DISCLOSURE MATERIALS

FOR

WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

Property Address:
5373-5561 W. Cobblestone Way, Units A-E
9301-9411 S. Cobblestone Way, Units A-H
Franklin, WI 53132

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.

INDEX

WOODLAND TRAILS CONDOMINIUM 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-1.
2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
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-1.
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-1.
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-1.
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-1.
7. RULES AND REGULATIONS: The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations begin on page G-1.

DISCLOSURE MATERIALS

(Required by sec. 703.33, Wis. Stats.)

WOODLAND TRAILS CONDOMINIUMS
Franklin, Wisconsin

The business address of the Declarant and Declarant's Agent is:

Declarant:	Woodland Trails Condominium Association, LLC 622 North Water Street, Suite 200 Milwaukee, WI 53202
Declarant's Agent:	Wendy Burke Slocum 622 North Water Street, Suite 200 Milwaukee, WI 53202

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

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

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER SELIVERS LESS THAN ALL OF THE SOCUMENTS 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 REEIVE A FULL REFUND OF ANY DEPOSIT MADE.

INDEX OF DISCLOSURE MATERIALS

UNDER SEC. 703.33, WIS. STATS.

The disclosure materials the seller is required by law to provide to each prospective condominium purchaser contain the following documents and exhibits, which are attached:

EXECUTIVE SUMMARY: The executive summary highlights for a buyer of condominium essential information regarding the condominium. The executive summary begins on page iv.

DECLARATION: The proposed declaration establishes and describes the condominium, the units, and the common areas. The declaration begins on page A 1.

BYLAWS: The proposed bylaws contain rules which govern the condominium association and effect the rights and responsibilities of unit owners. The bylaws begin on page B 1.

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 proposed articles of incorporation. The articles of incorporation, as amended and restated, begin on page C 1.

MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page D1 attached hereto.

ANNUAL OPERATING BUDGET: The condominium association incurs expenses for the operation of the condominium that 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 proposed annual budget is shown on page E 1.

LEASES: Copies of any lease to which it is anticipated the Unit Owners or the Association will be a party following the closing begin on page F 1. No units in this condominium are sold subject to leases of property or facilities that are not part of the condominium.

EXPANSION PLANS: The Declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on page 31 (Section 23.4) of the Declaration. A site plan showing the area for expansion is included beginning on page G 1.

FLOOR PLAN AND MAP: Declarant has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all-facilities, and common areas which are part of the condominium. The floor plan and map also begins on page GI.

RULES AND REGULATIONS: The rules and regulations of the condominium govern the day-to-day use of common elements and facilities as well as the units themselves. As provided in the declaration and the bylaws, these rules and regulations may be changed from time to time. The rules and regulations begin on page HI.

WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Condominium Name: Woodland Trails Condominium Association, Inc.

This Executive Summary was prepared or revised on 1/29/24 (insert date).

This Executive Summary highlights some of the information prospective purchasers are most interested in learning, as well as some of the information they should consider when contemplating the purchase of a residential condominium unit. The following sections either briefly summarize pertinent information or direct prospective buyers to specific documents, sections and/or pages of the condominium materials that discuss a topic in detail. A section identified with an 🕮 icon may refer a prospective purchaser to specific page numbers or sections of the condominium materials for more information about a topic.

This summary is not intended to replace the prospective purchaser'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 or legal advice.

1. Condominium Association Management and Governance

- Condominium association name Woodland Trails Condominium Association, Inc,
- Association address C/O Hunt Management, Inc. 10520 N Baehr Rd. Suite Q, Mequon, WI 53092
- The association is managed:
  - ☐ By the Unit Owners (self-managed)
  - ☒ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management company
- Person(s) to be contacted for more information about the condominium Hunt Management, Inc.
- Address, phone number, and other contact information for the contact person
  Hunt Management 10520 N. Baehr Road, Suite Q, Mequon, WI 53092 Phone: 262-238-1480 Fax: 262-238-1485

🕮 For condominium document references regarding association governance and a condominium contact person, see Client Services at Hunt Management / clientservices@huntmanagement.com

2. Parking

- Number of parking spaces assigned to each Unit: Varies Number Outside Varies Inside 1-2
  ☐ Common Element ■ Limited Common Element ■ Included as part of the Unit
  ☐ Separate Non-voting Units ☐ Depends on Individual Transaction [check all that apply]
- Parking fees (include separate maintenance charges, if any) ■ No ☐ Yes, $_____ per _____
  Other (*specify*): _____
- Parking assignments reserved or designated on the plat or in the condominium documents:
  ■ No ☐ Yes -- Where? _____
- Parking spaces assigned to a unit by a separate deed: ■ No ☐ Yes
- Ability to transfer parking spaces between Unit Owners: ■ No ☐ Yes
- Describe parking available for visitors Guest Parking Spaces or the Owner's driveway
- Describe any other parking restrictions See Governing Documents

🕮 For condominium document references to parking, see Rules & Regulations, Section 2

3. Pets

- Are pets allowed? ☐ No ■ Yes—describe the kinds of pets allowed: Cats & Dogs

♦ Pet rules and restrictions: Up to 2 pets per unit

📖 For condominium document references regarding pet rules, see Rules & Regulations, Section 4

4. Unit Rentals

♦ May Unit Owners rent out their condominium units? ☐ No ■ Yes -- describe the limitations and restrictions on unit rentals: Minimum of 6 months. See Rules & Regulations for further provisions.

📖 For condominium document references regarding unit rentals, see Rules & Regulations, Section 9

5. Special Condominium Amenities or Features

Clubhouse and Outdoor Pool

(describe any special amenities and features)

♦ 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 -- cost:

📖 For condominium document references regarding special amenities, see Swimming Pool Rules & Regulations and Clubhouse Rental Procedures

6. Unit Maintenance and Repair Responsibilities

♦ A Unit Owner's responsibilities for unit maintenance and repair include: The unit interior and all glass surfaces, doors, windows, door and window hardware, utility lines, sump pumps, mechanical equipment and fixtures which only serves one unit

📖 For condominium document references regarding unit maintenance and repair responsibilities, see See Declaration, Article 4, Section 4.2 (c) and Article 21, Sections 21.1 & 21.2

7. Common Element and Limited Common Element Maintenance, Repair and Replacement

♦ Person(s) responsible for common element maintenance, repair and replacement: The Association, as determined by the Board of Directors

♦ Repair and replacement of the common elements is paid for by:

- ☐ Unit Owner assessments
- ☐ Reserve funds
- ☒ Both
- ☐ Other *(specify):*

♦ Person(s) responsible for limited common element maintenance, repair and replacement: Unit Owner and Association, as determined by the Governing Documents and/or subject to the Board if Directors Approval

♦ Repair and replacement of the limited common elements is paid for by:

- ☐ Unit Owner assessments
- ☐ Reserve funds
- ☒ Both
- ☒ Other *(specify):* Individual Unit Owner, as determined by the Governing Documents and/or Board of Directors

📖 For condominium document references regarding common element and limited common element maintenance, repair and replacement, see Declaration Article 4, Section 4.2, Article 7, Section 1, and Article 21, Sections 21.1 & 21.2

8. Reserve Funds

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

♦ Does the association have a Statutory Reserve Account*?

☐ No ☒ Yes -- reserve balance is $ 208,627.17

Note: This amount is current as of the date this Executive Summary was prepared or revised.

📖 For condominium document references regarding this condominium's reserve funds for repairs and replacements, see Declaration, Article 16, Section 6.5

***Note:** A "Statutory Reserve Account" is an 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 up to 12 residential 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 has 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. A condominium may have other reserve accounts that are not statutory reserve accounts.

9. Fees on New Units

♦ Are there provisions excusing the declarant (developer) from paying assessments or modifying the declarant's obligation to pay assessments for the units still owned by the declarant during the period of declarant control?

☒ Not applicable (no developer-owned units or declarant control has ended)
☐ No
☐ Yes -- describe in what way: _____

♦ Describe other provisions in the declaration, bylaws, or budget addressing the levying and payment of assessments on units during the period of declarant control: _____

📖 For condominium document references to condominium fees during the declarant control period, see _____

10. Expansion Plans

♦ Has the Declarant (developer) reserved the right to expand this condominium in the future?
☒ No ☐ Yes -- number of additional units that may be added through the expansion: _____ units

♦ Expansion period ends: _____

♦ Condominium management during the expansion period is by: _____

📖 For condominium document references regarding condominium expansion plans, see _____

11. Unit Alteration and Limited Common Element Enclosure

♦ Unit Owner may alter a unit or enclose limited common elements: ☒ No ☐ Yes

♦ Describe the rules, restrictions and procedures for altering a unit: Written Approval from the Board of Directors is required to make any structural or design alterations, changes or improvements to the property

♦ Describe the rules, restrictions and procedures for enclosing limited common elements: See Above

📖 For condominium document references to unit alterations and limited common element enclosures, see Declaration, Article 10, Article 19, Section 19.2, Article 20, Section 20.1

12. First Right of Purchase

♦ The condominium association has a right of first purchase, also sometimes referred to as a right of first refusal, when a condominium unit is offered for sale: ☒ No ☐ Yes

📖 For condominium document references to any first right of purchase held by the condominium association, see _____

13. Transfer Fee

♦ The condominium association charges a fee in connection with the transfer of ownership of a unit: ☒ No
☐ Yes -- amount charged: $_____

📖 For condominium document references to fees charged in connection with a unit ownership transfer, see _____

_____

14. Payoff Statement Fee

- ♦ Condominium association charges a fee for providing a payoff statement regarding unpaid unit assessments and charges: ■ No ☐ Yes -- amount charged: $ _____

📖 For condominium document references to fees charged for payoff statements under Wis. Stat. § 703.335, see _____

_____

15. Disclosure Materials Fee

- ♦ Condominium association charges a fee for providing the condominium disclosure materials a unit seller must provide to a prospective unit buyer: ☐ No ■ Yes-- amount charged: $ 25.00, Only for a Hard Copy

📖 For condominium document references regarding fees charged for providing the condominium disclosure materials, see Rules & Regulations, Section III

_____

16. Other restrictions or features (optional): See Disclosure Materials - Replacement Pool Fobs are $200. Fobs should be transferred to the new owners at the time of sale. If not a replacement must be purchased.

_____

17. Amendments

Condominium materials can be amended in a way that might change the rights and responsibilities of Unit Owners. Wisconsin law allows the Unit Owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter a Unit Owner's legal rights and responsibilities with regard to the condominium unit, including some of the information included in this Executive Summary. Unit Owners and prospective purchasers should review the amendment requirements in the declaration, bylaws, rules and regulations, or other condominium documents.

📖 For condominium document references regarding condominium document amendment procedures and requirements, see Declaration, Article 25, Bylaws, Article 5 section 5.2 & Bylaw Article 8, Section 8.1

_____

This Executive Summary was prepared on the date stated on page one by Heather Sadler,CMCA, AMS, Property _____ (print name and title or position).

Instructions for Completing the Executive Summary. The Executive Summary is one of the condominium disclosure documents that must be furnished to a prospective purchaser of a residential condominium unit. The Executive Summary addresses the topics set forth in Wis. Stat. § 703.33(1)(h) in clear, plain language or by indicating the location within the disclosure materials where the information may be found. The Executive Summary must state the date on which it is prepared or revised. It shall be revised whenever a change in the condominium materials necessitates a corresponding revision to the Executive Summary. The preparer of the Executive Summary should consult an attorney with any questions concerning preparation of the Executive Summary.

Executive Summary Legal Requirements. Per Wis. Stat. § 703.33(1m), the declarant (developer) or the association is responsible for preparing the Executive Summary and revising it whenever a change is made in the disclosure materials that necessitates a corresponding revision to the Executive Summary. An Executive Summary must appear in the condominium disclosure materials directly following the index [Wis. Stat. § 703.33(2)], and must be attached as an addendum to the real estate condition report that a seller gives to a prospective purchaser, generally before the prospective purchaser writes an offer to purchase [Wis. Stat. § 709.02]. An Executive Summary may not be required as part of the disclosure materials for a "small condominium" (up to twelve residential units), depending upon the elections made in the declaration [Wis. Stat. § 703.365 (1) & (8)].

CAUTION: NEITHER REAL ESTATE LICENSEES NOR UNIT OWNERS SHOULD COMPLETE THIS FORM!

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No representation is made as to the legal validity of any provision or the adequacy of any provision in any specific transaction.

WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

REEL 5239 IMAGE 2819

CONDOMINIUM DECLARATION

FOR

WOODLAND TRAILS CONDOMINIUM

TABLE OF CONTENTS

CONDOMINIUM DECLARATION

FOR

WOODLAND TRAILS CONDOMINIUM
FRANKLIN, WISCONSIN

1. Statement of Declaration	6
2. Definitions	6
3. Name, Location, Property Description, Plat and Plans	9
3.1 Name	9
3.2 Address	9
3.3 Property Description	9
4. Units and Boundaries	9
4.1 Unit Identification	9
4.2 Boundaries of Units	9
4.3 Unit Ownership Formula	10
5. Common Elements	10
6. Undivided Percentage Interest in Common Elements	10
7. Limited Common Elements	11
7.1 Description	11
7.2 Use	11
8. Partition of Common Elements Prohibited	11
9. Conveyance to Include Interest in Common Elements	11
10. Prohibition Against Structural Changes By Owner	12
11. Association of Unit Owners	12
11.1 Voting Rights	12
11.2 Declarant Control	13
12. Allocation and Liability for Common Expenses	13
13. Rights to Common Surpluses	14

REEL 6239 IMAGE 2850

14. Powers and Rights of the Association 14
14.1 Association Powers 14
14.2 Entry for Repairs 15
14.3 Implied Rights 15
14.4 Delegation to Board of Directors 15

15. Restrictions on Use, Occupancy and Transfer 16

16. Assessments 16
16.1 Purpose of Assessments 16
16.2 Categories of Assessments 16
16.3 Obligation for Payment of Assessments 16
16.4 Computation of Operating Budget and Annual Assessment 17
16.5 Capital Budget, Contributions, and Reserves 17
16.6 Annual Assessments Prior to 2003 17
16.7 Special Assessments 17
16.8 Lien for Assessments 18
16.9 Delinquent Assessments 18
16.10 Statement of Account 19
16.11 Payment of Assessments by Declarant 19

17. Association Responsibilities for Insurance 20
17.1 Blanket All-Risk Insurance 20
17.2 Additional Insurance 20
17.3 Terms 21
17.4 Association as Trustee 21
17.5 Rating and Insurance Certificates 21
17.6 Maximum Deductibles 21
17.7 Insurance Requirements of Unit Owners 21
17.8 Maintenance of Units 22
17.9 Combined Protection 23
17.10 Disposition of Insurance Proceeds 23

18. Destruction and Reconstruction 23
(A) Cost Estimates 24
(B) Source and Allocation of Proceeds 24
(C) Plans and Specifications 24
(D) Encroachments 24
(E) Construction Fund 24
(F) Method of Disbursement 24

19. Architectural Standards 25
19.1 Architectural Review Committee 25
19.2 Purpose 25
19.3 Organization and Operation of Committee 25

REEL 5239 IMAGE 2851

19.4 Expenses 26
19.5 Architectural Guidelines 26
19.6 Procedures 26
19.7 Limitation of Liability 26
19.8 Applicability to Declarant 27

20. Construction and Alteration of Improvements 27
20.1 General 27
20.2 Deemed Nuisances 27
20.3 Removal of Nonconforming Improvements 27

21. Maintenance Responsibilities 27
21.1 Repairs and Maintenance of the Common Elements 27
21.2 Unit Owner Responsibilities for Maintenance 28
21.3 Failure to Maintain 28
21.4 Insurance Deductibles 29
21.5 Maintenance of Common Services 29
(A) Maintenance Directives 29
(B) Water and Sanitary Service 29
(C) Other Municipal Services 29
(D) Other Maintenance 30
(E) Emergency Services 30

22. Remedies for Violation by Unit Owner 30
23. Special Declarant Rights 30
23.1 Right of Declarant to Dispose of Units 30
23.2 Sales Offices and Models 30
23.3 Easement Use 30
23.4 Expansion of Condominium 31

24. Easements, Reservations and Encroachments 32
24.1 Utilities 32
24.2 Encroachments 32
24.3 Binding Effect 32
24.4 Location and Dimension of Easements Reserved to Declarant. 33

25. No Waiver in Case of Failure of Association to Insist on Strict Performance 33

26. Amendments to Declaration 33

27. Notices 34

28. Association's Agent for Service of Process 34

29. Number and Gender 34

REEL 5239 IMAGE 2852

30. Captions	34
31. Severability	34
32. Subordination	35
33. Applicable Law	35
EXHIBIT A	36
EXHIBIT B	37
EXHIBIT C	38

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2739
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2853

CONDOMINIUM DECLARATION

FOR
WOODLAND TRAILS CONDOMINIUM
FRANKLIN, WISCONSIN

This Declaration is made pursuant to the Condominium Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes ("Condominium Act"), this 18th day of December, 2001, by Franklin Square, LLC, a Wisconsin limited liability company having its principal office at 622 North Water Street, Suite 200, Milwaukee, Wisconsin 53202, (referred to as "Declarant" throughout this Declaration, together with any successors in title who come to stand in the same relation to the Condominium).

1. **Statement of Declaration.** Declarant is the owner in fee simple of the real property located in Milwaukee County, Wisconsin, described in Exhibit A, which is attached to and incorporated in this Declaration by reference (such real property is referred to throughout this Declaration as the "Property").

   Declarant intends to submit the Property to the provisions of the Condominium Act, pursuant to the terms and provisions of this Declaration.

   Declarant hereby submits the Property together with all of the Improvements located on the Property or to be constructed on the Property, to the condominium form of ownership in the manner provided by the Condominium Act and by this Declaration.

   From and after the date on which this Declaration, together with the Plat and Plans described in this Declaration, are recorded with the register of deeds of Milwaukee County, Wisconsin, the Property, together with all of the Improvements located or to be constructed on the Property shall be owned, held, transferred, sold, conveyed, used, occupied, mortgaged, or otherwise encumbered, subject to all of the terms, provisions, and restrictions of this Declaration and of the Condominium Act. All provisions hereof shall be deemed to run with the land and shall continue as benefits and burdens to Declarant, its successors and assigns, the Association, the Unit Owners and all parties hereafter having any interest in the Property.

2. **Definitions.** The following definitions apply to the terms used in this Declaration, the Bylaws, the Articles of Incorporation, the Rules and Regulations, the Management Agreements, and all amendments to those documents unless the context otherwise requires.

   Additional Property means the additional property which may become subject to this Declaration per Section 23.4.

REC'D 07559
IMAGE 2851

Annual Assessment means the Assessments levied in accordance with Section 16.3 of this Declaration.

Architectural Guidelines means the guidelines and rules published and amended and supplemented from time to time by the Architectural Review Committee.

Architectural Review Committee means the committee formed pursuant to Section 19.1 of this Declaration to maintain the quality and architectural harmony of Improvements in the Condominium.

Articles of Incorporation means the articles of incorporation of the Association as amended from time to time.

Assessments means the assessment for payment of Common Expenses, including Special Assessments and Annual Assessments, provided for in Article 16 of this Declaration.

Association means Woodland Trails Condominium Association, Inc., a Wisconsin non-stock, not for profit corporation, its successors, and assigns.

Board of Directors or Board means the board of directors of the Association.

Bylaws means the bylaws of the Association as amended from time to time.

Clubhouse means a clubhouse which Declarant intends, but is not required, to construct on certain common areas of the Property.

Common Elements means all parts of the Property described as Common Elements in Article 5 of this Declaration but in no event shall it include a Unit as defined herein.

Common Expenses means the actual and estimated expenses of operating the Association, as more particularly described in Article 12 of this Declaration.

Common Surplus means, for any period, the excess of all receipts of the Association over the amount of Common Expenses.

Condominium means Woodland Trails Condominium, and refers to all the Property that is subject to this Declaration.

Condominium Act means the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, as amended from time to time.

Declarant means Franklin Square, LLC, a Wisconsin limited liability company, and any successors in title or assigns who are designated as the Declarant hereunder in a recorded instrument executed by the immediately preceding Declarant.

RECD 07556
IMAGE 2855

Declaration means this Condominium Declaration together with any amendments thereto.

Declaration of Access and Use Easement means the document attached hereto as Exhibit C, which affords third parties certain rights and responsibilities related to the Clubhouse.

Improvements means, without limitation, all buildings and structures, personal property items including planters, flags, signs, wall hangings, lawn ornaments, patio furniture, and grills, Units, parking areas, loading areas, fences, walls, hedges, plantings, poles, driveways, roads, ponds, berms, landscaping, signs, and utility improvements now or hereafter located or constructed on the Property.

Limited Common Elements mean those Common Elements reserved for the exclusive use of one or more but less than all of the Unit Owners denoted as Limited Common Elements in the Plat and Plans and/or as described in Section 7.1 of this Declaration.

Management Agreement means an agreement now or hereafter entered into by the Association which provides for the management of the Property and the Condominium by a Management Firm.

Management Firm or Management Company means the entity identified as the manager of the Property in a Management Agreement, and its successors and assigns.

Mortgagee means the holder of any recorded mortgage or vendor's interest in a land contract encumbering one or more Units.

Person means an individual, corporation, partnership, association, trustee or other legal entity.

Period of Declarant Control has the meaning assigned to that phrase in Section 11.2 of this Declaration.

Plat and Plans means the Plat of Woodland Trails Condominium filed for record in the plat book maintained for condominium plats by the register of deeds of Milwaukee County.

Property means the land together with all existing and future Improvements thereon that is subject to this Declaration and described on Exhibit A, subject to expansion pursuant to Section 23.4.

Purchaser means any person, other than Declarant, who, by means of a voluntary transfer, acquires a legal or equitable interest in a Unit other than as security for an obligation.

REEL 5239 IMAGE 2855

Relative Share means the square footage of a Unit (excluding the basement) compared to the square footage of all Units (excluding basements) in the Condominium.

Rules and Regulations means the rules and regulations established and amended from time to time by the Board of Directors pursuant to Article 14 of this Declaration.

Special Assessments means the Assessments levied in accordance with Section 16.7 of this Declaration.

Unit means any part of the Property that is not a Common Element or Limited Common Element and is designated and intended for separate and exclusive occupancy and use as a single family residential dwelling, whether developed or undeveloped.

Unit Number means the number, letter, address, or combination thereof, assigned to a Unit for identification purposes pursuant to Section 4.1 of this Declaration.

Unit Owner means a person, combination of persons, partnership, corporation or other legal entity who or which holds legal title to a Unit or has equitable ownership of a Unit as a land contract vendee.

Voting Certificate means the certificate required to be filed by each Unit Owner with the Secretary of the Association pursuant to Section 11.1 of this Declaration.

Working Capital Contribution shall mean that upon the first time a Unit is conveyed by the Declarant to a Unit Owner, other than the Declarant, a contribution equal to two months' assessments shall be due and payable at closing by the Unit Owner. The Working Capital Contribution is non-refundable and non-transferable.

3. **Name, Location, Property Description, Plat and Plans.**

3.1 **Name.** The name of the Condominium is Woodland Trails Condominium.

3.2 **Address.** The address of the Condominium is: 9399 South Cobblestone Way, Franklin, Wisconsin 53132. The Property is located in Milwaukee County, Wisconsin.

3.3 **Property Description.** The Property, subject to expansion pursuant to Section 23.4, is described in Exhibit A. The Condominium includes two to three bedroom Units.

4. **Units and Boundaries.**

4.1 **Unit Identification.** The Condominium will consist of as many as 36 buildings, including any expansion pursuant to Section 23.4, with between two to twenty-four Units in each Building. Each Unit shall be designated by an identifying number or address. The location and approximate area of each Unit, Limited

RECEL 5239 IMAGE 2857

Common Elements appurtenant to each Unit, and further details identifying and outlining the Units are as set forth in the Plat and Plans.

4.2 **Boundaries of Units.** Each Unit includes that part of the building in which it is located that lies within the following boundaries:

(A) Horizontal (upper and lower): the lower horizontal boundary of each first floor Unit shall be the plane formed by the top surface of the unfinished concrete floor slab of the Unit, and in regard to an upper Unit, the top surface of the unfinished floor of such Unit. The upper horizontal boundary of each Unit shall be the plane formed by the lowermost surface of the drywall or other material forming the ceiling of the uppermost level of the Unit. Each Unit shall retain use of an adjacent garage as a Limited Common Element, as shown on the Plat and Plans.

(B) Vertical (perimetric or lateral): the vertical boundaries of each Unit are the planes formed by the undecorated surface of the drywall or other material comprising the interior perimeter walls enclosing a Unit, which may include a basement, if shown on the Plat and Plans.

(C) Each Unit shall consist of the space enclosed by the foregoing horizontal and vertical boundaries extended to their intersection. Each Unit shall also include (i) all portions of the plumbing, heating, electrical, and air conditioning systems (including furnaces, compressors, components, pipes, wires, conduits, ducts, and the like) serving only that Unit and located within the boundaries of that Unit; and (ii) all windows, screens, skylights, sump pump, glass surfaces, and doors, overhead doors, hardware, garage door operator and mechanical systems.

4.3 **Unit Ownership Formula.** Each Unit Owner is entitled to the undivided fee interest in the Unit. Each Unit is allocated an undivided percentage interest in the Common Elements according to the formula described in Article 6 below.

5. **Common Elements.**

5.1. **Definition of Common Elements.** The Common Elements shall consist of all parts of the Property not located within the boundaries of a Unit. The Common Elements include, but are not limited to, vacant land designated as open space, tree preservation areas, roadways, walkways, dumpster and dumpster enclosures, mailboxes, retention ponds, streams, the Clubhouse, and bike paths adjacent to the Units.

5.2. **Declarant Space.** The Declarant shall retain the rent free and exclusive use of that portion of the Clubhouse designated by the Declarant and consisting of approximately 200 square feet for a period of ten (10) years from recording this Declaration, including the right of ingress and egress to the space for Declarant, its agents and invitees over the Property for the purposes of a commercial sales

IMAGE 2858 BOOK 2639

and management office. The Clubhouse is also subject to the Declaration of Access and Use Agreement attached as Exhibit C.

6. **Undivided Percentage Interest in Common Elements.** Each Unit Owner shall own an undivided percentage interest in the Common Elements as a tenant in common with all other Unit Owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the Common Elements for all purposes incidental to the use and occupancy of his or her Unit as a place of lodging, recreation, and such other incidental uses as are permitted by this Declaration, which rights shall be appurtenant to and run with his or her Unit.

The undivided percentage interest in the Common Elements that is appurtenant to each Unit shall be determined by dividing one (1) by the number of Units then included in the Condominium.

7. **Limited Common Elements.**

7.1 **Description.** A portion of the Common Elements are designated as Limited Common elements. The Limited Common Elements are all portions of the Property denoted as Limited Common Elements in the Plat and Plans such as, for purposes of illustration, patios or decks, balconies to the Units on the Property, external utility closets, and attached garages for the Units. Such Limited Common Elements shall be reserved for the exclusive use of the Unit Owners and occupants of the Unit or Units to which they are appurtenant as shown on the Plan and Plans. Each Limited Common Element is appurtenant to the Unit or Units having direct access to it.

7.2 **Use.** The use of the Limited Common Elements shall be governed by this Declaration, the Bylaws, and such Rules and Regulations as may be established by the Association, acting through the Board of Directors, and no Unit Owner shall use or occupy any Limited Common Elements, or permit them to be used or occupied, in any manner contrary to this Declaration, the Bylaws, or the Rules and Regulations.

8. **Partition of Common Elements Prohibited.** There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from the terms of this Declaration or from the terms of the Condominium Act; provided, however that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of the single Unit as between such co-owners. No Unit may be subdivided or used for any purpose other than residential occupancy, except that Declarant may use Units owned by Declarant as models, sales offices, management, or temporary construction offices.

9. **Conveyance to Include Interest in Common Elements.** No undivided percentage interest in the Common Elements shall be separated from the Unit to which it is

BOOK 0259 IMAGE 2859

appurtenant. No Unit Owner shall execute any deed, mortgage, lease or other instrument affecting title to or ownership of such Unit without including therein both the Unit Owner's interest in the Unit and the Unit Owner's corresponding undivided percentage interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed to include the interest omitted even though the latter is not expressly mentioned or described therein.

10. **Prohibition Against Structural Changes By Owner.** A Unit Owner shall not, without first obtaining the written consent of the Architectural Review Committee, make or permit to be made any structural alterations, changes or improvements to his or her Unit. A Unit Owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness, acoustical, or thermal integrity of any building or the safety of the Property, or impair any easement, or affect the Common Elements in any way.

11. **Association of Unit Owners.** Each Unit Owner, by virtue of ownership of an undivided fee interest in a Unit, shall be entitled and required to be a member of the Association. When more than one person holds an interest in any Unit, all such persons shall be members of the Association. However, the voting rights of such members shall be limited as provided in Section 11.1 below. The Association, through the Board of Directors, shall be responsible for carrying out the purposes of this Declaration, including the management and control of the Common Elements. The Association shall be incorporated as a non-stock, non-profit corporation under the laws of the State of Wisconsin. Each Unit Owner and all occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations set forth in this Declaration and the Bylaws and Rules and Regulations of the Association.

11.1 **Voting Rights.** Each Unit Owner is entitled to vote on all matters upon which Unit Owners are entitled to vote pursuant to this Declaration and in accordance with the Bylaws of the Association. Each Unit Owner is entitled to one vote per Unit owned. When more than one person holds an interest in any Unit, the vote for such Unit shall be exercised as such co-owners among themselves determine. There shall be no split vote between co-owners of any unit. The Declarant shall be entitled to cast the votes for any Unit owned by the Declarant regardless of whether or not it is constructed. Notwithstanding anything to the contrary in the Declaration, Bylaws, or the Woodland Trails Condominium documents, the Declarant is entitled to vote all the votes of any Units it owns.

Each Unit Owner shall file with the Secretary of the Association a certificate stating the Unit Owner's name and current mailing address, the name and current mailing address of any mortgagee of the Property and the Unit Owner shall notify the Declarant or the Association, as the case may be, if a change occurs in the mortgagee and shall furnish within fifteen (15) days documentation of a change in the mortgagee if so requested, and naming the individual who shall be authorized

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to cast the vote allocated to the Unit ("Voting Certificate"). Such Voting Certificate, and any subsequent amendment thereof, shall be signed by all owners of record of the Unit, or by the duly authorized agents or attorneys in fact of such owners. Upon the filing of such Voting Certificate, the individual so named shall, until another individual is named in a duly executed amendment to the Voting Certificate, be recognized by the Association as the person entitled to cast the vote allocated to the Unit in the event of any conflict among persons holding an ownership interest in the Unit. If a valid Voting Certificate is not on file for any Unit Owner, the vote of such Unit Owner shall not be considered in determining the presence of a quorum or for any other purpose. The foregoing notwithstanding, any one of the co-owners of a Unit who purports to cast the vote allocated to that Unit shall be conclusively presumed to be authorized to cast such vote unless protest is made promptly by any of the other co-owners of the Unit to the person presiding over the meeting, or until any one of such co-owners files a statement with the Secretary of the Association stating that thereafter the vote may only be cast by the individual named in the Voting Certificate filed under this Article 11. The individual authorized in any such Voting Certificate to cast the vote allocated to a Unit may cast such vote by a proxy as provided in the Bylaws.

11.2 **Declarant Control.** Notwithstanding the voting right allocated to each Unit, the Declarant shall control the Association during the Period of Declarant Control pursuant to the powers provided for in the Condominium Act.

The Period of Declarant Control shall be the period beginning on the date that the first Unit is conveyed by Declarant to any person other than Declarant and ending the earlier of the following:

a. ten (10) years after the first conveyance, or

b. thirty (30) days after conveyance of 75 % of the Common Element interests to purchasers.

During the Period of Declarant Control, Declarant shall, subject to the provisions of the Condominium Act, have the right to appoint and remove directors of the Association as provided in the Bylaws.

12. **Allocation and Liability for Common Expenses.** Common Expenses are the costs of administration of the Association, including but not limited to: insurance, repair, maintenance, landscaping, security, Clubhouse maintenance, retention pond repair and maintenance, storm damage repair, and tree preservation responsibilities, and other expenses of the Common Elements, repair and maintenance involving certain Limited Common Elements as specified in Section 21.2, and common services provided to the Unit Owners, including management firm fees, and any reasonable reserves established by the Association.

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IMAGE 2861

Each Unit which has been substantially completed and is ready for occupancy is hereby allocated a share of the liability for Common Expenses equal to that Unit's Relative Share. In addition, a Unit and Unit Owner may be specially assessed in accordance with Section 16.7 of this Declaration.

The Association shall make Assessments against the Units which have been substantially completed and are ready for occupancy and Unit Owners for the Common Expenses in accordance with the Relative Share of each Unit. No Unit Owner or Unit may be exempted from liability for payment of such Assessments by such Unit Owner's waiver or discontinuance of the use or enjoyment of any of the Common Elements or services or by the abandonment of his or her Unit; and no conveyance by a Unit Owner of his or her Unit shall relieve the Unit Owner or the Unit of such liability, and he or she shall jointly, severally, and personally be liable along with his or her grantee in any such conveyance for all unpaid Assessments made prior to the date of sale. All Assessments, when made, shall immediately become a personal debt of the Unit Owner until paid and shall constitute a lien against the Unit to which charged if a statement of lien is filed in accordance with the Condominium Act.

13. **Rights to Common Surpluses.** Common Surpluses shall be credited to the Unit Owners' Assessments for Common Expenses in proportion to their Relative Share, or shall be used for any other proper purpose as the Association, by its Board of Directors, may decide.

14. **Powers and Rights of the Association.**

14.1 **Association Powers.** The Association shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, to the extent not inconsistent with the Condominium Act, the Bylaws and this Declaration. Such powers shall include, but not be limited to, the following:

(A) To exercise exclusive management and control of the Common Elements described and set forth in this Declaration;

(B) To maintain, repair, replace, reconstruct, operate and protect the Common Elements as set forth in this Declaration;

(C) To hire and discharge a Management Firm;

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

(E) 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 the Common Expenses;

REEL 5239 IMAGE 2862

(F) To institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or all of the Unit Owners on matters affecting the property;

(G) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, encumber, lease, transfer or dedicate any right, title, or interest in and to real or personal property in connection with the affairs of the Association;

(H) To purchase insurance on the Property and insurance for the benefit of the Association and its members as set forth in this Declaration;

(I) To make and amend reasonable regulations governing the use and operation of the Property in the manner provided in this Declaration;

(J) To enforce by any legal means the provisions of the Condominium Act, this Declaration, the By-Laws, and any Rules and Regulations governing the use and operation of the Property;

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

(L) To do all things necessary or convenient to effectuate the purposes of this Declaration;

(M) To do any and all things permitted by the Wisconsin Nonstock Corporation Law;

(N) To make contracts and incur liabilities subject to any restrictions or conditions contained in the Bylaws or this Declaration; and

(O) To grant easements through or over the Common Elements.

14.2 Entry for Repairs. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary to perform any required maintenance, construction, repair or other matter for which the Association is responsible. Unless an emergency exists, such entry shall be made with prior notice to the Unit Owner and with as little inconvenience to the Unit Owner or other occupants of the Unit as is practical, and any damage caused thereby shall be repaired by the Association and treated as a Common Expense.

14.3 Implied Rights. The Association may exercise any right, power or privilege given to it expressly by this Declaration or the Bylaws, and every other right, power or privilege reasonably to be implied from the existence of any right, power or privilege given to it herein or reasonably necessary to effectuate any such right, power or privilege.

REEL 5239 IMAGE 2893

14.4 **Delegation to Board of Directors.** All the powers, rights and duties of the Association existing under the Condominium Act, this Declaration, the Articles of Incorporation and the Bylaws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees. The decisions of the Board shall be subject to approval by Unit Owners only when such approval is expressly required by the Bylaws, this Declaration or the Condominium Act.

15. **Restrictions on Use, Occupancy and Transfer.** The Property shall be used only for residential, recreational and related purposes (including a Declarant model sales office, management office, construction office, or other related purposes as may be more particularly set forth in this Declaration). The Declarant may adopt the initial Rules and Regulations. The Board of Directors may also establish Rules and Regulations concerning the use of the Common Elements and Units, and may from time to time add to, supplement or amend such Rules and Regulations. Copies of such Rules and Regulations, and of any additions, supplements or amendments thereto, shall be furnished by the Association to all Unit Owners prior to the effective date thereof. Each such Rule or Regulation shall be binding upon all Unit Owners, their family members, tenants, guests, invitees, and agents until and unless such Rule or Regulation shall be specifically overruled, canceled, or modified by the Board. The Board of Directors shall have the authority to impose monetary fines and other sanctions for violations of Rules and Regulations, and such monetary fines may be collected in the same manner as the Assessments. The Association, acting through its Board of Directors, shall have standing and the power to enforce any and all restrictions contained in the Declaration, and the Rules and Regulations of the Condominium.

Every Unit Owner shall have a right and easement of use and enjoyment in and to the Common Elements, but only for the purposes for which such Common Elements are intended. Such right and easement of use shall be subject to this Declaration, and to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration the Property comprising such Common Elements. Each Unit Owner may delegate his or her right of use and enjoyment to his or her family members, guests, tenants, licensees, invitees, and agents, subject to reasonable regulation by the Board. A Unit Owner shall be deemed to have made such delegation to the tenant of any leased Unit. No lease shall be for less than ninety (90) days. All leases must be in writing and a copy shall be provided to the Declarant or the Board of Directors, as the case may, be upon request.

16. **Assessments.**

16.1 **Purpose of Assessments.** The Assessments for Common Expenses provided for herein shall be used for the general purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Unit Owners and occupants of Units in the Condominium. Such Assessments shall be fixed, established and collected from time to time in the manner provided by this Article

16. Assessments may be used to compensate officers and directors only if approved by Unit Owners holding a majority of votes in the Association.

16.2 Determination of Assessments. Assessments for each Unit shall be based upon the Relative Share of the Unit.

16.3 Obligation for Payment of Assessments. Each Unit Owner, by acceptance of a deed for his or her Unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association all amounts duly levied against the Unit Owner hereunder for: Annual Assessments, Special Assessments and all other fees, charges (including late charges) and assessments provided for hereunder. All such Assessments, together with charges, interest, and costs, in the maximum amount permitted by the Declaration and the Condominium Act, and all reasonable attorney's fees and costs actually incurred in the collection thereof, shall be a charge and a lien on the Unit to the extent permitted by the Condominium Act. In addition, each Unit Owner shall be personally liable for his or her portion of each Assessment coming due while he or she is the Owner of a Unit, and his or her grantee (subject to Section 16. 11 hereof) shall be jointly and severally liable for any unpaid portion thereof at the time of any conveyance. Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors. Unless otherwise provided, the Annual Assessments shall be paid, in advance, in equal quarterly installments due on the first day of each calendar quarter beginning on January 1 of each year.

16.4 Computation of Operating Budget and Annual Assessment. It shall be the duty of the Board at least sixty (60) days prior to the beginning of the Association's fiscal year to prepare a budget setting forth the estimated Common Expenses for the coming year. The Board shall cause a copy of the budget and a statement of the Annual Assessment to be levied against each Unit for each fiscal year of the Association to be delivered to each Unit Owner at least thirty (30) days prior to the beginning of such fiscal year. The budget and the Annual Assessment shall take effect without a meeting of the Unit Owners.

16.5 Capital Budget, Contribution, and Reserves. The Board of Directors shall also prepare annually a capital budget which shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, for such year. The capital contribution required shall be fixed by the Board and shall be included in the budget and Annual Assessments provided for in Section 16.4 hereof. A copy of the capital budget shall be distributed to each member in the same manner as the operating budget.

16.6 Annual Assessments Prior to 2003. For each calendar year prior to, but not including, 2003, the Annual Assessment for each Unit shall be:

REEL 3739 IMAGE 2865

Unit A (lower)	1,070 square feet	$1,056.50 annually
Unit B (upper)	1,300 square feet	$1,283.50 annually

The Board of Directors shall fix the Annual Assessment in accordance with Section 16.4.

16.7 Special Assessments. If the Annual Assessments prove inadequate for any year, the Board may, on thirty (30) days advance notice to the Unit Owners, levy a Special Assessment against all Unit Owners.

If a Special Assessment is required for an expense only benefiting specific Units and not other Units, such as, by way of illustration, an expense relating to Limited Common Areas not benefiting all Unit Owners, the Board may levy those amounts as Special Assessments against only those Units and Unit Owners benefiting therefrom which shall constitute a lien on the property as set forth in 16.8 and shall be a personal obligation of the Unit Owner.

If a Special Assessment against any particular Unit is required, such Assessment shall be considered a Special Assessment against that Unit and Unit Owner only.

16.8 Lien for Assessments. The Association shall have full and complete lien rights as provided or permitted by the Condominium Act, and the lien shall specifically include the maximum costs, charges, and fees set out in the Declaration and in the Condominium Act.

16.9 Delinquent Assessments. All Assessments and related charges not paid on or before the due date shall be delinquent, and the Unit Owner shall be in default.

(A) If any quarterly installment of Annual Assessments or any part thereof is not paid in full by the tenth (10th) day of the quarter such installment is due, or if any other charge is not paid within ten (10) days of the due date, a one time late charge on such delinquent payment equal to the greater of Ten Dollars ($10.00) or ten percent (10%) of the amount not paid, or such higher amounts as may be authorized by the Condominium Act, may be imposed without further notice or warning to the delinquent Unit Owner, and interest at a rate to be established by the Board, which shall not exceed the maximum rate allowed by law, may, at the Board's discretion, accrue thereon from the due date.

(B) When payment for delinquent Assessments and related charges is made, the amount received shall be applied in the following order, and no restrictive language on any check or draft shall be effective to change the order of application:

(1) to any unpaid late charges;

REEL 5239 PAGE 2869

(2) to costs of collection, including reasonable attorney's fees, actually incurred by the Association;

(3) to any unpaid interest charges;

(4) to unpaid installments of Assessments applying such payment first to the oldest Assessments then due;

However, none of the above shall restrict or impair the Association's ability and right to settle any claim on terms acceptable to the Board of Directors.

(C) If Assessments and related charges or any part thereof due from a Unit Owner remain delinquent and unpaid for a period greater than fifteen (15) days from the date due, a "Notice of Delinquency" may be given to that Unit Owner which shall state that if the Assessment or charge remains delinquent for more than ten (10) days from the date of the Notice of Delinquency, the Association, acting through the Board of Directors may accelerate and declare immediately due all of that Unit Owner's unpaid monthly Assessment installments for that fiscal year.

(D) If Assessments and related charges or any part thereof remain unpaid more than thirty (30) days after the Assessment payments first become delinquent, the Association, acting through the Board of Directors, may institute suit to collect all amounts due pursuant to the provisions of this Declaration, the Bylaws, and the Condominium Act and suspend the Unit Owner's right to use the Common Elements (provided, however, the Board may not limit ingress or egress to or from a Unit), whether or not a Notice of Delinquency has been sent, as provided above.

16.10 Statement of Account. Each Unit Owner, each grantee or mortgagee of a Unit Owner, each person who has executed a contract for the purchase of a Unit, and each lender considering a loan to be secured by a Unit shall be entitled, upon written request, to a statement from the Association setting forth the amount of unpaid Assessments made against such Unit, including any late charges, interest, fines, or other charges against a Unit. The Association shall respond in writing within (10) ten business days of receipt of the request for a statement. The grantee of a Unit is not liable for any unpaid Assessments against the grantor in excess of the amount set forth in the statement described in this section, and the Unit conveyed shall not be subject to a lien which is not filed under the Condominium Act for any unpaid Assessments against the grantor in excess of the amount set forth in such statement.

16.11 Payment of Assessments by Declarant. Notwithstanding anything to the contrary herein, Declarant may contribute, but shall not be obligated to contribute, assessments to the Association which such contributions shall include services or

materials or a combination of services and materials rather than money, which shall be collectively called an in-kind contribution. Otherwise, Assessments shall commence as to any Unit upon the first conveyance of any Unit to a person, partnership, or entity other than the Declarant or the issuance of an occupancy certificate for such Unit, if an occupancy certificate is required, whichever is last to occur. The amount by which monetary Assessments owed by Declarant shall be decreased as a result of any in-kind contribution shall be the fair market value of the contribution. If Declarant and the Association agree as to the value of any in-kind contribution, the value shall be as agreed. If the Association and Declarant cannot agree as to the value of any in-kind contribution, Declarant shall supply the Association with a detailed explanation of the services performed and material furnished, and the Association shall acquire bids for performing like services and furnishing like materials from three (3) independent contractors approved by Declarant who are in the business of providing such services and materials. If the Association and the Declarant are still unable to agree on the value of contribution, the value shall be deemed to be the average of the bids received from the independent contractors.

REEL 5239 IMAGE 2868

17. Association Responsibilities for Insurance.

17.1 Blanket All-Risk Insurance. The Board of Directors of the Association shall have the authority to and shall provide and maintain, as a Common Expense, blanket all-risk insurance, if reasonably available, for all insurable property and improvements in the Common Elements and may, but shall not be obligated to, assume the Unit Owners' responsibility for insuring the Units in the Condominium. If blanket all-risk insurance is not reasonably available, then at a minimum, the Board shall make its best efforts to obtain an insurance policy providing fire and broad form extended coverage for the Common Elements, and, at the Board's discretion, for the Units. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the full replacement value of any repair or reconstruction in the event of damage or destruction from any insured hazard.

17.2 Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent reasonably available, with the costs thereof to be borne as a Common Expense:

(A) Worker's compensation insurance if and to the extent necessary to meet the requirements of applicable law;

(B) Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property. Such insurance shall contain a cross-liability endorsement.

(C) Fidelity bonds covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. If reasonably available, such bonds shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

(D) Other insurance as the Board of Directors may determine to be necessary.

17.3 **Terms.** The Board of Directors shall use every reasonable effort to secure policies that will provide the following:

(A) that the insurer waives its rights of subrogation of any claims against directors, officers, the Management Firm, the Unit Owners, and their respective family members, guests, licensees and tenants;

(B) that the policies cannot be canceled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or the Management Firm without a prior demand in writing delivered to the Association and to all mortgagees of Units to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured;

(C) that any "other insurance" clause contained in the policy shall expressly exclude Unit Owners' policies from its operation;

17.4 **Association as Trustee.** All insurance obtained by the Association shall be obtained in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees as their interests may appear. The amount of such insurance may be increased or decreased at any time it is deemed necessary by the Board of Directors to conform to the requirements of this Declaration. The cost of the premiums for such insurance shall be paid as a Common Expense but may be billed directly, in an annual single lump sum, to each Unit separate and apart from the quarterly assessments. Each Unit shall be required to pay its proportionate share of the Association insurance premiums based on a Unit's square footage, determined per Section 16.6, divided by the overall square footage of all Units then declared in the condominium multiplied by the total amount of the cost of the insurance premiums in this article. Any delinquent or late payment or non-payment of the insurance premiums shall be subject to all of the provisions of Article 16.

17.5 **Rating and Insurance Certificates.** All policies of insurance shall be written with a company authorized to do business in Wisconsin and holding a Best's rating of at least B plus. The company shall provide insurance certificates to each Unit Owner and Mortgagee requesting the same in writing.

REEL 5239 IMAGE 2469

17.6 **Maximum Deductibles.** The policies may contain a maximum deductible of the lesser of $10,000 or 1% of the policy face amount. The deductible amount shall be added to the face amount of the policies in determining whether the insurance equals at least full replacement value. The Association's operating reserves shall maintain funds to cover deductibles.

17.7 **Insurance Requirements of Unit Owners.**

(A) Every Unit Owner shall be obligated to obtain and maintain at all times insurance covering the structural portions of his or her Unit to the extent not insured by policies maintained by the Association.

(B) In addition, to the extent not insured by policies maintained by the Association or to the extent insurable losses result in the payment of deductibles under the Association's polices, every Unit Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Unit or the Common Elements due to occurrences originating within the Unit Owner's Unit caused by the negligence of the Unit Owner, the failure of the Unit Owner to maintain the Unit, or any other casualty within the Unit that causes damage to other Units or the Common Elements.

(C) Each Unit Owner shall have the right to obtain coverage, at his or her own expense, for personal property and for improvements and betterments made to the Unit by such Unit Owner.

(D) At the request of the Board of Directors, Unit Owners shall file a copy of each individual policy or policies covering his or her Unit and personal property with the Board of Directors within ten (10) days after receiving such request. Such Unit Owner shall promptly notify, in writing, the Board of Directors in the event any such policy is canceled.

17.8 **Maintenance of Units.** The Board of Directors shall have the authority to require any Unit Owner to do any act or perform any work involving portions of the Condominium that are the maintenance responsibility of such Unit Owner, if such work or act will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage; provided, however, if the cost of providing such required work is reasonably estimated to exceed five hundred dollars ($500) per Unit in any fiscal year, then the required work shall be approved by the affirmative vote of two-thirds (2/3) of the members present at an annual or special meeting of the Association, which meeting notice specifies the purpose of the meeting and includes consideration of such resolution.

REEL 5239 IMAGE 2870

In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any reasonable requirement made by the Board of Directors pursuant to this Section 17.8, the Association, upon fifteen (15) days' written notice (during which period the Unit Owner may perform such required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost and expense. Said cost shall be a Special Assessment and shall be added to and become a part of the Assessment obligation of such Unit Owner and shall become a lien against the Unit and shall be collected as provided in this Declaration. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to this section, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Unit Owner or occupant of the Unit, except that entry may be made at any time without notice in an emergency situation.

17.9 **Combined Protection.** If coverage is reasonably available to provide a combination of one or more of the coverages required hereunder to be obtained by the Association and the Unit Owners, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost sharing basis under which each Unit Owner may be assessed individually for the amount of insurance which he or she directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each Mortgagee requesting the same. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at his or her own expense, from providing any additional insurance coverage on his or her property which will not duplicate any insurance provided by the Association.

In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by Unit Owners or their Mortgagees.

17.10 **Disposition of Insurance Proceeds.** In the event of partial or total destruction of any Improvement and it is determined pursuant to Article 18 of this Declaration to repair or reconstruct such Improvement in accordance with this Declaration, the proceeds of any insurance covering such partial or total destruction shall be paid to the Association as trustee for each of the Unit Owners to be applied to the repair or replacement cost. If it is determined not to reconstruct or repair, then the proceeds shall be distributed to the Unit Owners and their Mortgagees, if any, as their respective interests may appear, in the manner provided by the Condominium Act.

18. **Destruction and Reconstruction.** In the event of a partial or total destruction of the Improvements, such Improvements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plans and specifications as originally built, unless the damage or destruction exceeds available insurance proceeds, in which case the Unit Owners may within ninety days of the date of the damage or destruction, by affirmative vote of the Unit Owners holding at least 75 % of the total number of votes entitled to be

REEL 5239 IMAGE 2871

cast, determine not to rebuild or repair. In such event, the provisions of the Condominium Act shall be applicable.

The Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure.

The procedure for repair and reconstruction shall be:

(A) **Cost Estimates.** Immediately after a fire or other casualty causing damage to any Improvement(s), the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the Improvement(s) (including any damaged Unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

(B) **Source and Allocation of Proceeds.** The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair, or if upon completion of reconstruction and repair the funds available for the payment of the costs thereof are insufficient, Assessments shall be made against all of the Unit Owners to the extent necessary to fund completion of the repairs. If after repair and reconstruction is completed there is a surplus of funds, such funds; shall be common funds of the Association to be used as directed by the Board of Directors.

(C) **Plans and Specifications.** On reconstruction, the design, plans and specifications of any Improvements may vary from that of the original upon approval of the Architectural Review Committee, provided, however, that the number of square feet for each Unit included in such Improvements and the location of the Improvements shall be substantially the same as prior to damage or destruction.

(D) **Encroachments.** Encroachments upon or in favor of Units that may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose Property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Unit was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

(E) **Construction Fund.** The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from Assessments against Unit Owners on account of such casualty shall

REEL 5239 IMAGE 2872

constitute a construction fund that shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this section.

(F) **Method of Disbursement.** The construction fund shall be disbursed by the Association in appropriate progress payments to such contractor(s), supplier(s), and other persons performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board. of Directors.

19. Architectural Standards.

19.1 Architectural Review Committee. There is hereby established an Architectural Review Committee (the "Committee") which shall be responsible for the establishment and administration of Architectural Guidelines to carry out the purposes and intent of this Declaration. The Committee shall be comprised of the members of the Board of Directors or of representatives designated by the Board of Directors.

19.2 Purpose. The Committee shall review, study and either approve or reject proposed Improvements on the Property other than Improvements installed or approved by Declarant in connection with the construction of the Project, all in compliance with this Declaration and as further set forth in the Architectural Guidelines.

(A) The Committee shall exercise its best judgment to see that all added Improvements conform and harmonize with any existing Improvements as to external design, quality and type of construction, materials, color, location on the Property, height, grade and finished ground elevation, and all aesthetic considerations set forth in this Declaration or in the Architectural Guidelines.

(B) No Improvement shall be erected, placed or altered on any of the Property, nor shall any construction be commenced, until plans for such Improvement shall have been approved by the Committee; provided, however, that improvements and alterations which are completely within a Unit may be undertaken without such approval, subject to Article 10 of this Declaration.

(C) The Committee's approval or disapproval of plans and other information submitted to it, or its decision or other action with respect to any other matter properly before it, shall be conclusive and binding on all interested parties.

19.3 Organization and Operation of Committee.

RECEL 5233 IMAGE 2873

(A) Term. The term of office of each member of the Committee selected by the Board shall be one year, commencing January 1, and continuing until his or her successor has been appointed. Should a Committee member selected by the Board die, retire, resign, become incapacitated, or be removed, a successor shall be appointed by the Board.

(B) Chairman. At such time as the Committee is appointed by the Board of Directors, the chairman of the Committee shall be the President of the Association if he or she is serving on the Committee; otherwise, the chairman of the Committee shall be elected from among the members of the Committee by majority vote of the Board.

(C) Operations. The chairman shall take charge of and conduct all meetings and shall provide for reasonable notice to each member of the Committee prior to any meeting. The notice shall set forth the time and place of the meeting, and notice may be waived by any member. In the absence of a chairman, the Board may elect a successor, or if the absence is temporary, a temporary successor.

(D) Voting. The affirmative vote of a majority of the members of the Committee present shall govern its actions and be the act of the Committee. A quorum shall consist of a majority of the members of the Committee.

(E) Expert Consultation. The Committee may avail itself of such technical and professional advice and consultants as it deems appropriate.

19.4 Expenses. Except as provided below, all expenses of the Committee shall be paid by the Association. The Committee shall have the right to charge a fee for each application submitted to it for review, in an amount which may be established by the Committee from time to time, and such fees shall be collected by the Committee and remitted to the Association to help defray the expenses of the Committee's operation.

19.5 Architectural Guidelines. The Committee shall from time to time adopt, establish, and publish Architectural Guidelines. The Architectural Guidelines shall not be inconsistent with this Declaration, but shall more specifically define and describe the architectural standards for the Condominium and the various uses within the Condominium. The Architectural Guidelines may be modified or amended from time to time by the Committee. Further, the Committee, in its sole discretion, may excuse compliance with such requirements as are not necessary or appropriate in specific situations and may permit compliance with different or alternative requirements. Compliance with the architectural review process is not a substitute for compliance with governmental building, zoning, and subdivision regulations.

REEL 5239 IMAGE 2874

19.6 **Procedures.** As part of the Architectural Guidelines, the Committee shall make and publish such rules and regulations as it may deem appropriate to govern its proceedings.

19.7 **Limitation of Liability.** The Committee shall use reasonable judgment in accepting or disapproving all proposals, plans and specifications submitted to it. Neither the Committee, nor any individual Committee member, shall be liable to any person for any official act of the Committee in connection with such proposals, plans and specifications, except to the extent the Committee or any individual Committee member acted with malice or wrongful intent. Notwithstanding that the Committee has approved any such proposal, plans or specifications, neither the Committee nor any of its members shall be responsible or liable to any Unit Owner or contractor with respect to any loss, liability, claim, or expense which may arise by reason of such approval. Neither the Board, the Committee, or any agent thereof, nor Declarant or any of its partners, employees, agents, or consultants shall be responsible in any way for any defects in any plans or specifications submitted, revised or approved in accordance with the provisions of this Declaration, nor for any structural or other defects in any work done according to such plans and specifications.

19.8 **Applicability to Declarant.** The provisions of this Article 19 shall not apply to Declarant.

20. **Construction and Alteration of Improvements.**

20.1 **General.** Except to the extent permitted in Article 18 or 19 above, any construction, reconstruction, refinishing or alteration of any part of the exterior of any building or any other Improvement on the Property, other than by Declarant, is absolutely prohibited.

20.2 **Deemed Nuisances.** Every violation of this Article 20 is hereby declared to be and to constitute a nuisance, and every public or private remedy allowed for such violation by law or equity against a Unit Owner or other offender shall be applicable and available to the Association and any other Unit Owner.

20.3 **Removal of Nonconforming Improvements.** The Association, after reasonable notice to the Unit Owner or other offender, may bring an action in law or equity to remove any Improvement constructed, reconstructed, refinished, altered, or maintained in violation of this Declaration, and the owner of the offending Improvement shall reimburse the Association for all expenses incurred in connection with such action, including costs and attorneys' fees.

21. **Maintenance Responsibilities.**

REEL 5239 IMAGE 2875

21.1 Repairs and Maintenance of the Common Elements. Maintenance of the Common Elements shall be in accordance with standards established by the Association from time to time.

The Association, through the Board of Directors, shall be responsible for the management, control, and maintenance of the Common Elements and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Maintenance of the exterior of the Condominium buildings shall be the responsibility of the Association and shall be provided as a Common Expense. Such maintenance includes, without limitation, painting, repair and replacement of exterior walls and surfaces (excluding glass), moldings, facia, roofs, garage maintenance and repair, repair and security, railings, stairways, porches, and other exterior facilities serving the Units; provided, however, in no event or circumstance shall the Association maintain or clean the exterior surface of any windows.

21.2 Unit Owner Responsibilities for Maintenance. Each Unit Owner shall be responsible for keeping the interior of his or her Unit, all glass window surfaces, and all of the Unit's equipment, fixtures and appurtenances, in good order, condition and repair and in a clean and sanitary condition. In addition each Unit Owner shall be responsible to maintain and keep in a clean and sanitary condition (including payment of all expenses therefor) all Limited Common Elements which are appurtenant to his or her Unit; provided, however, driveway, balcony, garage, external utility closets and patio maintenance and repair shall be a Common Expense as set forth in Section 12. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair or replacement (and the payment of all expenses therefor) of all plumbing fixtures, lighting fixtures, air conditioning or heating equipment, dishwashers, garbage disposal, or other equipment which may be connected to or included in the Unit. Snow removal on the driveway and sidewalk adjacent to the Unit shall be a Unit Owner's responsibility if set forth in the Rules and Regulations.

21.3 Failure to Maintain. If the Board of Directors determines that (i) any Unit Owner has failed or refused to discharge properly his or her obligation with regard to the maintenance, repair, or replacement of items for which he or she is responsible; or (ii) that the need for any maintenance, repair, or replacement of the Common Elements or Limited Common Elements has been caused through the willful or negligent act of any Unit Owner, his or her family members, guests, lessees, tenants or invitees, and such is not covered or paid by insurance in full, then the Association shall provide such maintenance, repair or replacement at the Unit Owner's sole cost and expense reduced by any insurance proceeds received by the Association. Such costs shall be a Special Assessment against such Unit Owner. Except in an emergency situation, the Association shall give the Unit Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement at the Unit Owner's cost and expense. The

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notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors.

Unless the Board of Directors determines that an emergency exists, the Unit Owner shall have ten (10) days from receipt of such notice within which to complete the maintenance, repair, or replacement described in the notice. If the maintenance, repair, or replacement is not capable of completion within such time period, the Unit Owner shall have ten (10) days from the receipt of such notice to commence the required maintenance, replacement or repair and shall thereafter proceed with diligence to complete such required maintenance, replacement or repair. If the Board determines that an emergency exists, or that a Unit Owner has not complied with the notice given by the Association as herein provided, the Association may, but is not obligated to, provide any such maintenance, repair, or replacement in the manner described above. The Association or its agents or employees shall have a right of entry upon or into the Unit or Limited Common Element as necessary to perform such work and shall not be liable for trespass for such entry or work. Entry may be made during normal working hours with reasonable notice to the Unit Owner or without notice at any time in the case of an emergency.

REEL 5239 IMAGE 2877

21.4 **Insurance Deductibles.** If maintenance is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or persons (including the Association) who would be responsible for such repair in the absence of insurance. If the loss affects more am one Unit, or one or more Units and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in accordance with the total cost of repair. Notwithstanding the above, should the Association obtain a per Unit/per occurrence deductible, each Unit Owner shall be responsible for any deductible applicable to his or her Unit.

Maintenance standards shall be enforced by Declarant, the Board of Directors, and the Management Firm, if any.

21.5 **Maintenance of Common Services.**

(A) **Maintenance Directives.** The Association, acting through its Board, shall act as liaison between Unit Owners and providers of common services, such as sewer, gas, electric, cable television, and telephone services, for purposes of notifying such providers of problems with or interruption of such services and ensuring that such services are properly maintained by their providers. The Association, acting through its Board, shall also be responsible for carrying out any proper maintenance directives issued by such service providers to their service users.

All electric, gas, and telephone service to the Units will be billed directly to the Unit Owners by the service provider. Fees for sewer, water, cable

television, road maintenance and security services, if any, will be charged to the Association and become a Common Expense as provided below.

(B) **Water and Sanitary Service.** The City of Franklin will be the public entity responsible for providing water and sanitary sewer services to the Unit Owners. Any fees, charges, or special assessments charged to the Association for Common Element purposes by the City for said utilities shall be a Common Expense of the Association.

(C) **Other Municipal Services.** The City of Franklin may provide other services to the Association, such as trash collection. Any fees, charges, or special assessments charged to the Association by the City for said utilities shall be a Common Expense of the Association.

(D) **Other Maintenance.** Snow removal, garbage disposal, and other maintenance requirements not provided by the City of Franklin, and not the responsibility of the Unit Owner per Section 21.2, will be the responsibility of the Association. These services will be contracted from service providers or will be furnished by the Management Firm. Fees will be charged to the Association as a Common Expense.

(E) **Emergency Services.** Fire protection and emergency services will, be furnished to the Property by those Departments assigned to the Property by the local units of government.

22. **Remedies for violation by Unit Owner.** If any Unit Owner fails to comply with the Declaration, Bylaws, or the Condominium Act, such Unit Owner may be sued for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner including Declarant.

23. **Special Declarant Rights.** Notwithstanding anything to the contrary contained elsewhere in this Declaration, Declarant shall have the following rights:

23.1 **Right of Declarant to Dispose of Units.** Declarant shall have the right to sell or otherwise dispose of Units by deed, land contract or other form of installment sale, or by such other means of conveyance as it may choose, and in the event Declarant shall be forced to foreclose or otherwise recover possession of any Unit as the result of the default of a purchaser under a land contract, installment sale, or mortgage, Declarant shall be free to dispose of any such Units by any means whatsoever. Nothing herein contained shall in any way restrict the Declarant's right to rent Units not sold or otherwise disposed of.

23.2 **Sales Offices and Models.** Declarant has the right to maintain sales offices, management offices, models, signs advertising the Condominiums, and directional signs in the Condominium. As long as Declarant is a Unit Owner, Declarant and its duly authorized agents, representatives and employees may use,

REEL 52336 IMAGE 2878

occupy or maintain any Unit owned by Declarant or any portion of the Common Elements as a model Unit or sales office or management office.

23.3 **Easement Use.** So long as Declarant owns any Unit, Declarant shall have and hereby reserves easements over, across and through all of the Property for the purpose of making Improvements on or within the Property, for construction of Units or improvements to the Common Elements, for provision of services to Unit Owners, and for the maintenance of sales offices, signs, and/or model Units on the Property, and for such other purposes as the Declarant shall require.

Declarant reserves the right to grant additional easements over, across and through the Common Elements to third parties for the purposes of construction, repair, or maintenance within the Condominium.

23.4 **Expansion of Condominium.**

a. The Declarant, its successors and assigns, for a period of ten (10) years from the date of the recording of this Declaration, hereby expressly reserves the right to expand the Property in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to, and makes no representations that it will, expand or construct any part or all of the Condominium. The right to expand is subject to the following:

(i) that the total area of Additional Property added to the Condominium shall not exceed the total area of the Additional Property as described in the Plat and Plans, and attached hereto and made a part hereof as Exhibit B. However, portions of the Additional Property may be added to the Condominium in phases.

(ii) the maximum number of Units which may be constructed on the Property and Additional Property will not exceed 288 units.

(iii) if Declarant desires to exercise its right to expand, then Declarant shall execute and record a supplemental declaration, which shall describe the portion of the Additional Property to be added to the Condominium, the number of Units to be added, a description of the additional Units and any additional Common Elements, the undivided percentage interest of each Unit, and any additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Additional Property being submitted to the Declaration, including a provision for additional easements and tree preservation areas, or to reflect any adjustment to the Common Expenses in connection with the Condominium as expanded.

(iv) the Declarant has the sole right to determine the location, size, quality and other similar features of the Additional Property, including without limitation the Limited Common Elements, the Common Elements and the Units; provided, however, the Improvements to the Additional Property shall be completed in a

REEL 5239 IMAGE 2879

manner which is substantially similar in quality and workmanship to the Improvements theretofore subject to this Declaration. The Additional Property added to the Condominium shall be subject to the same use restrictions contained herein.

(v) in the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Unit Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.

(vi) in the event the Condominium is expanded, the undivided percentage interests in the common elements shall be adjusted as set forth herein and the Common Expenses, Assessment and other similar expenses assessed by this Declaration and any other Condominium Document shall be adjusted according to the then existing needs of the Condominium.

(vii) in the event the Condominium is expanded, Unit Owners of the Units added to this Declaration shall be entitled to vote, with each Unit having one vote, upon the recording of the supplemental declaration which adds the Units to the Condominium.

b. Consent to Expansion. By acceptance of a deed of conveyance of a Unit, the grantee is hereby deemed to agree to the expansion of the Condominium and shall make no attempts to prevent the expansion of the Condominium in the event the Declarant decides to exercise its option to expand the Condominium.

24. Easements, Reservations and Encroachments.

24.1 Utilities. Declarant hereby reserves easements for purposes of providing utility services, including without limitation the right to install, lay, maintain or repair and replace electrical lines and power transformers, water systems and related facilities, sewer lines, gas mains, telecommunication systems and equipment, and master antenna or cable access television system wires and equipment, over, under, along and on any part of the Common Elements. The Declarant, in Declarant's sole discretion, may convey any such easement, or any interest therein, to any utility company or provider or, in the case of a water system and related facilities, to the Unit Owners of the building served by the water system.

24.2 Encroachments. In the event that by reason of the construction, reconstruction, settling or shifting of any building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of each such encroachment are hereby established and shall exist for the benefit of such

REEL 1334 IMAGE 2880

encroaching Unit or Common Element so long as all or any part of the building containing such Unit or Common Element shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Unit Owner of any Unit, if such encroachment occurred due to the willful misconduct of said Unit Owner.

24.3 **Binding Effect.** All easements and rights described herein are easements appurtenant to and running with the land described herein. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding upon, Declarant, its successors and assigns, and on all Unit Owners, purchasers and Mortgagees and their heirs, personal representatives, successors and assigns. Declarant, the Association and its Board of Directors shall have the authority to execute all documents necessary to carry out the intent of this Article 24.

24.4 **Location and Dimension of Easements Reserved to Declarant.** Declarant in its sole discretion, or Declarant's designee, shall determine the location and dimension of any easement reserved to the Declarant by this Article 24 the location and dimension of which are not expressly described herein or in the Plat and Plans. The location and dimension of any such easement, as so determined, shall be reasonable under the circumstances, taking into account the purpose or purposes for which the easement is reserved.

25. **No Waiver in Case of Failure of Association to Insist on Strict Performance.** The failure of the Association or the Board of Directors to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as, or result in, a waiver or a relinquishment of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any Assessment from a Unit Owner, with knowledge of breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association or the Board of Directors of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association or the Board of Directors.

26. **Amendments to Declaration.** Except as otherwise provided by the Condominium Act, this Declaration may be amended only by the written consent of the holders of not less than two-thirds (2/3) of all votes entitled to be cast by the Unit Owners, including Declarant. A Unit Owner's written consent is not effective unless it is approved by the Mortgagee of the Unit, if any.

Unless Declarant has expressly consented to such amendment in writing, no amendment shall alter, limit or abrogate the rights and interests granted to or reserved by Declarant in this Declaration. Copies of each amendment shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment

REEL 5239 IMAGE 2881

as so certified shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each Unit Owner at his or her address on file with the Association.

This Article 26 shall not apply to, limit or affect the right of Declarant, which Declarant hereby reserves, to amend this Declaration if, and to the extent that, Declarant deems such amendment necessary to satisfy the project approval requirements of the Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, or any other purchaser of mortgages on the secondary mortgage market. Declarant's reservation of this right shall not be deemed to commit Declarant to obtaining such project approval, and any decision to obtain such project approval shall be in the Declarant's sole discretion.

27. **Notices.** The giving of any notice, statement, demand or document required or permitted by this Declaration, the Bylaws or the Condominium Act to be given to a Unit Owner, the Association or the Declarant shall be effective if such notice, statement, request, demand or document is sent by first class mail or delivered personally or by private carrier to the address of the recipient as provided below.

If to a Unit Owner:

The name and address of the Unit Owner on file with the Secretary of the Association; if such Unit is owned by more than one person, the name and address of one (1) co-owner of the Unit shall be deemed sufficient.

If to the Association:

Woodland Trails Condominium Association, Inc.
Attn: Paul Votto
622 North Water Street, Suite 200
Milwaukee, WI 53202

If to the Declarant:

Franklin Square, LLC
Attn: Paul Votto, Manager
622 North Water Street, Suite 200
Milwaukee, WI 53202

28. **Association's Agent for Service of Process.** The initial resident agent of the Association for service of process shall be Paul Votto, whose address is 622 North Water Street, Suite 200, Milwaukee, Wisconsin 53202. 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 the name with the Secretary of State.

REEL 5236 IMAGE 2882

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

30. **Captions.** The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions hereof.

31. **Severability.** The provisions of this Declaration shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of the provision or any other provision of this Declaration.

32. **Subordination.** The provisions of this Declaration and any amendments hereto shall be subordinate and subject to the provisions of the Condominium Act, which shall control in case of conflict. However, the provisions of this Declaration and any amendments hereto shall prevail over any conflicting provisions in the Articles of Incorporation or Bylaws of the Association.

33. **Applicable Law.** This Declaration shall be governed by and interpreted in accordance with the laws of the State of Wisconsin.

REEL 5239 IMAGE 2883

IN WITNESS WHEREOF, Franklin Square, LLC has caused this Condominium Declaration to be executed at Franklin, Wisconsin, this 18th day of December, 2001.

FRANKLIN SQUARE, LLC

By: _____
Paul Votto, Manager

STATE OF WISCONSIN)
)SS
MILWAUKEE COUNTY)

Personally came before me this 18th day of December, 2001, the above named, Paul Votto, Manager of Franklin Square, LLC, to me known to be the person who executed the foregoing instrument and acknowledges the same.

_____
Notary Public, State of Wisconsin
My Commission: _____
William R. Soderstrom

This instrument was drafted by:
William R. Soderstrom, Esq.
Fox, O'Neill & Shannon, S.C.
622 North Water Street, Suite 500
Milwaukee, WI 53202

REEL 2739 IMAGE 2884

EXHIBIT A

LEGAL DESCRIPTION

Woodland Trails Condominium
Legal description

Parcel 3 of Certified Survey Map No. 6924, as said C.S.M. was recorded on February 7, 2001 in the Milwaukee County Register of Deeds Office as Document No. 8021091, being that part of the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Also:
That part of Outlot 1 of said Certified Survey Map which is described as follows: Commencing at the southeast corner of said Parcel 3; thence South 87°53'52" West, 132.32 feet to the Point of Beginning of lands to be described; thence South 87°56'34" West, 126.77 feet; thence South 64°22'25" West, 74.36 feet; thence South 47°12'47" West, 145.14 feet; thence North 00°15'49" West, along the west line of said Outlot, 301.61 feet; thence North 89°44'11" East, 112.65 feet; thence South 48°33'50" East, 252.08 feet to the Point of Beginning.

REC'D 2755
IMAGE 2885

EXHIBIT B

EXPANSION AREA

Additional Property Reserved for Expansion of Condominium
Legal Description

Parcels 1 and 2 of Certified Survey Map No. 6924, as said C.S.M. was recorded on February 7, 2001 in the Milwaukee County Register of Deeds Office as Document No. 8021091, being that part of the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Excepting therefrom:
That part of Parcel 2 of said Certified Survey Map, described as follows:
Beginning at the southeast corner of said Parcel 2; thence South 88°22'46" West, 407.99 feet; thence North 00°24'05" West, 185.00 feet; thence North 88°22'46" East, 407.99 feet; thence South 00°24'05"East, 185.00 feet to the Point of Beginning.

Also:
That part of Parcel 2 of said Certified Survey Map, described as follows:
Beginning at the southwest corner of said Parcel 2; thence North 01°37'47" West, 100.00 feet; thence North 07°20'16" West, 120.60 feet; thence North 01°37'47" West, 102.72 feet to a Point of Curvature of a curve to the right; thence 101.30 feet along the arc of a 267.00 foot radius curve to the right, whose center lies to the southeast, has a delta angle of 21°44'14", and a chord which bears North 09°14'20" East, 100.69 feet; thence North 20°06'27" East, 110.53 feet; thence North 75°24'17" East, 159.41 feet; thence South 00°20'27" East, 560.19 feet; thence South 88°22'14" West, 190.67 feet to the Point of Beginning.

REEL 5239 IMAGE 2886

EXHIBIT C

DECLARATION OF ACCESS AND USE EASEMENT

This Easement Agreement is made and entered into this _____ day of December, 2001, by FRANKLIN SQUARE, LLC, a Wisconsin limited liability company, with its principal offices located in Milwaukee, Wisconsin (hereinafter "Declarant").

WHEREAS, Declarant is the owner of certain parcels of real property in the City of Franklin, Milwaukee County, State of Wisconsin, as more particularly described in Exhibits A ("Parcel A") and B ("Parcel B"), respectively, attached hereto and incorporated herein by reference; and,

WHEREAS, Parcel A is or shall be subject to the Condominium Declaration for Woodland Trails Condominium (the "Declaration"), and includes a Clubhouse, as defined in the Declaration, which may be constructed by the Declarant; and,

WHEREAS, Parcel B may be developed as townhouses, apartments or otherwise, and Declarant wishes that the owners, lessees, occupants and their invitees of improvements on Parcel B have access to, and use of, the Clubhouse, when and if built, on the terms and conditions stated herein; and,

WHEREAS, this Declaration shall only be effective if, and at such time, as the Clubhouse is completed and is open for use; and if, and only during such time as, Parcel B, or any portion thereof, contains constructing housing units that are not subject to the Declaration, as amended (collectively the "Effective Time");

NOW, THEREFORE, it is agreed as follows:

REEL 5733 IMAGE 2881

1. Declared Easement Granted by Declarant. During the Effective Time, the owners, lessees and occupants of Parcel B, and their invitees, successors and assigns, shall have non-exclusive easement solely for purposes of ingress and egress over the Common Areas described in the Declaration to the Clubhouse. This is an easement only for access and ingress and all other purposes and uses are expressly prohibited. Declarant reserves the right in its discretion, to more specifically describe and limit the area of the easement by an amendment to this Declaration, per Section 5.

2. Use of Clubhouse. During the Effective Time, Owners, lessees and occupants of Parcel B, and their invitees, subject to any rules and regulations promulgated by Declarant, shall have the joint right, along with owners and invites of Parcel A, to use and enjoyment of the Clubhouse.

3. Repair and Maintenance. Liability for all costs in connection with initial construction of the Clubhouse shall be the responsibility of Declarant. Following the initial construction of the Clubhouse, the owners of Parcel A and Parcel B shall share the costs and expenses of maintenance, repair and replacement of the Clubhouse, on a formula basis of one unit for every constructed condominium unit on Parcel A, and one unit for every constructed separate living unit on Parcel B.

4. Term and Nature of Easements. The Declaration of Access and Use Agreement hereby granted is non-exclusive, irrevocable, perpetual and shall be an easement and covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns including, but not limited to, all subsequent owners of Parcel A and Parcel B, and any portion thereof. The acceptance of any transfer or conveyance of

REEL 5236 IMAGE 2988

title from any party hereto or its respective heirs, representatives, successors or assigns of all or any part of its interest in Parcel A and/or Parcel B shall be deemed to:

(a) Require the grantee to agree not to use, occupy or allow any lessee or occupant of such property to use or occupy the property in any manner which would constitute a violation or breach of any of the easements and covenants contained herein; and,

(b) Impose upon the grantee the obligation to assume and agree to perform each and all of the obligations of the conveying party under this Agreement with respect to any such property which will be conveyed to such grantee.

Nothing contained in this Declaration of Access and Use Agreement shall, or shall be deemed to, constitute a gift or dedication of any portion of the Declaration of Access and Use Agreement to the general public or for the benefit of the general public or for any public purpose whatsoever, it being the intention of the parties that this Declaration of Access and Use Agreement will be strictly limited to and for the purposes expressed herein.

The parties recognize that by virtue of Sec. 893.33 of the Wisconsin Statutes currently in effect, easements, covenants, and restrictions on use of real estate set forth in any recorded instrument may be barred or rendered unenforceable after various periods from the date of recording as set forth in the statutes, unless an instrument as prescribed by such statutes is filed for record. It is agreed that, as to any restriction, easement, condition, or covenant which is, by the terms of this Agreement, to be extended beyond its applicable period as provided in the statute, any party hereto or any successor or assign of a party hereof may file for record the proper instrument for the purpose of extending the same beyond the statutory period so that the same shall terminate only as provided in this Agreement. In the event any party or successor or assign shall fail or refuse to join in the execution of any such instrument, then each and every

REEL 3234 IMAGE 2889

other party and their successors and assigns are hereby appointed as attorney-in-fact for such party failing or refusing to join in such a request to execute and file such an instrument, which power shall be deemed coupled with an interest. This agreement, or any easement, covenant, restriction, or undertaking contained herein, may be terminated, extended, or amended only by the recording of the appropriate document in the Office of the Register of Deeds of Milwaukee County, Wisconsin, which document must be executed by all of the Owners and mortgagees of the Parcels affected hereby as of the date of such document.

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

5. Amendment. This Declaration of Access and Use Agreement may be amended by the Declarant to more specifically describe the area of the easement described in Section 1 at any time upon written notice to the owners of Parcel A and Parcel B.

6. Effect of Expansion. If the Declaration is amended to include part, but not all of Parcel B, then Parcel B shall be considered, from such time, to include only that portion of Parcel B not included in the Property subject to the Declaration.

7. Notice. Any notice required or permitted under this Agreement shall be deemed sufficiently given and served if sent by certified mail, return receipt requested or by overnight delivery, to the party or parties at the addresses set forth below and either party may by like written notice at any time and from time to time designate a different address to which notice shall subsequently be sent. Notices given in accordance with the provisions of this paragraph shall be deemed received the following day after mailing if sent by overnight delivery or the date actually received as evidenced by the return receipt if sent by certified mail.

Parcel A: Woodland Trails Condominium
c/o Paul Votto

REEL 5235 IMAGE 2860

622 North Water Street, Suite 200
Milwaukee, WI 53202

Parcel B: Franklin Square, LLC
c/o Paul Votto
622 North Water Street, Suite 200
Milwaukee, WI 53202

Nothing contained herein shall be construed to prevent the assignment, or granting of a security interest in this Agreement, to any lender or any party hereto, in which event any party hereto, if requested in writing to do so, agrees to give any notice required to be given to a party hereunder to such party's lender or lenders contemporaneously with notice to such party and to allow such lender or lenders the same rights to cure any default as is granted to such party herein.

IN WITNESS WHEREOF, the Declarant has caused this Agreement to be executed on the date first written above.

FRANKLIN SQUARE, LLC

BY:_____
Paul Votto, Manager

REEL 5239 IMAGE 2891

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this _____ day of December, 2001, PAUL VOTTO, the manager of Franklin Square, LLC, to me known to be the person who executed the foregoing instrument, and acknowledged that he executed the foregoing instrument as such member as the deed of said limited liability company, by its authority.

_____
Notary Public, State of Wisconsin
My Commission:_____

This document was drafted by and
should be returned to:

William R. Soderstrom, Esq.
Fox, O'Neill & Shannon, S.C.
622 North Water Street
Suite 500
Milwaukee, WI 53202

REEL 2259 IMAGE 2892

EXHIBIT A

Woodland Trails Condominium
Legal description

Parcel 3 of Certified Survey Map No. 6924, as said C.S.M. was recorded on February 7, 2001 in the Milwaukee County Register of Deeds Office as Document No. 8021091, being that part of the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Also:
That part of Outlot 1 of said Certified Survey Map which is described as follows: Commencing at the southeast corner of said Parcel 3; thence South 87°53'52" West, 132.32 feet to the Point of Beginning of lands to be described; thence South 87°56'34" West, 126.77 feet; thence South 64°22'25" West, 74.36 feet; thence South 47°12'47" West, 145.14 feet; thence North 00°15'49" West, along the west line of said Outlot, 301.61 feet; thence North 89°44'11" East, 112.65 feet; thence South 48°33'50" East, 252.08 feet to the Point of Beginning.

RECD 0739 IMAGE 2893

EXHIBIT B

Legal Description

Parcels 1 and 2 of Certified Survey Map No. 6924, as said C.S.M. was recorded on February 7, 2001 in the Milwaukee County Register of Deeds Office as Document No. 8021091, being that part of the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Excepting therefrom:
That part of Parcel 2 of said Certified Survey Map, described as follows:
Beginning at the southeast corner of said Parcel 2; thence South 88°22'46" West, 407.99 feet; thence North 00°24'05" West, 185.00 feet; thence North 88°22'46" East, 407.99 feet; thence South 00°24'05"East, 185.00 feet to the Point of Beginning.

Also:
That part of Parcel 2 of said Certified Survey Map, described as follows:
Beginning at the southwest corner of said Parcel 2; thence North 01°37'47" West, 100.00 feet; thence North 07°20'16" West, 120.60 feet; thence North 01°37'47" West, 102.72 feet to a Point of Curvature of a curve to the right; thence 101.30 feet along the arc of a 267.00 foot radius curve to the right, whose center lies to the southeast, has a delta angle of 21°44'14", and a chord which bears North 09°14'20" East, 100.69 feet; thence North 20°06'27" East, 110.53 feet; thence North 75°24'17" East, 159.41 feet; thence South 00°20'27" East, 560.19 feet; thence South 88°22'14" West, 190.67 feet to the Point of Beginning.

CONDOMINIUM DECLARATION
FOR
WOODLAND TRAILS CONDOMINIUM

8199779

REGISTER'S OFFICE) SS
Milwaukee County, WI

RECORDED AT 2:07 PM

01-10-2002

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 103.00

REEL 5239 IMAGE 2848

Return to:
William R. Soderstrom, Esq.
Fox, O'Neill & Shannon, S.C.
622 N. Water Street, Suite 500
Milwaukee, WI 53202

AMENDMENT

The Condominium Declaration for Woodland Trails Condominium, Franklin, Wisconsin, executed on the 18th day of December, 2001 (the "Declaration") by Franklin Square, LLC, a Wisconsin limited liability company ("Declarant") and recorded in Reel 5239, Images 2848-2894, in the Register of Deeds of Milwaukee County, Wisconsin, Document number 08199779 regarding the property described on Exhibits A and B, attached hereto, is hereby amended as follows:

1. Section 2 is amended to add the following definition:

Townhouse Units means Units consisting of first and second floor living areas, which may or may not have basements.

2. The definition of Plat and Plans in Section 2 is replaced as follows:

Plat and Plans means the Plat of Woodland Trails Condominium filed for record in the plat book maintained for condominium plats by the Register of Deeds of Milwaukee County, as amended from time to time.

3. The first sentence of Section 4.1 is amended to state as follows:

4.1. Unit Identification. The Condominium will consist of as many as 46 Buildings, including any expansion pursuant to Section 23.4, with between two to twenty-four Units in each Building.

4. Section 4.2(A) is amended to add the following:

Section 4.2(A) applies to all Units which are not Townhouse Units.

5. Section 4.2(A)(1) is added to state as follows:

4.2(A)(1) Horizontal boundaries for Townhouse Units: The lower horizontal boundary shall be the top surface of the unfinished concrete floor and the

upper horizontal boundary shall be the plane formed by the lower most surface of the drywall or other material forming the ceiling of the upper level of the Townhouse Unit. Each Townhouse Unit shall retain use of an adjacent garage as a Limited Common Element, as shown on the Plat and Plans.

6. The Plat and Plans are amended as reflected in the Amended Woodland Trails Condominium Plat recorded on April 15, 2004.

Except as amended, the Declaration is reaffirmed in all respects.

CERTIFICATION

The above amendment was adopted by the Woodland Trails Condominium Association effective April 15, 2004.

WOODLAND TRAILS CONDOMINIUM ASSOCIATION

BY: _____
Paul Votto, President

BY: _____
Wendy Burke, Secretary

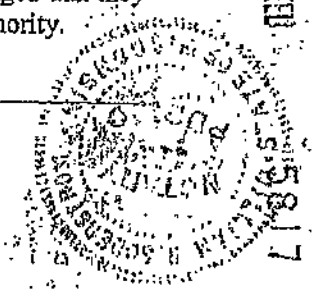
STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 15th day of April, 2004, Paul Votto, President, and Wendy Burke, Secretary, of the above-named corporation, to me known to be such

RECD 5817 4885

persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers as the deed of said corporation, by its authority.

Notary Public, State of Wisconsin
My Commission is permanent.



This instrument was drafted by:
Attorney William R. Soderstrom
Fox, O'Neill & Shannon, S.C.
622 North Water Street, Suite 500
Milwaukee, WI 53202
(414) 273-3939

RECEIVED
IMAGED
9884

EXHIBIT A

LEGAL DESCRIPTION

Woodland Trails Condominium
Legal description

Parcel 3 of Certified Survey Map No. 6924, as said C.S.M. was recorded on February 7, 2001 in the Milwaukee County Register of Deeds Office as Document No. 8021091, being that part of the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Also:
That part of Outlot 1 of said Certified Survey Map which is described as follows: Commencing at the southeast corner of said Parcel 3; thence South 87°53'52" West, 132.32 feet to the Point of Beginning of lands to be described; thence South 87°56'34" West, 126.77 feet; thence South 64°22'25" West, 74.36 feet; thence South 47°12'47" West, 145.14 feet; thence North 00°15'49" West, along the west line of said Outlot, 301.61 feet; thence North 89°44'11" East, 112.65 feet; thence South 48°33'50" East, 252.08 feet to the Point of Beginning.

RECD 5817 IMAGE 4887

EXHIBIT B

EXPANSION AREA

Additional Property Reserved for Expansion of Condominium
Legal Description

Parcels 1 and 2 of Certified Survey Map No. 6924, as said C.S.M. was recorded on February 7, 2001 in the Milwaukee County Register of Deeds Office as Document No. 8021091, being that part of the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Excepting therefrom:
That part of Parcel 2 of said Certified Survey Map, described as follows:
Beginning at the southeast corner of said Parcel 2; thence South 88°22'46" West, 407.99 feet; thence North 00°24'05" West, 185.00 feet; thence North 88°22'46" East, 407.99 feet; thence South 00°24'05"East, 185.00 feet to the Point of Beginning.

Also:
That part of Parcel 2 of said Certified Survey Map, described as follows:
Beginning at the southwest corner of said Parcel 2; thence North 01°37'47" West, 100.00 feet; thence North 07°20'16" West, 120.60 feet; thence North 01°37'47" West, 102.72 feet to a Point of Curvature of a curve to the right; thence 101.30 feet along the arc of a 267.00 foot radius curve to the right, whose center lies to the southeast, has a delta angle of 21°44'14", and a chord which bears North 09°14'20" East, 100.69 feet; thence North 20°06'27" East, 110.53 feet; thence North 75°24'17" East, 159.41 feet; thence South 00°20'27" East, 560.19 feet; thence South 88°22'14" West, 190.67 feet to the Point of Beginning.

RECD 5817 IMAGE 1888

DOC. #
8762781

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 2:21 PM
04-15-2004

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 21.00

REC'D
5817
IMAGE
4883

AMENDMENT TO CONDOMINIUM DECLARATION FOR WOODLAND TRAILS CONDOMINIUM

Return to:
William R. Soderstrom, Esq.
Fox, O'Neill & Shannon, S.C.
622 N. Water Street, Suite 500
Milwaukee, WI 53202

AMENDMENT NO. 2 TO CONDOMINIUM DECLARATION FOR WOODLAND TRAILS CONDOMINIUM

The Amendment to Declaration is made pursuant to the Condominium Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes ("Condominium Act"), on the date set forth below by Franklin Square, LLC, a Wisconsin limited liability company having its principal office at 622 North Water Street, Suite 200, Milwaukee, Wisconsin 53202 (referred to as the "Declarant"), and amends the Condominium Declaration for Woodland Trails Condominium executed by Declarant on December 18, 2001 and recorded January 10, 2002 as Document No. 8199779, Reel 5239, Image 2848-2894, as previously amended by an Amendment dated April 15, 2004, and recorded April 15, 2004 as Document No. 8762781, Reel 5817, Image 4883-4888 (collectively the "Declaration").

Purpose of Amendment

Declarant is the owner in fee simple of the real property located in Milwaukee County, Wisconsin described on Exhibit A, attached hereto and incorporated herein.

Declarant is also the owner in fee simple of the real property located in Milwaukee County, Wisconsin described on Exhibit B, attached hereto and incorporated herein, and referred to as the Added Property, and the property described on Exhibit C, attached hereto and incorporated herein, and referred to as the Expansion Property.

The Declarant reserved for itself in the Declaration pursuant to Section 703.26 of the Condominium Act the right to expand the Property to include the Added Property as part of the condominium. By this Amendment, the Declarant does include the Added Property as part of the condominium, with all rights and obligations as set forth in the

Declaration as amended. The Expansion Property may become subject to the Declaration pursuant to Section 23.4 of the Declaration.

All capitalized terms not specifically defined in this Amendment shall be as defined in the Declaration as amended.

Amendments

1. The definition of Property as contained in Section 2 of the Declaration, is replaced and restated as follows:

Property means the land together with all existing and future Improvements thereon that is subject to the Declaration and described on Exhibit A and Exhibit B, hereto.

2. Section 3.3 is replaced and restated as follows:

Section 3.3. Property Description. The Property is described on Exhibit A and Exhibit B of this Amendment, subject to expansion pursuant to Section 23.4 to include the real estate described on Exhibit C. The condominium may include two and three bedroom units.

3. Section 4.1 is replaced and restated as follows:

Section 4.1. Unit Identification. The condominium will include a total of 109 units in 17 buildings on the property located on Exhibits A and B hereto. Pursuant to the expansion rights specified in Section 23.4, the condominium may consist of as many as 254 units located in as many as 46 buildings. Each unit shall be designated by an identifying number or address. The location and approximate area of the units, and further details identifying and outlining the units, are set forth in the Woodland Trails Condominium Plat No. 2 Addendum recorded on or about even date hereof.

4. The number of additional units to be added by this amendment is 15.

5. The additional Units and additional Common Elements are included on the plat and plans, as amended on or about even date hereof.

6. The undivided percentage interests of each Unit is its Relative Share.

Except as stated herein, the Declaration is reaffirmed and re-ratified in all respects.

IN WITNESS WHEREOF, Franklin Square, LLC has caused this Amendment to Condominium Declaration to be executed at Milwaukee, Wisconsin this 10th day of June, 2005.

FRANKLIN SQUARE, LLC

BY: _____
Wendy Slocum, Manager

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 10th day of June, 2005, Wendy Slocum, Manager of Franklin Square, LLC, to me known to be such person who executed the foregoing instrument and acknowledged that he executed the foregoing instrument as such member as the deed of said limited liability company, by its authority.

_____
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument was drafted by:
Attorney William R. Soderstrom
Fox, O'Neill & Shannon, S.C.
622 North Water Street, Suite 500
Milwaukee, WI 53202
(414) 273-3939

EXHIBIT A

LEGAL DESCRIPTION

Woodland Trails Condominium
Legal description

Parcel 3 of Certified Survey Map No. 6924, as said C.S.M. was recorded on February 7, 2001 in the Milwaukee County Register of Deeds Office as Document No. 8021091, being that part of the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Also:
That part of Outlot 1 of said Certified Survey Map which is described as follows: Commencing at the southeast corner of said Parcel 3; thence South 87°53'52" West, 132.32 feet to the Point of Beginning of lands to be described; thence South 87°56'34" West, 126.77 feet; thence South 64°22'25" West, 74.36 feet; thence South 47°12'47" West, 145.14 feet; thence North 00°15'49" West, along the west line of said Outlot, 301.61 feet; thence North 89°44'11" East, 112.65 feet; thence South 48°33'50" East, 252.08 feet to the Point of Beginning.

EXHIBIT B

Boundary Description
Addition to Woodland Trails Condominium Plat
5-16-05

Part of Parcel 2 of Certified Survey Map No. 6924, as said C.S.M. was recorded on February 7, 2001 in the Milwaukee County Register of Deeds Office as Document No. 8021091, being that part of the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin, described as follows:

Commencing at the southeast corner of said Parcel 2; thence North 00°24'05" West, 185.00 feet; thence South 88°22'46" West, 1246.01 feet; thence South 75°24'12" West, 159.41 feet; thence North 20°06'27" East, 40.03 feet to a point of curvature; thence 118.79 feet along the arc of a curve whose radius point bears North 69°53'33" West, 333.00 feet, has a central angle of 20°26'21" and a chord which bears North 09°53'17" East, 118.16 feet; thence North 00°19'54" West, 142.68 feet to the Point of Beginning; thence continuing North 00°19'54" West, 292.12 feet to a point of curvature; thence 292.32 feet along the arc of a curve whose radius point bears North 89°40'06" East, 267.00 feet, has a central angle of 62°43'46" and a chord which bears North 31°01'59" East, 277.94 feet to a point of curvature; thence 119.87 feet along the arc of a curve whose radius point bears South 27°36'08" East, 267.00 feet, has a central angle of 25°43'24" and a chord which bears North 75°15'34" East, 118.87 feet; thence North 88°07'16" East, 162.52 feet to a point of curvature; thence 192.39 feet along the arc of a curve whose radius point bears South 01°52'44" East, 267.00 feet, has a central angle of 41°17'04" and a chord which bears South 71°14'12" East, 188.25 feet; thence South 50°35'40" East, 134.16 feet; thence South 38°08'19" West, 379.27 feet; thence South 90°00'00" West, 254.54 feet; thence South 60°07'53" West, 244.62 feet to the Point of Beginning.

Said lands as described contain 258,913 square feet or 5.94 acres.

EXHIBIT C

Boundary Description
Woodland Trails Condominium Plat
Expansion Area Reserved for Future Condominium Development
5-16-05

Parcel 1 of Certified Survey Map No. 6924, as said C.S.M. was recorded on February 7, 2001 in the Milwaukee County Register of Deeds Office as Document No. 8021091, being that part of the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Southwest 1/4 of Section 23, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Also, that part of Parcel 2 of said Certified Survey Map No. 6924 described as follows: Commencing at the southeast corner of said Parcel 2; thence North 00°24'05" West, 185.00 feet to the Point of Beginning; thence South 88°22'46" West, 1246.01 feet; thence South 75°24'12" West, 159.41 feet; thence North 20°06'27" East, 40.03 feet to a point of curvature; thence 118.79 feet along the arc of a curve whose radius point bears North 69°53'33" West, 333.00 feet, has a central angle of 20°26'21" and a chord which bears North 09°53'17" East, 118.16 feet; thence North 00°19'54" West, 142.68 feet; thence North 60°07'53" East, 244.62 feet; thence North 90°00'00" East, 254.54 feet; thence North 38°08'19" East, 379.27 feet to a point of curvature; thence 231.36 feet along the arc of a curve whose radius point bears North 39°24'20" East, 333.00 feet, has a central angle of 39°48'25" and a chord which bears South 70°29'52" East, 226.73 feet; thence North 89°35'55" East, 251.53 feet; thence South 84°41'27" East, 120.60 feet; thence North 89°35'55" East, 76.45 feet; thence South 00°24'05" East, 556.85 feet to the Point of Beginning.

Excepting therefrom: That part of Parcel 2 of said Certified Survey Map No. 6924, described as follows: Beginning at the southeast corner of said Parcel 2; thence South 88°22'46" West, 407.99 feet; thence North 00°24'05" West, 185.00 feet; thence North 88°22'46" East, 407.99 feet; thence South 00°24'05"East, 185.00 feet to the Point of Beginning.

Also excepting therefrom: That part of Parcel 2 of said Certified Survey Map No. 6924, described as follows: Beginning at the southwest corner of said Parcel 2; thence North 01°37'47" West, 100.00 feet; thence North 07°20'16" West, 120.60 feet; thence North 01°37'47" West, 102.72 feet to a Point of Curvature of a curve to the right; thence 101.30 feet along the arc of a 267.00 foot radius curve to the right, whose center lies to the southeast, has a delta angle of 21°44'14", and a chord which bears North 09°14'20" East, 100.69 feet; thence North 20°06'27" East, 110.53 feet; thence North 75°24'17" East, 159.41 feet; thence South 00°20'27" East, 560.19 feet; thence South 88°22'14" West, 190.67 feet to the Point of Beginning.

Said lands as described contain 490,647 square feet or 11.26 acres.

AMENDMENT NO. 2 TO CONDOMINIUM DECLARATION FOR WOODLAND TRAILS CONDOMINIUM

DOC.# 09037008

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 08/27/2005 10:50AM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT:23.00

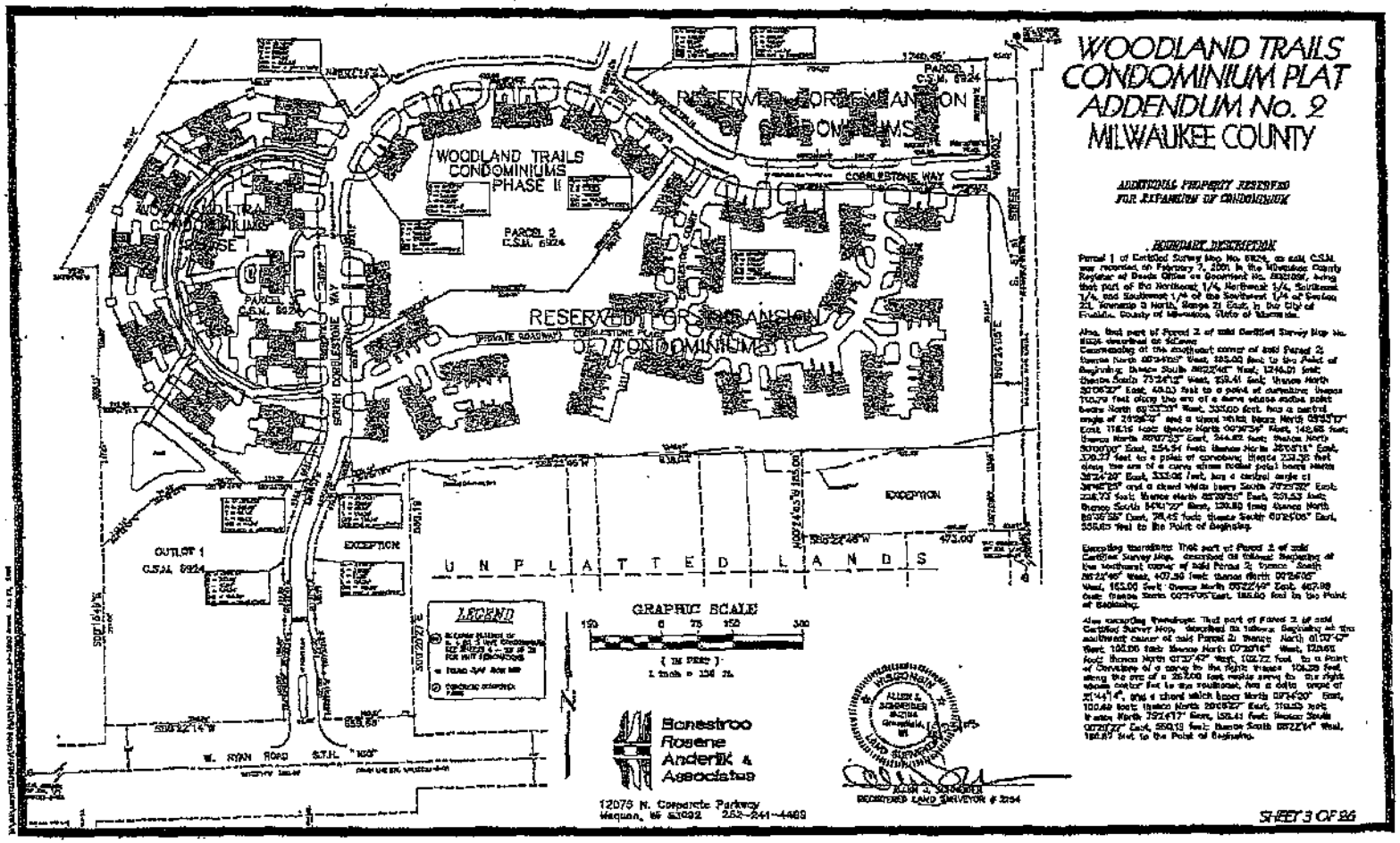
Return to:
William R. Soderstrom, Esq.
Fox, O'Neill & Shannon, S.C.
622 N. Water Street, Suite 500
Milwaukee, WI 53202

Condominium Plat and Expansion Plans

Floor Plans and Site Plans

The attached document contains the plat for the Condominium and depicts the area of possible expansion. Building designs and locations in the expansion area are shown for illustrative purposes and are subject to change.

The plat also contains the floor plans and site plan for the declared condominium.



WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

ADDITIONAL PROPERTY RESERVED FOR EXPANSION OF CONDOMINIUM

BOUNDARY DESCRIPTION

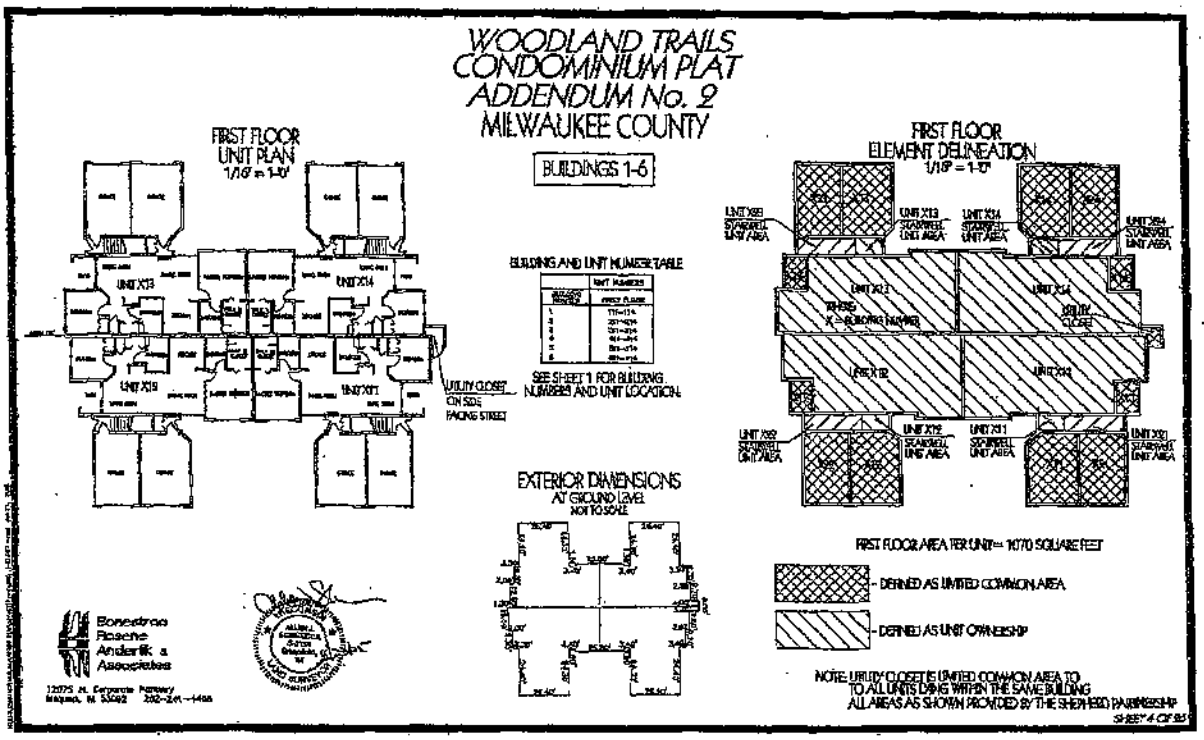
Parcel 1 of Certified Survey Map No. 6924, as said C.S.M. was recorded on February 7, 2001, in the Milwaukee County Register of Deeds Office as Document No. 8323097, being that part of the Northeast 1/4, Northwest 1/4, Southeast 1/4, and Southwest 1/4 of the Southwest 1/4 of Section 21, Township 5 North, Range 21 East, in the City of Franklin, County of Milwaukee, State of Wisconsin.

Also, that part of Parcel 2 of said Certified Survey Map No. 6924 described as follows:
Commencing at the southeast corner of said Parcel 2; thence North 88°34'05" West, 825.00 feet to the Point of Beginning; thence South 89°22'45" West, 1246.01 feet; thence South 75°24'12" West, 338.41 feet; thence North 30°06'27" East, 49.03 feet to a point of curvature; thence 710.79 feet along the arc of a curve whose radius point bears North 60°53'33" West, 335.00 feet, has a central angle of 121°32'57" and a chord which bears North 59°51'57" East, 116.16 feet; thence North 00°35'59" West, 145.65 feet; thence North 89°07'53" East, 344.65 feet; thence North 00°00'00" East, 254.94 feet; thence North 26°58'18" East, 109.27 feet to a point of curvature; thence 233.35 feet along the arc of a curve whose radius point bears North 26°24'29" East, 333.06 feet, has a central angle of 40°08'23" and a chord which bears South 70°22'32" East, 228.73 feet; thence North 89°36'20" East, 701.53 feet; thence South 84°17'22" East, 126.80 feet; thence North 89°36'35" East, 78.45 feet; thence South 00°25'05" East, 555.60 feet to the Point of Beginning.

Excepting therefrom: That part of Parcel 2 of said Certified Survey Map, described as follows: Beginning at the northwest corner of said Parcel 2; thence South 88°22'45" West, 407.96 feet; thence North 00°25'05" West, 165.00 feet; thence North 89°22'45" East, 407.96 feet; thence South 00°25'05" East, 165.00 feet to the Point of Beginning.

Also excepting therefrom: That part of Parcel 2 of said Certified Survey Map, described as follows: Beginning at the southwest corner of said Parcel 2; thence North 01°37'47" West, 102.00 feet; thence North 07°20'16" West, 124.61 feet; thence North 07°37'47" West, 102.72 feet, to a Point of Curvature of a curve to the right; thence 104.29 feet, along the arc of a 265.00 foot radius curve to the right, whose center lies to the southeast, has a delta angle of 22°32'47", and a chord which bears North 08°42'20" East, 103.62 feet; thence North 20°01'57" East, 114.03 feet; thence North 72°21'17" East, 158.41 feet; thence South 00°22'47" East, 559.13 feet; thence South 89°22'14" West, 195.87 feet to the Point of Beginning.

G-2

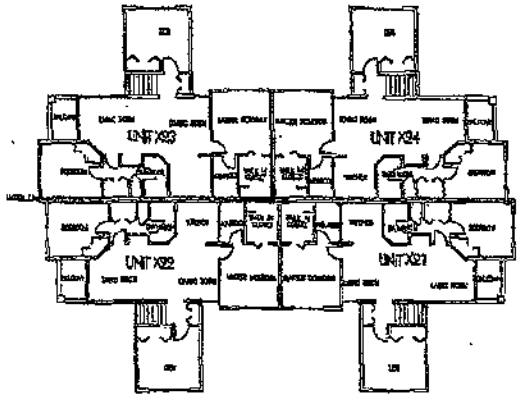

WOODLAND TRAILS
CONDOMINIUM PLAT
ADDENDUM No. 2
MILWAUKEE COUNTY
BUILDINGS 1-6
FIRST FLOOR
UNIT PLAN
1/16" = 1'-0"
FIRST FLOOR
ELEMENT DELINEATION
1/16" = 1'-0"
BUILDING AND UNIT NUMBER TABLE
SEE SHEET 1 FOR BUILDING NUMBERS AND UNIT LOCATION
UTILITY CLOSET ON SIDE FACING STREET
EXTERIOR DIMENSIONS
AT GROUND LEVEL
NOT TO SCALE
FIRST FLOOR AREA PER UNIT= 1070 SQUARE FEET
- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP
NOTE: UTILITY CLOSET IS LIMITED COMMON AREA TO TO ALL UNITS LYING WITHIN THE SAME BUILDING
ALL AREAS AS SHOWN PROVIDED BY THE SHEPHERD PARTNERSHIP
SHEET 4 OF 8
Bonestroo
Rosene
Anderlik &
Associates

G3

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2
MILWAUKEE COUNTY

BUILDINGS 1-6

SECOND FLOOR
UNIT PLAN
1/16" = 1'-0"

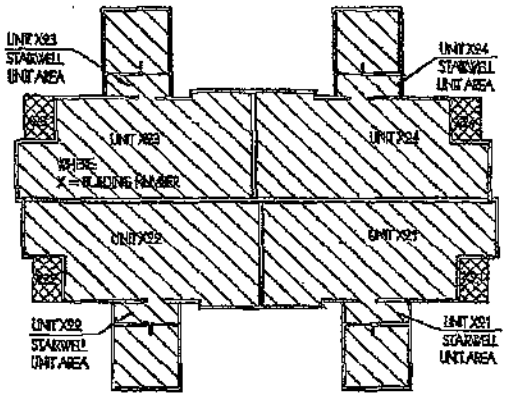


BUILDING AND UNIT NUMBER TABLE

BUILDING NUMBER	UNIT NUMBERS SECOND FLOOR
1	101–104
2	201–204
3	301–304
4	401–404
5	501–504
6	601–604

SEE SHEET 1 FOR BUILDING NUMBERS AND UNIT LOCATION

SECOND FLOOR
ELEMENT DELINEATION
1/16" = 1'-0"



SECOND FLOOR AREA PER UNIT = 1300 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSET IS LIMITED COMMON AREA TO TO ALL UNITS LYING WITHIN THE SAME BUILDING
ALL AREAS AS SHOWN PROVIDED BY THE SHEPHERD PARTNERSHIP

SHEET 5 OF 8

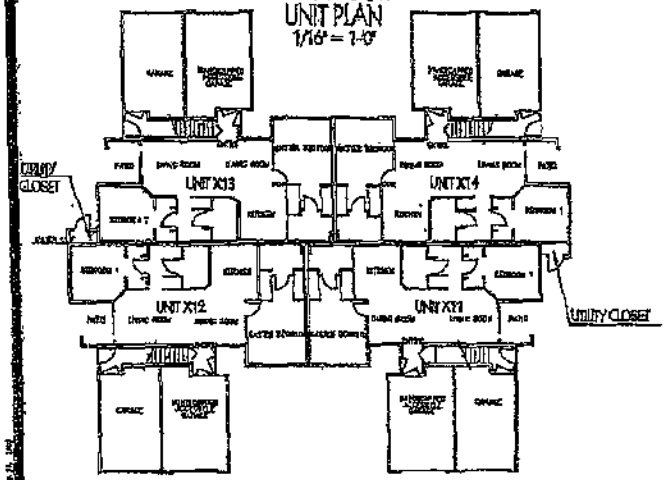
Benestroo
Rosenc
Anderlik &
Associates
12075 W. Corporate Parkway
Mequon, WI 53092 262-241-4465

64

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDING 7

FIRST FLOOR UNIT PLAN
1/16" = 1-0"

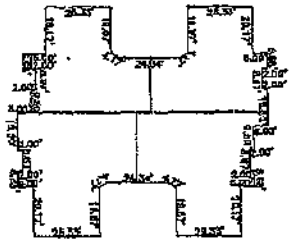


BUILDING AND UNIT NUMBER TABLE

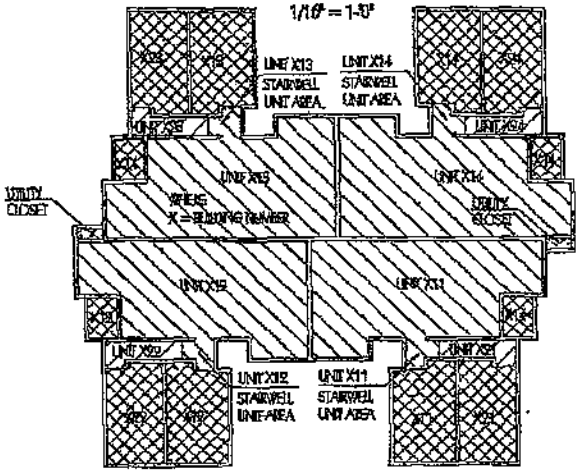
BUILDING NUMBER	UNIT NUMBERS FIRST FLOOR
7	711-714

SEE SHEET 1 FOR BUILDING NUMBERS AND UNIT LOCATION.

EXTERIOR DIMENSIONS
AT GROUND LEVEL
NOT TO SCALE



FIRST FLOOR
ELEMENT DELINEATION
1/16" = 1-0"



FIRST FLOOR AREA PER UNIT = 1080 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS LYING WITHIN THE SAME BUILDING AS AREAS AS SHOWN PROVIDED BY SHEPHERD PARTNERSHIP

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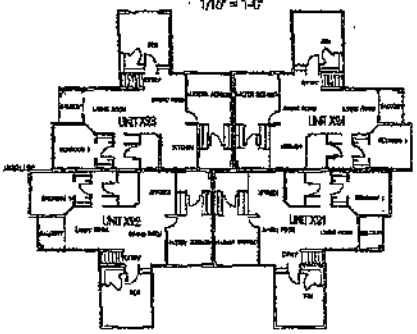
SHEET 6 OF 9

65

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDING 7

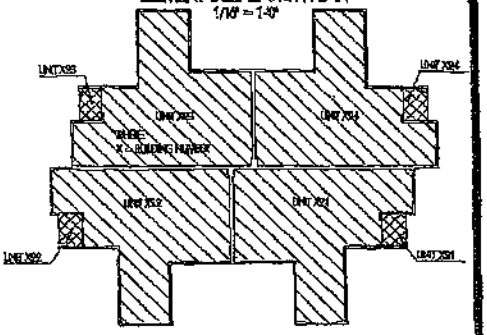
SECOND FLOOR UNIT PLAN
1/16" = 1'-0"



BUILDING AND UNIT NUMBER TABLE

SEE SHEET 1 FOR BUILDING NUMBERS AND UNIT LOCATION.

SECOND FLOOR ELEMENT DELINEATION PLAN
1/16" = 1'-0"



SECOND FLOOR AREA PER UNIT = 1299 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA

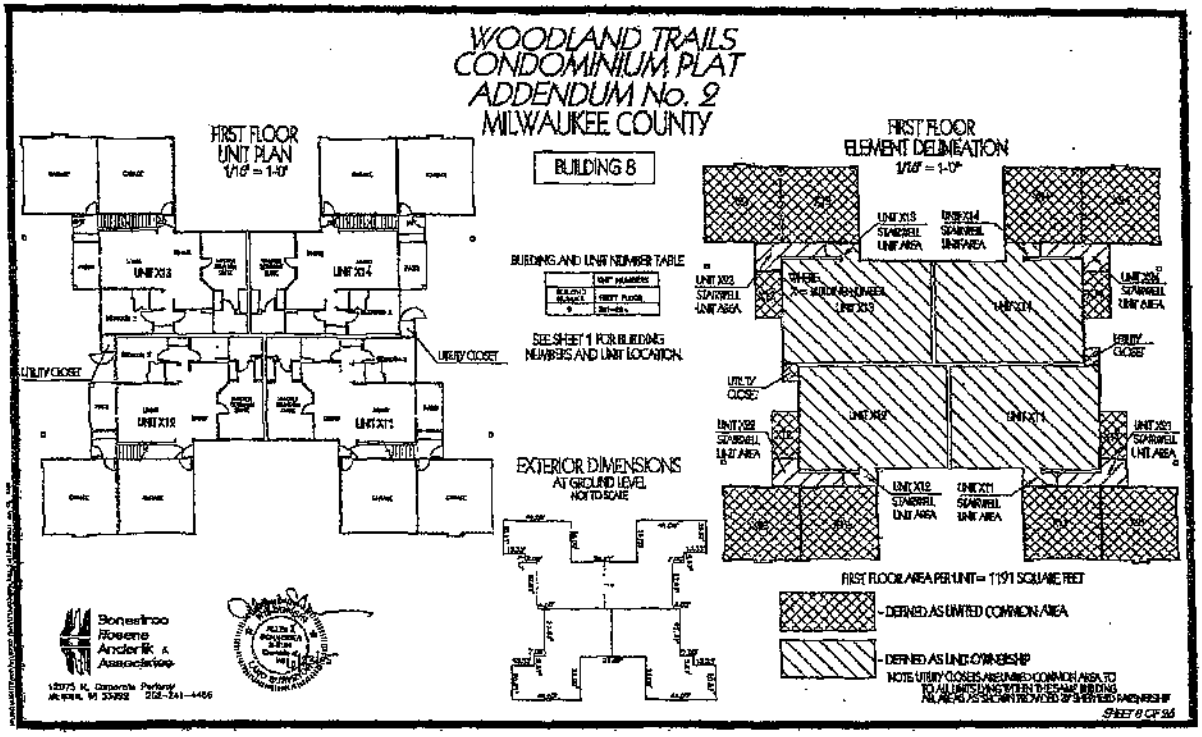
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO ALL UNITS LYING WITHIN THE SAME BUILDING AS AREAS AS SHOWN PROVIDED BY SHEPARD PARKINSON

Bohnstrom Roberts Anderlik & Associates

12075 N. Corporate Parkway
Mequon, WI 53092 262-241-1466

SHEET 7 OF 86

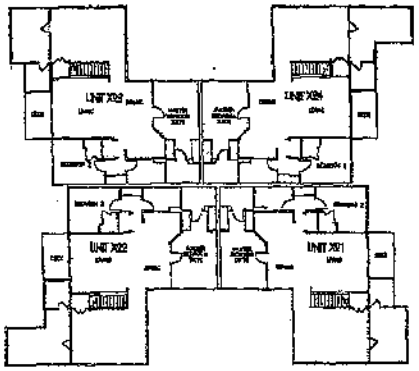

WOODLAND TRAILS
CONDOMINIUM PLAT
ADDENDUM No. 2
MILWAUKEE COUNTY
FIRST FLOOR
UNIT PLAN
1/16" = 1-0"
BUILDING 8
FIRST FLOOR
ELEMENT DELINEATION
1/16" = 1-0"
BUILDING AND UNIT NUMBER TABLE
SEE SHEET 1 FOR BUILDING
NUMBERS AND UNIT LOCATION
EXTERIOR DIMENSIONS
AT GROUND LEVEL
NOT TO SCALE
UTILITY CLOSET
UNIT X13
UNIT X14
UNIT X12
UNIT X11
FIRST FLOOR AREA PER UNIT = 1191 SQUARE FEET
- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP
Bonestroo
Rosene
Anderlik &
Associates
SHEET 8 OF 16

67

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDING 8

SECOND FLOOR UNIT PLAN
1/16" = 1'-0"

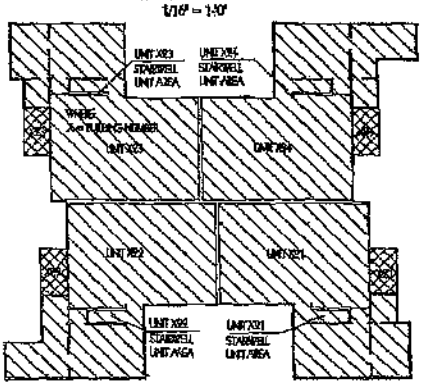


BUILDING AND UNIT NUMBER TABLE

	UNIT NUMBERS
BUILDING NUMBER	
8	201-204

SEE SHEET 1 FOR BUILDING NUMBERS AND UNIT LOCATION.

SECOND FLOOR ELEMENT DELINEATION
1/16" = 1'-0"



SECOND FLOOR AREA PER UNIT= 1698 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA

- DEFINED AS UNIT OWNERSHIP

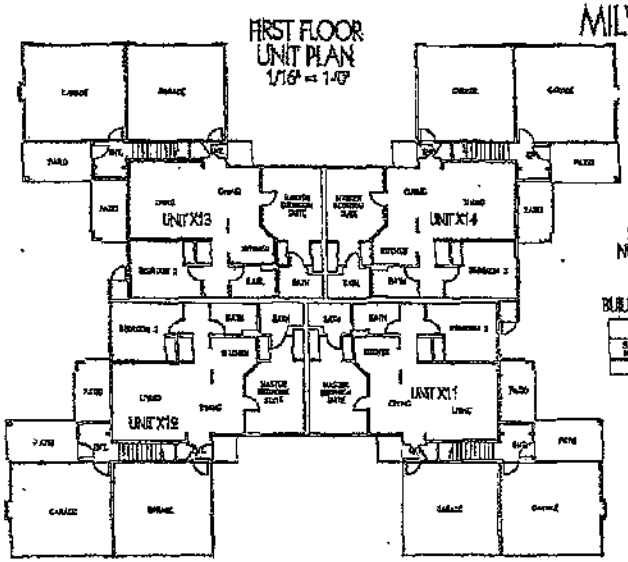
NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS, LYING WITHIN THE SAME BUILDING AS AREAS AS SHOWN ENCIRCLED BY SEVERED BOUNDARIES

Bielefeldt Rodenkirk & Associates

SHEET 9 OF 26

69

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

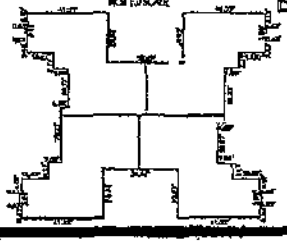


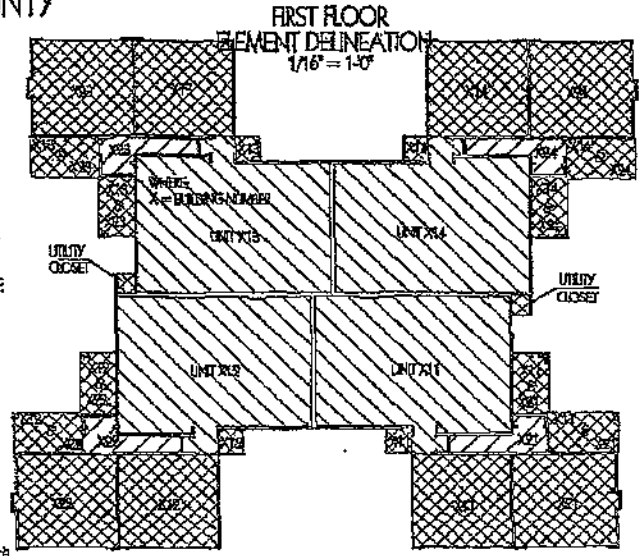
BUILDING 9

SEE SHEET 1 FOR BUILDING NUMBERS AND UNIT LOCATION.

BUILDING AND UNIT NUMBER TABLE

BUILDING NUMBER	UNIT NUMBERS
	FIRST FLOOR
9	X11 - X14





FIRST FLOOR AREA PER UNIT = 1,191 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS LIVING WITHIN THE SAME BUILDING
ALL AREAS AS SHOWN PROVIDED BY THE SHEPHERD PARTNERSHIP

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Mequon, WI 53092 262-241-4468

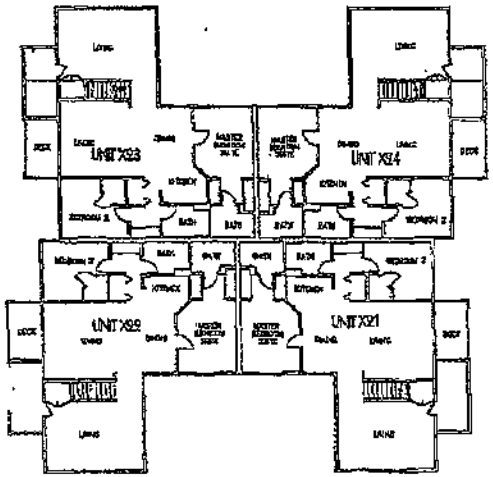
SHEET 10 OF 25

69

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDING 9

SECOND FLOOR UNIT PLAN
1/16" = 1'-0"

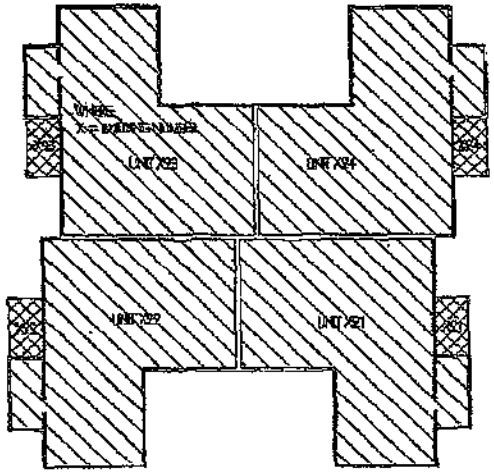


BUILDING AND UNIT NUMBER TABLE

BUILDING NUMBER	UNIT NUMBERS
	SECOND FLOOR
9	X22-X24

SEE SHEET 1 FOR BUILDING NUMBERS AND UNIT LOCATION.

SECOND FLOOR ELEMENT DELINEATION
1/16" = 1'-0"



SECOND FLOOR AREA PER UNIT = 1,698 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA

- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS LYING WITHIN THE SAME BUILDING ALL AREAS AS SHOWN PROVIDED BY THE SHEPHERD PARTNERSHIP

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12075 N. Corporate Parkway
Mequon, WI 53092 262-241-1456

SHEET 11 OF 25

610

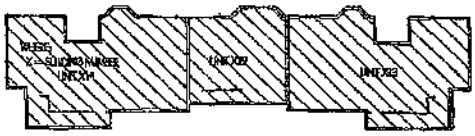
WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDINGS 10 & 11

BASEMENT UNIT PLAN
1/16" = 1'-0"



BASEMENT ELEMENT DELINEATION
1/16" = 1'-0"



BUILDING AND UNIT NUMBER TABLE

BUILDING NUMBER	UNIT NUMBERS
	BASEMENT
10	1001, 1002, 1003
11	1101, 1102, 1103

SEE SHEET 1 FOR BUILDING NUMBERS AND UNIT LOCATION

BASEMENT AREA PER UNIT X11 & X13 = 1279 SQUARE FEET
BASEMENT AREA PER UNIT X12 = 656 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO ALL UNITS LYING WITHIN THE SAME BUILDING. ALL AREAS AS SHOWN PROVIDED BY SHEPHERD PARTNERSHIP

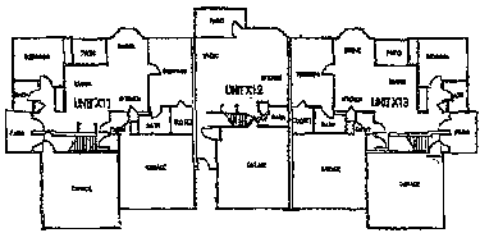
Bonestroo Rosene Anderlik & Associates
12975 N. Corporate Parkway
Mequon, WI 53092 262-241-4160

SHEET 10 OF 25

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDINGS 10 & 11

FIRST FLOOR UNIT PLAN
1/16" = 1'-0"

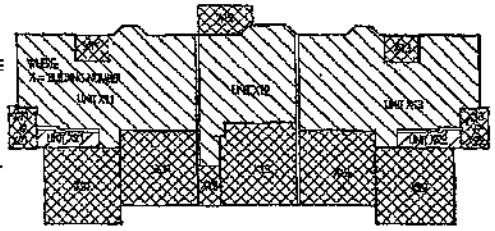


BUILDING AND UNIT NUMBER TABLE

	UNIT NUMBERS
[illegible]	FIRST FLOOR
[illegible]	[illegible]

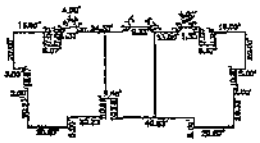
SEE SHEET 1 FOR BUILDING NUMBERS AND UNIT LOCATION.

FIRST FLOOR ELEMENT DELINEATION
1/16" = 1'-0"



FIRST FLOOR AREA PER UNIT X11 & X13 = 1295 SQUARE FEET
FIRST FLOOR AREA PER UNIT X12 = 732 SQUARE FEET

EXTERIOR DIMENSIONS
AT GROUND LEVEL
- NOT TO SCALE



- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS LYING WITHIN THE SAME BUILDING. ALL AREAS AS SHOWN HEREON ARE SUBJECT TO EASEMENTS AND RESTRICTIONS.

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12079 W. Carmenita Parkway
Wauwatosa, WI 53092 262-364-4460

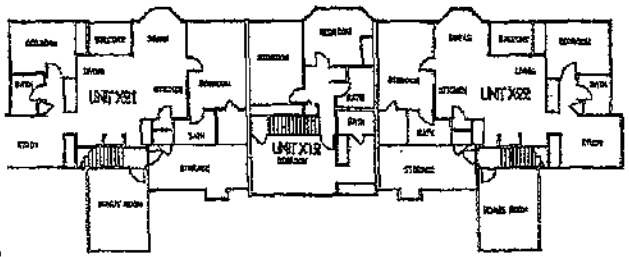
SHEET 13 OF 25

G12

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDINGS 10 & 11

SECOND FLOOR
UNIT PLAN
1/16" = 1'-0"

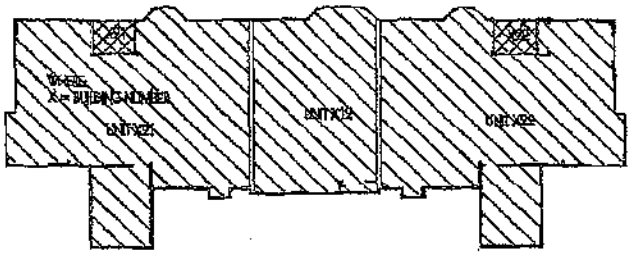


BUILDING AND UNIT NUMBER TABLE

BUILDING NUMBER	UNIT NUMBERS
	SECOND FLOOR
10	1202, 1212, 1222
11	1112, 1121, 1122

SEE SHEET 1 FOR BUILDING NUMBERS AND UNIT LOCATION.

SECOND FLOOR
ELEMENT DELINEATION
1/16" = 1'-0"



SECOND FLOOR AREA PER UNIT X21 & X22 = 1780 SQUARE FEET
SECOND FLOOR AREA PER UNIT X12 = 940 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS LYING WITHIN THE SAME BUILDING. ALL AREAS AS SHOWN PROVIDED BY SHEPHERD PARTNERSHIP

Bohestroo
Rosene
Anderlik &
Associates

12075 N. Corporate Parkway
Mequon, WI 53092 262-241-4468

ALLEN E. SCHOENECK
S-2186
Brookfield, WI
LAND SURVEYOR

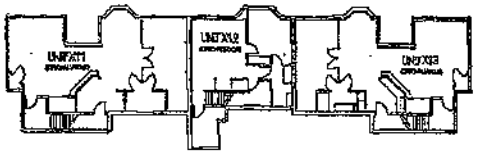
SHEET 14 OF 26

C13

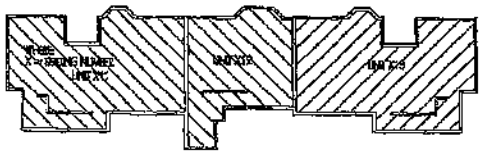
WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2
MILWAUKEE COUNTY

BUILDINGS 12 & 15

BASEMENT UNIT PLAN
1/16" = 1'-0"



BASEMENT ELEMENT DELINEATION
1/16" = 1'-0"



BUILDING AND UNIT NUMBER TABLE

	BASEMENT
12	UNITS 121-124
15	UNITS 151-154

BASEMENT AREA PER UNIT X11 & X13 = 1,194 SQUARE FEET
BASEMENT AREA PER UNIT X12 = 743 SQUARE FEET

SEE SHEET 2 FOR BUILDING NUMBERS AND UNIT LOCATION

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: PATIO CLOSETS ARE LIMITED COMMON AREA TO XO ALL UNITS BEING WITHIN THE SAME BUILDING ALL AREAS AS SHOWN, PROVIDED BY SHEET 3 FOR OWNERSHIP

Bielefeld Roene Anderlik & Associates
13075 N. Corporate Parkway
Mequon, WI 53092 262-241-4466

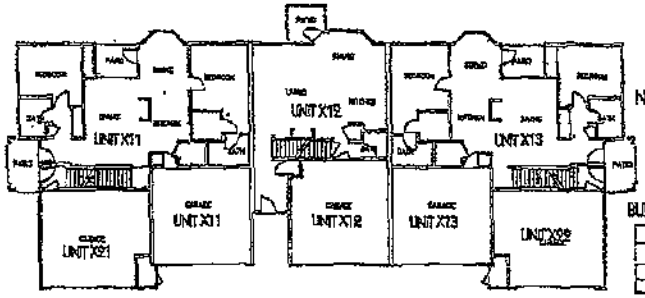
SHEET 1 OF 06

6 of 6

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDINGS 12 & 15

FIRST FLOOR UNIT PLAN
1/16" = 1'-0"

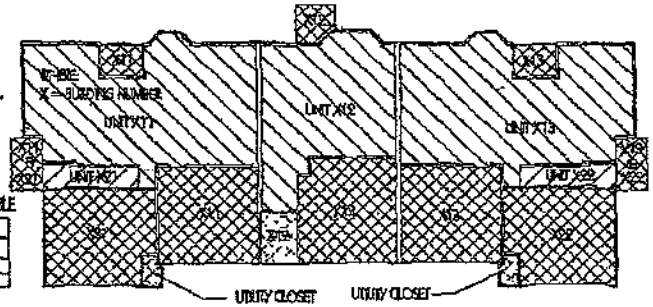


SEE SHEET 2 FOR BUILDING NUMBERS AND UNIT LOCATION.

BUILDING AND UNIT NUMBER TABLE

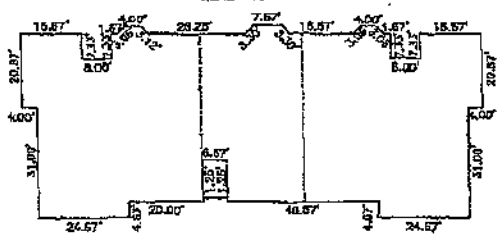
BUILDING NUMBER	UNIT NUMBERS FROM FRONT FLOOR
12	1201–1203
15	1501–1503

FIRST FLOOR ELEMENT DELINEATION
1/16" = 1'-0"



FIRST FLOOR AREA PER UNIT X11 & X13 = 1,235 SQUARE FEET
FIRST FLOOR AREA PER UNIT X12 = 803 SQUARE FEET

EXTERIOR DIMENSIONS AT GROUND LEVEL
NOT TO SCALE



- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS LYING WITHIN THE SAME BUILDING
ALL AREAS AS SHOWN PROVIDED BY SHEPHERD PARTNERSHIP

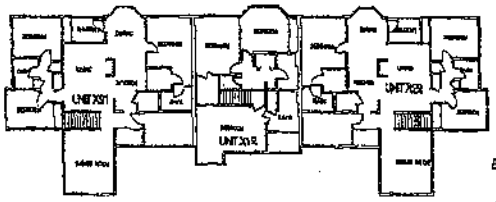
Bonestroo Rosene Anderlik & Associates
12075 N. Corporate Parkway
Mequon, WI 53092 262-241-4468

SHEET 16 OF 26

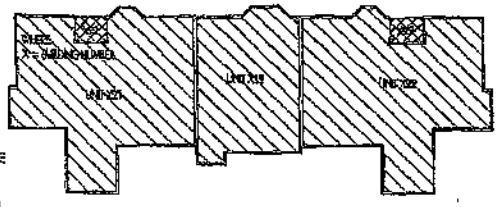
WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDINGS 12 & 15

SECOND FLOOR UNIT PLAN
1/16" = 1-0"



SECOND FLOOR ELEMENT DELINEATION
1/16" = 1-0"



BUILDING AND UNIT NUMBER TABLE

	UNIT NUMBERS
BUILDING NUMBER	SECOND FLOOR
12	1201, 1202, 1203
15	1501, 1502, 1503

SECOND FLOOR AREA PER UNIT X21 & X22= 1,792 SQUARE FEET
SECOND FLOOR AREA PER UNIT X12 = 1,050 SQUARE FEET

SEE SHEET 2 FOR BUILDING NUMBERS AND UNIT LOCATION.

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS LYING WITHIN THE SAME BUILDING ALL AREAS AS SHOWN AND NOTED BY SHEET AND NUMBER

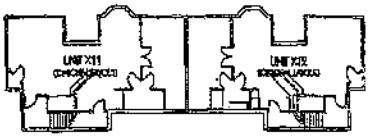
Bonestroo Rosene Anderlik & Associates

SHEET 17 OF 25

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDINGS 13 & 17

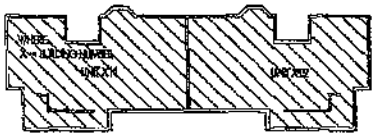
BASEMENT FLOOR UNIT PLAN
1/16" = 1'-0"



BUILDING AND UNIT NUMBER TABLE

BUILDING NUMBER	UNIT NUMBERS
13	BASEMENT
17	1251 - 1253 1255 - 1257

BASEMENT FLOOR ELEMENT DELINEATION
1/16" = 1'-0"



SEE SHEET 2 FOR BUILDING NUMBERS AND UNIT LOCATION.

BASEMENT AREA PER UNIT X11 = 1,194 SQUARE FEET
BASEMENT AREA PER UNIT X12 = 1,194 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO ALL UNITS LYING WITHIN THE SAME BUILDING
ALL AREAS AS SHOWN PROVIDED BY THE SHERMED PARTNERSHIP

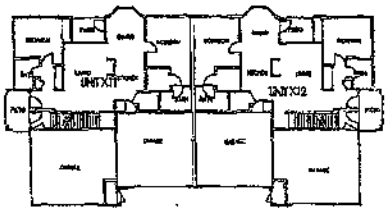
Bonestroo
Rosene
Anderlik &
Associates

13075 N. Corporate Parkway
Mequon, WI 53092 262-241-4465

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2
MILWAUKEE COUNTY

BUILDINGS 13 & 17

FIRST FLOOR UNIT PLAN
1/16" = 1'-0"

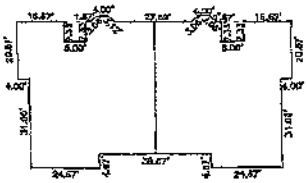


BUILDING AND UNIT NUMBER TABLE

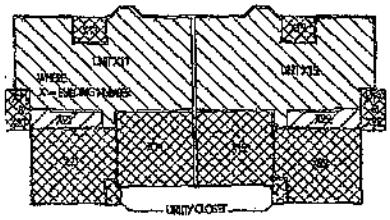
BUILDING NUMBER	UNIT NUMBERS FIRST FL. REQ'D	UNIT NUMBERS
13	131–134	
17	171–174	

SEE SHEET 2 FOR BUILDING NUMBERS AND UNIT LOCATION

EXTERIOR DIMENSIONS
AT GROUND LEVEL
NOT TO SCALE



FIRST FLOOR ELEMENT DELINEATION
1/16" = 1'-0"



FIRST FLOOR AREA PER UNIT X11 = 1,235 SQUARE FEET
FIRST FLOOR AREA PER UNIT X12 = 1,235 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO THE UNITS WITHIN THE SAME BUILDING
ALL AREAS AS SHOWN PROVIDED BY THE SUPERVISED DIMENSIONS

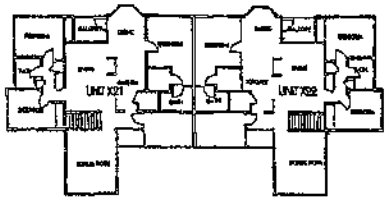
Stonebrook Reserve Anderle & Associates
12075 W. Corporate Parkway
Mequon, WI 53092 262-241-4484

SHEET 19 OF 26

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDINGS 13 & 17

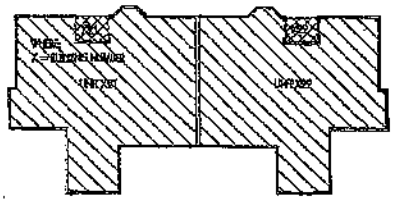
SECOND FLOOR UNIT PLAN
1/16" = 1'-0"



BUILDING AND UNIT NUMBER TABLE

BUILDING NUMBER	UNIT NUMBERS
	SECOND FLOOR
13	X21-13
17	X22-17

SECOND FLOOR ELEMENT DELINEATION
1/16" = 1'-0"



SECOND FLOOR AREA PER UNIT X21 = 1,759 SQUARE FEET
SECOND FLOOR AREA PER UNIT X22 = 1,759 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: ENTRY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS DWELLING WITHIN THE SAME BUILDING
ALL AREAS AS SHOWN PROVIDED IN DIVIDED OWNERSHIP

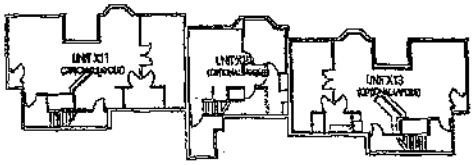
SEE SHEET 2 FOR BUILDING NUMBERS AND UNIT LOCATION.

Bonestroo Rosene Anderlik & Associates
12075 N. Corporate Parkway
Mequon, WI 53092 262-241-4966

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDING 14

BASEMENT FLOOR UNIT PLAN
1/16" = 1'-0"

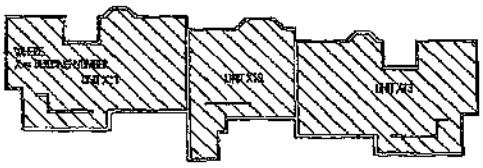


BUILDING AND UNIT NUMBER TABLE

	Unit Numbers
Building Number	Basement
14	1143-1143

SEE SHEET 2 FOR BUILDING NUMBERS AND UNIT LOCATION

BASEMENT FLOOR ELEMENT DELINEATION
1/16" = 1'-0"



BASEMENT FLOOR AREA PER UNIT 11 & 13 = 1,194 SQUARE FEET
BASEMENT FLOOR AREA PER UNIT 12 = 743 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS OWNERSHIP WITHIN THE SAME BUILDING. ALL AREAS AS SHOWN PROVIDED BY THE SEPARATE EASEMENTS

SHEET 21 OF 26

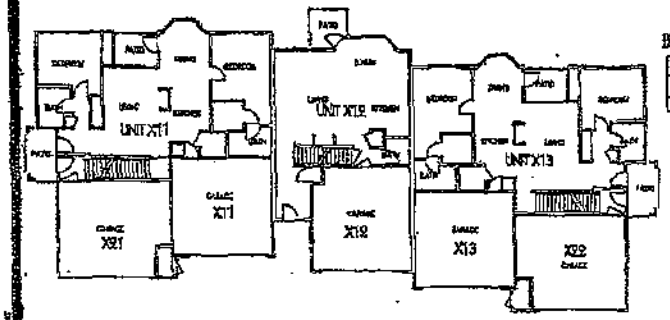
Schlenker Rosario Anderik & Associates
13275 N. Corporate Parkway
Mequon, WI 53092 262-241-4469

620

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDING 14

FIRST FLOOR UNIT PLAN
1/16" = 1-0"

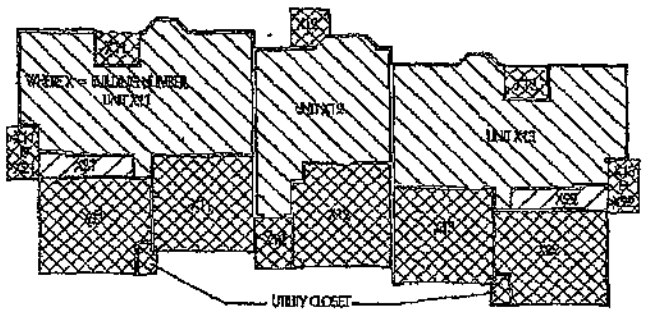


BUILDING AND UNIT NUMBER TABLE

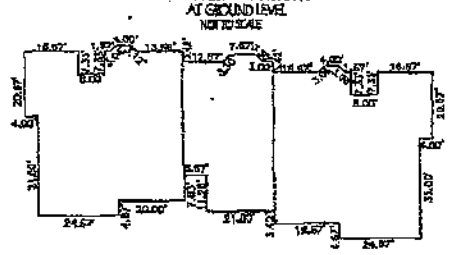
BUILDING NUMBER	UNIT NUMBERS FIRST FLOOR
14	141-143

SEE SHEET 2 FOR BUILDING NUMBERS AND UNIT LOCATION.

FIRST FLOOR ELEMENT DELINEATION
1/16" = 1-0"



EXTERIOR DIMENSIONS AT GROUND LEVEL
NOT TO SCALE



FIRST FLOOR AREA PER UNITS 11 & 13 = 1,235 SQUARE FEET
FIRST FLOOR AREA PER UNIT 12 = 803 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS DING WITHIN THE SAME BUILDING
ALL AREAS AS SHOWN PROVIDED BY THE SHERBED PARTNERSHIP

Bonestroo Rosene Anderlik & Associates
12075 N. Corporate Parkway
Mequon, WI 53092 262-241-4456

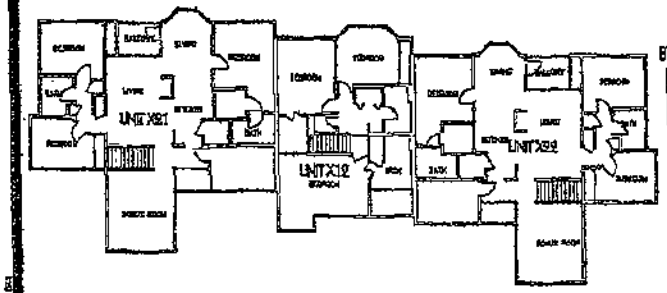
SHEET 22 OF 26

G 21

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDING 14

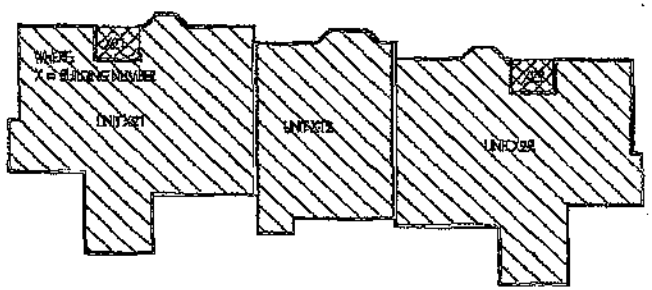
SECOND FLOOR UNIT PLAN
1/16" = 1-0"



BUILDING AND UNIT NUMBER TABLE

BUILDING NUMBER	UNIT NUMBERS SECOND FLOOR
14	1412, 1414, 1422

SECOND FLOOR ELEMENT DELINEATION
1/16" = 1-0"



SEE SHEET 2 FOR BUILDING NUMBERS AND UNIT LOCATION.

SECOND FLOOR AREA PER UNIT X21 & 22 = 1,792 SQUARE FEET
SECOND FLOOR AREA PER UNIT X12 = 1,096 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS LYING WITHIN THE SAME BUILDING. ALL AREAS AS SHOWN PROVIDED BY THE SHEPHERD PARTNERSHIP

ALLEN J. SCHWANDER S-2314 REGISTERED LAND SURVEYOR WI

Bonestroo Rosene Anderlik & Associates
12075 N. Corporate Parkway
Mequon, WI 53092 262-241-4466

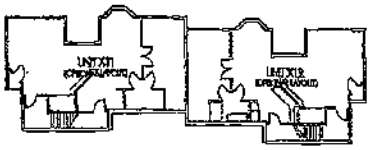
SHEET 23 OF 25

C12

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDING 16

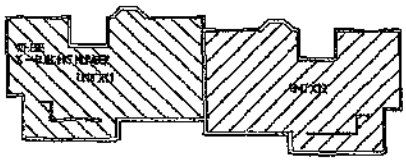
BASEMENT FLOOR UNIT PLAN
1/16" = 1'-0"



BUILDING AND UNIT NUMBER TABLE

	UNIT NUMBER
	BASEMENT
	1ST. FLR.

BASEMENT FLOOR ELEMENT DELINEATION
1/16" = 1'-0"



SEE SHEET 2 FOR BUILDING NUMBERS AND UNIT LOCATION.

BASEMENT FLOOR AREA PER UNIT X00 = 1,194 SQUARE FEET
BASEMENT FLOOR AREA PER UNIT X02 = 1,194 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO TO ALL UNITS LYING WITHIN THE SAME BUILDING ALL AREAS AS SHOWN PROVIDED BY THE SUPERVISED PARTNERSHIP

SHEET 24 OF 85

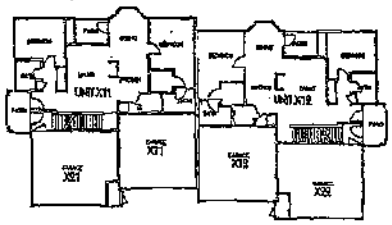
Bergstrom Roseno Anderle & Associates

V23

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDING 16

FIRST FLOOR UNIT PLAN
1/16" = 1'-0"

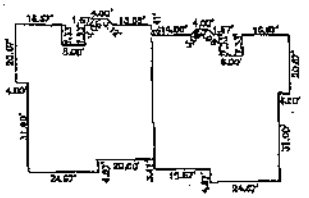


BUILDING AND UNIT NUMBER TABLE

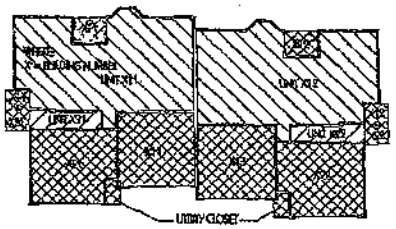
UNIT NUMBERS	
BUILDING NUMBER	FIRST FLOOR
16	X11 - X12

SEE SHEET 2 FOR BUILDING NUMBERS AND UNIT LOCATION.

EXTERIOR DIMENSIONS AT GROUND LEVEL
(NOT TO SCALE)



FIRST FLOOR ELEMENT DELINEATION
1/16" = 1'-0"



FIRST FLOOR AREA PER UNIT X11 = 1,935 SQUARE FEET
FIRST FLOOR AREA PER UNIT X13 = 1,935 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA
- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO THE UNITS LOCATED IN THE SAME BUILDING. ALL AREAS AS SHOWN PROVIDED BY THE SHERMEER PARTNERSHIP

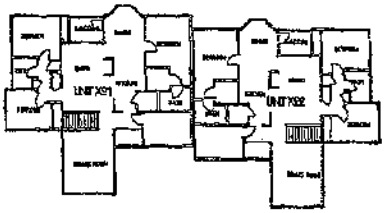
Shemeer Flogene Anderlik & Associates

SHEET 25 OF 35

WOODLAND TRAILS CONDOMINIUM PLAT ADDENDUM No. 2 MILWAUKEE COUNTY

BUILDING 16

SECOND FLOOR UNIT PLAN
1/16" = 1'-0"

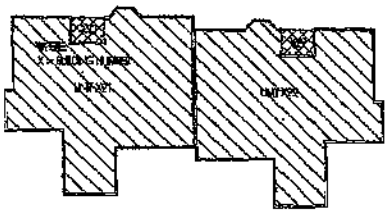


BUILDING AND UNIT NUMBER TABLE

BUILDING NUMBER	UNIT NUMBERS SECOND FLOOR
16	X91-X92

SEE SHEET 2 FOR BUILDING NUMBERS AND UNIT LOCATION.

SECOND FLOOR ELEMENT DELINEATION
1/16" = 1'-0"



SECOND FLOOR AREA PER UNIT X91=1,792 SQUARE FEET
SECOND FLOOR AREA PER UNIT X92=1,792 SQUARE FEET

- DEFINED AS LIMITED COMMON AREA

- DEFINED AS UNIT OWNERSHIP

NOTE: UTILITY CLOSETS ARE LIMITED COMMON AREA TO ALL UNITS LYING WITHIN THE SAME BUILDING
ALL AREAS AS SHOWN PROVIDED BY THE SHEBOY OWNERSHIP

Bonestroo Rosene Anderlik & Associates

12075 N. Corporate Parkway
Mequon, WI 53092 262-241-4448

SHEET 25 OF 25

425

WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

BY-LAWS
OF
WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

TABLE OF CONTENTS OF THE BYLAWS OF
WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1: NAME AND PURPOSE **1**
1.1 Definitions 1

ARTICLE 2: MEMBERSHIP, VOTING AND MEETINGS **1**
2.1 Membership 1
2.3 Declarant Control 1
2.4 Membership List 1
2.5 Transfer of Membership 2
2.6 Quorum for Members' Meeting 2
2.7 Time, Place, Notice and Calling of Members' Meetings 2
2.8 Action without a Meeting by Written Ballot 2

ARTICLE 3: BOARD OF DIRECTORS 2
3.1 Number and Qualifications of Initial Board of Directors 3
3.2 Powers and Duties of the Board of Directors 4
3.3 Vacancies on Board 5
3.4 Removal of Directors 6
3.5 Regular Meetings and Notice 6
3.6 Special Meetings and Notice 6
3.7 Waiver of Notice 6
3.8 Quorum of Directors and Adjournments 6
3.9 Fidelity Bonds 6

ARTICLE 4: OFFICERS **7**
4.1 Designation, Election and Removal 7
4.2 President 7
4.3 Vice President 7
4.4 Secretary 7
4.5 Treasurer 7
4.6 Liability of Directors and Officers 7
4.7 Compensation 8

ARTICLE 5: OPERATION OF THE PROPERTY 8
5.1 The Association 8
5.2 Rules and Regulations 8
5.3 Assessments 8

5.4 Borrowing Money and Acquiring and Conveying Property 9
5.5 Vote of Unit Owner in Default 9
5.6 Management Company 9

ARTICLE 6: DUTIES AND OBLIGATIONS OF THE UNIT OWNERS 9
6.1 Rules and Regulations 9
6.2 Transfer of Limited Common Elements Between Unit Owners 9

ARTICLE 7: GENERAL 10
7.1 Fiscal Year 10
7.2 Corporate Seal 10

ARTICLE 8: AMENDMENTS 10
8.1 By Members 10
8.2 Rights of Declarant 10

ARTICLE 9: MISCELLANEOUS 10
9.1 Record of Ownership 10
9.2 Mortgages 10
9.3 Indemnity of officers, Directors, and Committee Members 11
9.4 Subordination 11
9.5 Severability 11

ARTICLE 10: ASSOCIATION MAILING ADDRESS **11**

BYLAWS
OF
WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

ARTICLE 1: NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Woodland Trails Condominium Association, Inc. and the Condominium Declaration ("Declaration") for Woodland Trails Condominium ("Condominium") recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin by Franklin Square, LLC, a Wisconsin Limited Liability Company, ("Declarant"), the following are adopted as the Bylaws of Woodland Trails Condominium Association, Inc. ("Association"), which is a non-stock, non-profit corporation formed and organized pursuant to Chapter 181, Stats. to serve as an association of Unit Owners who own real estate and improvements ("Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act, Chapter 703, Wisconsin Statutes ("Condominium Act") and subject to the terms and conditions of the Declaration.

1.1 Definitions. The definitions listed in the Declaration shall apply to the terms used in these Bylaws, unless the context otherwise requires. Such definitions are hereby incorporated in these Bylaws by reference.

ARTICLE 2: MEMBERSHIP, VOTING AND MEETINGS

2.1 Membership. All Unit Owners, by virtue of their ownership of a Unit in the Condominium, are entitled and required to be members of the Association. The rights and responsibilities of membership as set forth in the Declaration are incorporated herein by this reference. The Association shall have one class of members.

2.2 Voting and Proxies. Voting rights shall be as stated in these bylaws and in Article 11 of the Declaration, the provisions of which are incorporated herein by this reference. Such votes may be cast in person or by proxy. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and must be filed with the Secretary or Managing Agent before the appointed time of the meeting. Only "directed proxies" shall be allowed, such that they must indicate how the proxy is to vote on the issues raised at the meeting. Proxies may be revoked by informing the Secretary or Managing Agent and the holder of the proxy in writing, and shall be automatically revoked by the presence at the meeting of the person who executed the proxy.

2.3 Declarant Control. Section deleted as obsolete.

2.4 Membership List. The Association shall maintain a current membership list ("Membership List") showing the record owners of each Unit and showing the person designated to cast the vote of each Unit as named in the Voting Certificate filed by each Unit Owner with the Secretary of the Association as provided in the Declaration.

2.5 Transfer of Membership. Each membership shall be appurtenant to ownership of 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 the closing of any sale or other transfer of a Unit, the transferee shall promptly furnish written notice to the Association of the transfer, which notice shall include the date of the transfer, the identity of the transferee and such other information as the Association may reasonably request, and shall deliver to the Secretary of the Association a fully executed Voting Certificate in the form required by the Declaration. The Association shall then make appropriate changes to the membership list effective as of the date of such sale or transfer.

2.6 Quorum for Members' Meetings. The presence of 33% of the Association's unit owner votes, either in person or by proxy as described in section 2.2 above, constitutes a quorum for members' meetings. If a quorum is not present at the time the meeting is called, the meeting shall be adjourned for two weeks. If, at the adjourned meeting, a quorum is again not present, the meeting will be adjourned and immediately reconvened, and those present in person or by proxy shall constitute a quorum. The act of a majority of votes present in person or by proxy at any meeting shall be the act of the members.

2.7 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings of members stating the time and place and the purpose of which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address or email address as it appears on the books of the Association and shall be mailed, emailed, or personally delivered not less than twenty days nor more than 40 days prior to the date of the meeting. Notice of meetings may be waived before, at or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. An annual meeting shall be held each year during the month of November at a time and date to be set by the Board of Directors. Special meetings of the members shall be held whenever called by the President or any three members of the Board of Directors and must be called by the President upon receipt of a written request signed by members holding one-third or more of all votes entitled to be cast.

2.8 **Action without a Meeting by Written Ballot**. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these Bylaws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Once received by the secretary of the Association, a written ballot may not be revoked.

ARTICLE 3: BOARD OF DIRECTORS

3.1 **Number and Qualifications of the Board of Directors.** The Board of Directors shall consist of either 5 or 7 directors. All board members must be a unit owner in good standing (current on all assessments due the Association), and if a board member sells or transfers his or her unit, he or she must resign from the board within 30 days of the sale or transfer. There shall be 2 classes of directors, Class A and Class B. If there are to be 5 directors, there shall be 2 directors in Class A and 3 directors in Class B; if there are to be 7 directors, there shall be 3 directors in Class A and 4 directors in Class B. At the annual meeting in November 2016, or at any special meeting of the owners that may be called prior to November 2016, two new directors shall be elected to bring the Board to 5 members. At the annual meeting in November 2016, the current board members shall designate two of them (or three, if there are seven total board members at that time) to be "Class A" seats and those seats will be up for election for two-year terms. At the annual meeting in 2017, the "Class B" seats will be up for election for two-year terms, such that each year at least 1/3 of the director position terms will expire. For purposes of illustration, using a 5-member board as an example, this chart shows the terms and rotation:

	Term class				
	A		B		
Directors up for election	1	2	3	4	5
2017			X	X	X
2018	X	X			
2019			X	X	X
2020	X	X			
2021			X	X	X
2022	X	X			
2023			X	X	X
2024	X	X			
2025			X	X	X
2026	X	X			

3.2 **Powers and Duties of the Board of Directors.** The affairs of the Association shall be governed by the Board of Directors, and all powers and rights of the Association existing under the Condominium Act, the Declaration, the Articles of Incorporation and these Bylaws shall be exercised exclusively by the Board of Directors of the Association, its agents, contractors or employees. Decisions of the Board shall be subject to approval by Unit Owners only when such is expressly required by the Declaration or these Bylaws. The powers and duties of the Board of Directors include, without limitation, the power or duty to:

a) Adopt budgets for revenues, expenditures, and reserves;

b) Levy and collect Annual Assessments and Special Assessments and disburse funds in payment of the Association's expenses;

c) Manage, maintain, repair, replace, improve, operate, and regulate the Common Elements, Limited Common Elements, and any property owned or leased by the Association;

d) Grant easements, licenses, and rights-of-way through or over the Common Elements;

e) Hire and supervise any property manager or agent, security manager or agent, other manager or agent, employee, attorney, accountant, or any other independent contractor whose services the Board of Directors determines are necessary or appropriate;

f) Sue on behalf of all Unit Owners;

g) Make contracts and incur liabilities;

h) Purchase, take, receive, rent, or otherwise acquire and hold any interest in real or personal property, including any Unit of the Condominium;

i) Sell, convey, mortgage, encumber, lease, exchange, transfer, or otherwise dispose of any interest in real or personal property, including any Unit of the Condominium;

j) Receive any income derived from payments, fees or charges for the use, rental, or operation of the Common Elements and any property owned or leased by the Association;

k) Adopt, amend, and repeal rules and regulations governing the operation, maintenance, and use of any portion of the Condominium and the personal conduct of any person upon or with regard to Condominium property, including the imposition of charges for the use of Common Elements and penalties for infractions of the rules and regulations of the Association;

l) Insure the Condominium property and property owned or leased by the Association against loss by fire and other casualty and the Association and Unit Owners against public liability as provided in the Declaration and purchase such other insurance as the Board of Directors may deem advisable;

m) Keep all of the books and records and prepare accurate reports of all transactions of the Association;

n) Appoint committees to carry out any tasks which the Board of Directors deems necessary or appropriate;

o) Designate depositories and establish accounts for the funds of the Association and determine which officers or agents shall be authorized to withdraw and transfer funds deposited in such accounts;

p) Maintain such reserve funds for the operation, maintenance, repair, and replacement of Common Elements, Limited Common Elements, and any property owned or leased by the Association, for contingencies and for making up any deficit in the Common Expenses for any prior year as the Board of Directors may deem proper or as may be required by law; and

q) Delegate any or part of the powers and duties of the Board of Directors or Association officers to committees of the Association or to a manager or managing agent.

3.3 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than removal by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall serve the remainder of the term of the person that he or she replaces.

3.4 Removal of Directors. At any regular or special meeting of the members duly called, any one or more of the directors elected by the members may be removed with or without cause by a majority of the votes represented at the meeting of the members; and a successor may then and there be elected to fill the vacancy thus created.

3.5 Regular Meetings and Notice. A regular annual meeting of the Board of Directors shall be held immediately after and at the same place as the annual meeting of the members. Notice of the regular annual meetings of the Board of Directors shall not be required.

3.6 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by three directors on three days prior notice to each director given personally, by mail, or by phone, which notice shall state the time, place and purpose of the meeting, subject to the waiver under Section 3.7 hereof.

3.7 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.

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

3.85 Order of Business. The order of business at all meetings of the Board of Directors shall be as follows:

a) Calling the meeting to order;
b) Proof of notice of meeting or waiver of notice;
c) Reading and disposal of any unapproved minutes;
d) Reports of officers;
e) Reports of committees (if appropriate);

f) Election of officers (if appropriate);
g) Unfinished business;
h) New business; and
i) Adjournment.

3.9 Fidelity Bonds. The Board of Directors may require that some or all officers and/or employees of the Association (or of a management company under contract with the Association) handling or responsible for the Association's funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid by the Association. Bonds shall not be void because the officers serve without compensation.

ARTICLE 4: OFFICERS

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

4.2 President. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of 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.

4.3 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and Vice President are unable to act, the Board of Directors shall appoint seine 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 or her by the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall count votes at meetings of the Association and shall have charge of the Association's books and records and shall, in general, perform all duties incidental to the office of the Secretary.

4.5 Treasurer. The Treasurer shall be responsible to review and have a working knowledge of the accounts, income statement, balance sheet, budget and all aspects of the accounting for the Association that is provided by the management company. The Treasurer shall assure that safeguards are in place for internal controls to protect Association assets and prevent the misuse of Association funds. The Treasurer shall work with the management company to receive any answers regarding association funds and accounting procedures; oversee a reserve program and work with the board of directors to

assure that a proper reserve study is completed and funding is adequate to support the study; and provide an annual Treasurer's report at the annual meeting in conjunction with management company.

4.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a director or Officer of the Association if such person(s) 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 his own affairs; or 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 grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.

4.7 Compensation. A director or officer of the Association may not receive a fee or other compensation for services rendered to the Association.

ARTICLE 5: OPERATION OF THE PROPERTY

5.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the Property in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the Condominium. The Association shall have and may exercise any of the powers enumerated in the Wisconsin Non-Stock Corporation Law, Chapter 181, Wisconsin Statutes, and Section 703.15(3) of the Condominium Act to the extent not inconsistent with the Declaration and Articles of Incorporation.

5.2 Rules and Regulations. The Association, through the Board of Directors, may from time to time adopt Rules and Regulations governing, the operation, maintenance, and use of the Units and Common Elements by the Unit Owners and occupants. Such Rules and Regulations of the Association shall not be inconsistent with the Declaration or these Bylaws. The Unit Owners, their family members, guests, invitees, licensees, tenants or agents, and all occupants of the Units shall conform to and abide by all such Rules and Regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and proper. The Management Company, if any, may enforce the Rules and Regulations, if so stated in the Management Agreement.

5.3 Assessments. As more fully provided in the Declaration, each Unit Owner is obligated to pay the Association Annual and Special Assessments, which are secured by a continuing lien upon the Unit Owner's Unit or other property against which the Assessment is made. Each assessment shall also be a personal obligation of each Unit Owner. Any assessments, which are not paid when due shall be delinquent. The monthly installments of the Annual Assessments shall be due on the first day of each month. If any monthly installment or any part thereof is not paid in full by the tenth day of the month in which such installment is due, interest at a rate to be established by the Board of Directors, which shall not exceed the maximum rate allowed by law, may, at the Board's discretion, accrue thereon from the due date and a late charge may be imposed as detailed in the Rules and Regulations and policies of the Board. If Assessments and related charges or any part thereof remain delinquent and unpaid for a period greater than 15 days from the date due, a "Notice of Delinquency" may be given to that Owner which shall state that if the Assessment or charge remains delinquent for more than ten days from the date of the Notice of

Delinquency, the Board may accelerate and declare immediately due all of the Unit Owner's unpaid monthly Assessment installments for that fiscal year. If Assessments and related charges or any part thereof remain unpaid more than 30 days after the Assessment payments due become delinquent, the Board may bring an action at law or equity against the Owner personally obligated to pay the same or foreclose the lien against the Unit Owner's Unit or other property, with rights to a deficiency judgment, and interest, costs, and attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments by nonuse of the Common Elements or abandonment of his or her Unit.

5.4 Borrowing Money and Acquiring and Conveying Property. The Board of Directors, by a majority vote, may borrow money and purchase or convey property, in an amount or value not to exceed $100,000 in any single transaction and direct any two officers of the Association to execute such documents in connection therewith as is deemed necessary or appropriate by counsel for the Association. Owner approval (by majority vote) is required for the Association to borrow funds or purchase/convey property in excess of $100,000. Owner approval shall not be required with respect to the conveyance of any unit the Association may acquire through lien foreclosure.

5.5 Vote of Unit Owner in Default. No Unit Owner may vote at a meeting of the Association if the Association has recorded a statement of lien on the person's Unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

5.6 Management Company. The Board of Directors may employ for the Association a Management Company at a compensation established by the Board to perform such duties and services as the Board may authorize. The Board may delegate to the Management Company any powers and duties granted to the Association and its Board by these Bylaws, the Articles of Incorporation and the Declaration.

ARTICLE 6: DUTIES AND OBLIGATIONS OF THE UNIT OWNERS

6.1 Rules and Regulations. The Units and the Common Elements, including the Limited Common Elements, shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and any Rules and Regulations of the Association.

6.2 Transfer of Limited Common Elements Between Unit Owners. No Unit Owner may grant by deed or otherwise the use of Limited Common Elements appurtenant to his or her Unit to any other Unit Owner, except as provided in the Declaration.

ARTICLE 7: GENERAL

7.1 Fiscal Year. The fiscal year of the Association shall be determined by the Board of Directors. In the absence of a resolution by the Board, the fiscal year shall be the calendar year.

7.2 **Corporate Seal.** The Association shall have no seal.

ARTICLE 8: AMENDMENTS

8.1 **By Members**. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members at any meeting called for such purpose by the affirmative vote of the holders of 67% of all of the votes entitled to be cast. No such amendment, alteration or repeal shall be effective unless it is consistent with the provisions of the Declaration and the Articles of Incorporation.

8.2 **Rights of Declarant.** Section deleted as obsolete.

ARTICLE 9: MISCELLANEOUS

9.1 **Record of Ownership**. Each Unit Owner shall promptly cause to be duly recorded or filed of record the deed, assignment or other conveyance to him or her of such Unit or interest therein or other evidence of his or her title thereto. Each Unit Owner shall file such evidence of his or her title, and the Voting Certificate described in Section 2.4 of these Bylaws, with the Board of Directors; and the Secretary shall maintain all such information in the records of ownership of the Association.

9.2 **Mortgages**. Each Unit Owner who mortgages his or her Unit or any interest therein shall notify the Board of Directors of the name and address of his or her mortgagee and also of any release of such mortgage; and the Secretary shall maintain all such information in the record 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 Assessment against such Unit then due and unpaid.

9.3 **Indemnity of Officers, Directors, and Committee Members.** Every person who is or was a director, officer, or committee member of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by, or imposed upon him or her in connection with or resulting from any claim, action, suit or proceedings including criminal proceedings to which he or she is made or threatened to be a party by reason of his or her being or having been such director, officer or committee member, except as to matters as to which he or she shall be 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 of willful misconduct in the performance of his duty as such director, officer or committee member 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 officers, directors, committee members 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 paid by the Association as Common Expenses provided, however, that nothing in this Article 9 contained shall be deemed to obligate the Association to indemnify any person from or against liabilities other than those incurred in connection with the performance of duties as, or resulting from such person's status as, a director, officer or committee member of the Association.

The Association shall, by its Board of Directors, purchase appropriate liability insurance, if reasonably available, with limits of liability to be decided upon by the Board insuring, against errors and omissions of the directors and officers of the Association or its employees or agents. The cost of such liability insurance for directors and officers shall be borne by the Association as a Common Expense.

9.4 Subordination. These Bylaws are subordinate and subject to all provisions of the Articles of Incorporation, the Declaration and the Condominium Act, which shall control in case of any conflict.

9.5 Severability. In case any provision of these Bylaws shall be held invalid, such invalidity shall not render invalid party other provision hereof which can be given effect. Nothing in these Bylaws 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 person.

ARTICLE 10: ASSOCIATION MAILING ADDRESS

10.1 The mailing address of the Association shall be as stated in the records of the Wisconsin Department of Financial Institutions.

WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

STATE OF WISCONSIN
FILED
APR 15 2002
DEPARTMENT OF
FINANCIAL INSTITUTIONS

ARTICLES OF INCORPORATION OF

WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

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FILE ID# ➤ WJ9433600

TABLE OF CONTENTS OF THE ARTICLES OF INCORPORATION OF WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

ARTICLE I: NAME	3
ARTICLE II: PERIOD OF EXISTENCE	3
ARTICLE III: PURPOSES	3
ARTICLE IV: MEMBERS AND VOTING	4
ARTICLE V: PRINCIPAL OFFICE AND REGISTERED AGENT	4
ARTICLE VI: DIRECTORS	4
ARTICLE VII: INCORPORATOR	4
ARTICLE VIII: AMENDMENTS	4
ARTICLE IX: STOCK, DIVIDENDS AND DISSOLUTION	4

ARTICLES OF INCORPORATION
OF
WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of Chapter 181 of the Wisconsin Statutes (the "Law"), does hereby adopt these Articles of Incorporation.

ARTICLE I
NAME

The name of the corporation shall be the WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC. (the "Association").

STATE OF WISCONSIN
FILED
APR 15 2002
DEPARTMENT OF
FINANCIAL INSTITUTIONS

ARTICLE II
PERIOD OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE III
PURPOSES

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

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of The Woodland Trails Condominium (the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin (capitalized terms herein shall have the same meaning as set forth in the Declaration);

(b) To provide for the administration, maintenance, preservation and control of the Condominium in accordance with and in furtherance of the Declaration created under and pursuant to the Act; and

(c) To engage in any lawful activity within the purposes for which a nonstock, non-profit corporation may be organized under the Law, subject to the Act and the Declaration.

ARTICLE IV
MEMBERS AND VOTING

The record owner of a Unit shall automatically be a member of the Association upon becoming such owner and shall remain a member hereof until such time as his or her ownership ceases for any reason, at which time his or her membership in the Association shall automatically cease. The respective rights and qualifications of each of the members of the Association are set forth in the Bylaws of the Association. As set forth in the Declaration, the record owner of a Unit shall be the holder of the fee simple title to such Unit, unless the Unit is subject to a land contract, in which event the record owner shall be the holder of the purchaser's interest in such land contract. With regard to all matters to be voted upon by the members, each Unit shall be entitled to one (1) vote.

ARTICLE V
PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of the Association shall be 622 North Water Street, Suite 200, Milwaukee, Wisconsin 53202. The initial registered agent shall be Paul Votto, whose address is 622 North Water Street, Suite 200, Milwaukee, Wisconsin 53202.

ARTICLE VI
DIRECTORS

The number of directors of the Association shall be fixed by the Bylaws but in no event shall be less than three (3). The manner is which the directors shall be elected, appointed or removed shall be provided in the Declaration and Bylaws of the Association.

ARTICLE VII
INCORPORATOR

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

Attorney William R. Soderstrom
Fox, O'Neill & Shannon, S.C.
622 North Water Street, Suite 200
Milwaukee, WI 53202

ARTICLE VIII
AMENDMENTS

Amendment of these Articles of Incorporation shall require the affirmative vote of those members holding 75 % or more of the total of all votes of the members.

ARTICLE IX
STOCK, DIVIDENDS AND DISSOLUTION

The Association shall not have, nor shall it issue, shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the Association shall be distributed to its members, directors or officers. The Association 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.

The Association may be dissolved upon the affirmative vote of those members holding 75% or more of the total of all votes of the members. Upon dissolution of the Association, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to the members of the Association in accordance with their respective undivided percentage interest in the Common Elements.

Executed in duplicate to this 12th day of April, 2002.

William R. Soderstrom

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)SS
COUNTY OF MILWAUKEE)

Personally came before me, this 12th day of April, 2002, the above named William R. Soderstrom, to me known to be the person who executed the foregoing Article of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

Notary Public, State of Wisconsin
My Commission: 8/17/03

STATE OF WISCONSIN
FILED
APR 15 2002
DEPARTMENT OF
FINANCIAL INSTITUTIONS

This document was drafted by
William R. Soderstrom, Esq.
Fox, O'Neill & Shannon, S.C.
622 North Water Street
Milwaukee, WI 53202
(414) 273-3939

WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

CONDOMINIUM AND HOMEOWNERS ASSOCIATION MANAGEMENT AGREEMENT

ASSOCIATION: WOODLAND TRAILS CONDOMINIUM ASSOCIATION

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at: 9325 COBBLESTONE WAY, FRANKLIN, WISCONSIN

Beginning: MARCH 1, 2020 Ending: DECEMBER 31, 2020

This agreement (the "Agreement") is made and entered into this 13TH DAY OF DECEMBER, 2019, by and between the unit owners' association known as WOODLAND TRAILS CONDOMINIUM ASSOCIATION (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as WOODLAND TRAILS CONDOMINUM LOCATED ON AT 9325 COBBLESTONE WAY, FRANKLIN, WISCONSIN, and HUNT MANAGEMENT INCORPORATED (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.
The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of TEN MONTHS, beginning MARCH 1, 2020, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

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

2.1 COLLECTION OF ASSESSMENTS

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

2.2 RECORDS OF INCOME AND EXPENDITURES

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

2.3 PREPARATION OF ANNUAL BUDGET

NINETY (90) days prior to the beginning of each fiscal year, which begins on JANUARY 1ST, Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 SUBMISSION OF ANNUAL REPORT

Within THIRTY (30) days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. However, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including BUILDING & GROUNDS MAINTENANCE & REPAIR, ETC.

2.6 EMPLOYMENT OF PERSONNEL

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

2.7 PAYMENT OF EMPLOYMENT TAXES

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

2.8 UTILITIES AND SERVICES CONTRACTS

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

2.9 PAYMENT OF EXPENSES

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

2.10 RECORDS OF INSURANCE

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

2.11 OTHER SPECIFIC SERVICES OF AGENT

SEE THE ATTACHED SUMMARY OF SERVICES

OTHER SERVICES TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

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

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

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

Section 5 DISPOSITION OF FUNDS

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

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association AND AGREED TO BY AGENT in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts (EXCEPTING THOSE ACCOUNTS DESIGNATED AS 'RESERVES' FOR WHICH DIRECTORS / OFFICERS SHALL BE SIGNATORIES). Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement, and not paid within THIRTY (30) days after such sums have become due, shall bear interest at the rate of 12% per annum.

5.4 BONDING OF EMPLOYEES

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in an amount and with a company determined by Agent and may be a blanket or umbrella bond. The expense of such bonding shall be paid by AGENT.

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend ONE regular meeting of the Board EACH MONTH and the annual meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A MINIMUM $100.00 PER HOUR CHARGE SHALL ACCRUE. Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent $100.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings. (SEE SECTION 9.3).

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints THE VICE PRESIDENT as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

8.1 STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

8.3 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of $2,000.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

9.3 FOR OTHER SERVICES

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES AT DEPOSITIONS, HEARING, TRIALS OR SIMILAR PROCEEDINGS ON BEHALF OF OR IN CONJUNCTION WITH AGENT'S SERVICE TO ASSOCIATION - $100.00 PER HOUR.

Section 10 OBLIGATIONS OF THE ASSOCIATION

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

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

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

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as ADDITIONAL INSUREDS, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates AND ADDITIONAL INSURED ENDORSEMENTS evidencing such insurance or with duplicate copies of such policies within TEN (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of THIRTY (30) days' written notice to Agent before any cancellation of or changes to said policies. FURTHER, IT IS AGREED THAT THE ASSOCIATION'S INSURANCE COVERAGE SHALL BE PRIMARY AND AGENT'S INSURANCE COVERAGE SHALL BE NON-CONTRIBUTORY.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. However, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

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

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of $5,000.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of $5,000.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.6 APPROVE ANNUAL BUDGET

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

Property in accordance with the Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

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

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association OR AGENT may cancel this Agreement at any time on not less than SIXTY (60) days prior notice to Agent OR ASSOCIATION. THERE SHALL BE NO CANCELLATION FEE.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold funds for ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 FORCE MAJEURE

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercise from time to time and as often as may be deemed expedient by those parties.

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of WISCONSIN. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

Section 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

21.1 TO AGENT

HUNT MANAGEMENT INCORPROATED
10520 N. BAEHR ROAD, SUITE Q
MEQUON, WI 53092
(OR LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board
(CURRENT LEGAL ADDRESS)

21.3.1 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 13TH day of DECEMBER, 2019. This Agreement cancels and supersedes the Agreement dated November 1, 2019.

Board: WOODLAND TRAILS CONDOMINIUM ASSOCIATION.

BY _____ TITLE PRESIDENT

BY _____ TITLE _____

Agent: HUNT MANAGEMENT INCOROPORATED

BY _____ TITLE PRESIDENT

WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

A Community Presence

December 12, 2023

RE: Approved 2024 Budget

Dear Woodland Trails Condominium Owner:

For your review and use we have enclosed a copy of the 2024 Approved Budget as adopted by your Board of Directors. Please note that the monthly assessment has increased, and the enclosed assessment spreadsheet reflects the new monthly assessments effective January 1, 2024. The increase is derived from the standard cost of living increases, the increases due to labor and supply shortages as well as the need for major repairs as the buildings and property ages. The Board reviewed the 2024 budget in great detail and made adjustments so that the monthly assessments did not increase significantly with the understanding that additional projects will need to be completed in the coming years.

If you are enrolled in the electronic funds transfer (EFT) no action is needed from you as we will update the fee in our system. If you submit a check or pay your assessment in any other form (credit card, online bill pay, etc.) please be sure to update the monthly assessment amount on your end.

If you currently pay by check and have received coupon books in the past to pay your monthly fees you must contact the Hunt Management Client Services Department at (262) 238-1480 or email: ClientServices@HuntManagement.com to request a coupon book for your use in 2024. Note, there is a charge to the owner of $15 and will be added to your owner account. The last page of the book has address labels that must be affixed to your own envelope and mailed. You do not need a coupon to pay each month. If you will be paying via electronic funds transfer (EFT), we will withdraw the monthly fee on the 5th day of each month.

For those of you that have your bank pay your fees, please advise them to send checks to the following mailing address: **Woodland Trails, c/o Hunt Management, P.O. Box 1755, Arlington Heights, IL 60006-1755**. *Note: If you use this payment method to submit your monthly assessments, please double check the payment mailing address on your banking website/app to ensure monthly assessment payments are sent to the correct mailing address as stated above.*

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

huntmanagement.com
888-305-1071

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

A Community Presence

Your Board of Directors and Management will continue their efforts toward maintaining and improving the financial and physical soundness of Woodland Trails and both thank you for your continued support. Should you ever have any questions, comments or concerns regarding the Associations financial affairs please contact me at (262) 238-1480 or email: Hsadler@HuntManagement.com.

We wish everyone a very happy and safe Holiday Season!

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for Woodland Trails Condominium Association, Inc.
Heather Sadler, CMCA, AMS
Community Association Manager
Enclosures

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

huntmanagement.com
888-305-1071

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

WOODLAND TRAILS CONDOMINIUM ASSOCIATION
APPROVED 2024 BUDGET

INCOME GL ACCOUNT	DESCRIPTION	APPROVED 2023 BUDGET	1-Jan-22 31-Oct	PROPOSED 2024 BUDGET
60100-00	ASSOCIATION FEES	$ 263,800.00	$ 387,060.00	$ 285,296.00
60150-00	PREPAIDS	$ -	$ 2,247.68	$ -
60300-00	LATE FEES	$ -	$ 580.15	
60350-00	INTEREST	$ -	$ 9.49	$ 10.00
60400-00	PARTY ROOM/CLUBHOUSE RENTAL FEES	$ 1,300.00	$ 1,600.00	$ 1,500.00
60130-00	Window Water Instrustion - Special Assessment	$ -	$ 27,923.70	$ -
60500-00	MISCELLANEOUS	$ 1,000.00	$ 207.50	$ -
61700-00	INSURANCE CLAIMS	$ -	$ -	$ -
75000-00	CAPITAL RESERVE CONTRIBUTION	$ 185,200.00	$ (154,333.34)	$ 194,800.00
76000-00	OPERATING RESERVE CONTRIBUTION	$ 14,000.00	$ (11,666.00)	
	TOTAL OPERATING INCOME	$ 465,300.00	$ 253,629.18	$ 481,596.00

GENERAL OPERATING EXPENSES GL ACCOUNT	DESCRIPTION			
REPAIRS & MAINTENANCE				
80100-00	CLUBHOUSE MAINTENANCE	$ 7,300.00	$ 3,604.57	$ 7,300.00
80150-00	EXTERIOR WORK	$ 7,000.00	$ -	$ 7,000.00
80200-00	GENERAL MAINTENANCE	$ 20,000.00	$ 13,546.66	$ 20,000.00
80250-00	DRYER VENT CLEANING	$ 6,400.00	$ -	$ 6,000.00
80300-00	FIRE SYSTEM INSPECTIONS	$ 6,000.00	$ 8,155.98	$ 8,000.00
80400-00	GUTTERS	$ 6,500.00	$ 111.41	$ 4,000.00
80500-00	PEST CONTROL	$ 4,500.00	$ 1,049.10	$ 4,500.00
80600-00	POOL MAINTENANCE	$ 17,000.00	$ 24,478.90	$ 25,000.00
80700-00	FIRE SYSTEM MONITORING	$ 9,100.00	$ 11,205.47	$ 15,000.00
80750-00	FOB SECURITY SYSTEM	$ 3,000.00	$ 708.95	$ 1,800.00
80800-00	WATER SERVICE-IRRIGATION	$ 4,200.00	$ 1,848.84	$ 4,500.00
80900-00	CABLE TV	$ -	$ -	$ -
	TOTAL REPAIRS & MAINTENANCE EXPENSE	**$ 91,000.00**	**$ 64,709.88**	**$ 103,100.00**
UTILITIES				
82000-00	ELECTRIC SERVICE	$ 14,000.00	$ 9,838.39	$ 15,000.00
82100-00	GAS SERVICE	$ 3,000.00	$ 1,292.91	$ 3,500.00
82200-00	TELEPHONE/INTERNET SERVICE	$ 1,900.00	$ 1,849.70	$ 2,500.00
82300-00	RUBBISH SERVICE	$ 3,000.00	$ 2,450.00	$ 3,200.00
82400-00	WATER/SEWER SERVICE (CLUBHOUSE, POOL & RESTROOMS)	$ 2,500.00	$ 2,890.19	$ 4,500.00
	TOTAL UTILITIES EXPENSE	**$ 24,400.00**	**$ 18,321.19**	**$ 28,700.00**
GROUNDS				
83000-00	SNOW REMOVAL	$ 25,650.00	$ 17,094.44	$ 27,692.00
83100-00	LAWN CARE	$ 39,000.00	$ 24,106.92	$ 27,720.00
83200-00	TREES & SHRUBS	$ 7,500.00	$ 6,883.88	$ 10,000.00
	TOTAL GROUNDS EXPENSE	**$ 72,150.00**	**$ 48,085.24**	**$ 65,412.00**
ADMINISTRATIVE				
84000-00	ACCOUNTING	$ 250.00	$ 205.00	$ 300.00
84100-00	BAD DEBT	$ -	$ -	$ -
84200-00	ADMINISTRATIVE	$ 500.00	$ 33.30	$ 500.00
84300-00	LEGAL FEES	$ 2,500.00	$ 304.01	$ 3,000.00
84400-00	INSURANCE	$ 42,000.00	$ 44,765.25	$ 51,000.00
84600-00	MANAGEMENT FEE	$ 32,100.00	$ 26,750.00	$ 33,384.00
84700-00	OFFICE SUPPLIES	$ 200.00	$ 30.33	$ 400.00
84800-00	POSTAGE	$ 600.00	$ 148.95	$ 600.00
84900-00	COPIES	$ 400.00	$ 96.10	$ 400.00
84950-00	MISCELLANEOUS	$ -	$ 17.50	$ -
	TOTAL ADMINISTRATIVE EXPENSE	**$ 78,550.00**	**$ 72,350.44**	**$ 89,584.00**
	TOTAL OPERATING EXPENSE	**$ 266,100.00**	**$ 203,466.75**	**$ 286,796.00**
RESERVES				
	Special Assessment/Owner Payments by Installments for LOAN		$ 27,923.70	$25,092.00
85000-00	CAPITAL RESERVE CONTRIBUTION	$ 185,200.00	$ 154,333.34	$ 194,800.00
85100-00	OPERATING RESERVE CONTRIBUTION	$ 14,000.00	$ 11,666.00	$ -
	TOTAL RESERVE CONTRIBUTION EXPENSE	**$ 199,200.00**	**$ 193,923.04**	**$ 194,800.00**
	TOTAL OPERATING AND RESERVE EXPENSES	**$ 465,300.00**	**$ 397,389.79**	**$ 481,596.00**

RESERVE EXPENDITURES-FUNDED BY RESERVE FUNDS				
90100-00	EXTERIOR WORK (PHASED SIDING, ROOF AND GARAGE DOOR WORK)	$ 30,000.00	$ 29,988.65	$ 30,000.00
90200-00	FIRE SYSTEM REPAIRS/REPLACEMENTS	$ 5,000.00	$ -	$ 5,000.00
90400-00	LANDSCAPING (PHASED STONE BED APPLICATION)	$ 36,000.00	$ 40,167.50	$ 30,000.00
90500-00	DECK REPAIRS AND PAINTING	$ 20,000.00	$ -	$ 20,000.00
90600-00	POOL COVER	$ -	$ -	$ -
90700-00	MECHANICAL EQUIPMENT POOL	$ -	$ -	$ -
90800-00	CLUBHOUSE INTERIOR AND EXTERIOR FINISHES	$ -	$ -	$ -
	RESERVE STUDY		$ 3,811.00	$ -
90900-00	WOOD FENCE CORRALS-PAINT	$ -	$ -	$ 4,000.00
	ASPHALT CRACK FILL SEAL			$ 22,000.00
	TOTAL PROJECTED RESERVE EXPENDITURES	$ 91,000.00	$ 73,967.15	$ 111,000.00

Enter Annual CondoFee Revenue desired ------->	$481,596.00

2024 HOA Fees

	Unit Type	Building Address	Quantity of Units	Condo Unit Square Feet	Total Sq Ft / Type	$$ Revenue / Type	Actual Monthly Condo Fee- Rounded
1	A Lower	9399 9375 9363 9337 9325 9301 9411	28	1070	29,960	$98,357.93	$293
2	A Upper	9399 9375 9363 9337 9325 9301 9411	28	1300	36,400	$119,500.29	$356
3	B Lower	9405 9313	8	1191	9,528	$31,280.18	$326
4	B Upper	9405 9313	8	1698	13,584	$44,595.93	$465
5	D Upper	9387 9349	4	1780	7,120	$23,374.78	$487
6	D Lower	9387 9349	4	1225	4,900	$16,086.58	$335
7	D Upper2	9370 9306 5561 5495 5427 5373	12	1792	21,504	$70,597.09	$490
8	D Lower2	9370 9306 5561 5495 5427 5373	12	1235	14,820	$48,653.69	$338
9	Townhouse A	9387 9349	2	1672	3,344	$10,978.27	$457
10	Townhouse B	9370 5561 5495	3	1845	5,535	$18,171.27	$505
		Total # of Units ->	109	Total Ft>	146,695	$481,596.00	

WOODLAND TRAILS CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

Woodland Trails General Information, Rules and Regulations

INTRODUCTION

The Board of Directors and Management would like to welcome you to Woodland Trails Condominium Association. We are pleased that you have chosen to reside at Woodland Trails Condominium Association and hope that you will enjoy your home.

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

Owners at Woodland Trails Condominium Association pay a monthly assessment to cover the expense of major functions that are performed for the benefit of all Owners and Residents. The fee includes such things as lawn care, snow removal, pool maintenance, exterior building maintenance and professional management services. Whenever work is done by volunteers, the Association saves money. Although we pay a manager to coordinate daily operations and financial matters, the overall responsibility of the property still belongs with the unit Owners. Woodland Trails Condominium Association thrives on the help of volunteers. Members of the Board of Directors and committees all work without compensation. Their reward is the satisfaction of helping to maintain an attractive, pleasant place to live. All Owners should be aware of their responsibility to volunteer some of their time and talent to the Association.

If you would like to volunteer to help or have any questions/concerns regarding the quality of the lawn care, snow removal, pool maintenance service or any other property management problem please contact the Property Manager at the Management Office.

ASSOCIATION MANAGEMENT COMPANY

Hunt Management, Inc.
Office Hours: M-Th. 7:30 a.m. to 5:00 p.m. Fri 8:30 a.m. to 12:00 p.m.
Email: clientservices@huntmanagement.com
Telephone: {262} 238-1480

I. LOCAL SERVICES

Emergency (Police, Fire, Rescue)	911
Non-Emergency Police 9455 W. Loomis Road	(414) 425-2522
City of Franklin Utilities	(414) 421-2613
Franklin City Hall 9229 W Loomis Road	(414) 425-7500
Franklin Library 9151 W Loomis Road	(414) 425-8214
Franklin Parks and Recreation	(414) 425-7500
Franklin Fire Department 8717 N. 43rd Street	(414) 421-2420

II. UTILITIES

WE Energies (Gas & Electric)	(800) 242-9137
Spectrum Cable/ TV	(855) 448-1192
AT&T Cable/TV	(855) 637-9526

III. CONDOMINIUM DOCUMENTS

Each Owner should receive a copy of the condominium documents from the previous Owner. There is a $25 charge for replacement documents.

Each Resident is responsible for obtaining a copy of the Association rules from the Management Company within 7 days of residency.

WOODLAND TRAILS CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

These Rules and Regulations are established pursuant to Article 15 of the Declaration for Woodland Trails Condominium. The purpose of the Rules and Regulations is to provide for the common benefit and enjoyment of the Condominium. Common Elements and Limited Common Elements. These Rules and Regulations may be changed or clarified in the future pursuant to Article 15.

1. Signs

No signs of any kind shall be erected within the property without the written consent of the Board of Directors (including for sale or for rent signs but excluding "open house" signs during an open house. Open house signs shall only be erected one hour before the advertised open house hours and must be removed immediately after the open house. In no event, shall an open house sign remain up for more than six hours on any given day or for more than twelve hours' total during a calendar week.) No signs shall be placed inside the Unit to make them visible from the exterior.

2. Vehicles

a) Vehicles shall be parked only in garages, driveways immediately in front of the garage serving the Unit or other spaces specifically assigned by the Association. No commercial vehicles, larger than what may fit in the owner's garage, equipment, trailers, or inoperable vehicles may be parked outside the garage. Boats and camper/trailers may be parked in the driveway for loading and unloading. No car repairs may be made outside the garage except for minor emergency repairs (for example, jumping the battery), and then only for the purposes of immediately rendering the car drivable.

b) Vehicles parked in unauthorized spaces may be ticketed by the Franklin Police Department.

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

d) Driveways with turnaround spaces, walkway extensions, gravel areas and/or areas with additional driveway space utilized for vehicles to safely enter/exit the driveway, are not to be used as parking spaces. If any of these areas are damages, the owner of the unit is responsible for the cost.

e) Moving trucks are not permitted without prior written consent of the Board.

f) **Parking for unit owners is as follows:**

Those units with a single-car garage (Exception 9301/9411 Main Cobblestone) have 3 parking spaces deeded. One inside the Garage, and one directly in front of their garage. The lower units have a third space in front of the walkway to their unit. The upper units have a unit-labeled third space next to the garbage corrals. The exception to this is 9301 and 9411 who have their second and third spots in front of the garage. Those unit owners with a double-car garage have two spaces inside the garage and the two spaces directly in front of the garage. You MAY NOT park cars so that they are wider than your garage doors.

g) Any Owner, guest or tenant of any owner who violates any parking restriction, the Association may-at any time thereafter and without further notice-make arrangements to tow, or transport, the vehicle to a storage facility. In such event, the towing charges and storage expenses incurred by the Association shall constitute an assessment or charge against any unit owned by the offending Owner, even if the vehicle belonged to a guest or tenant of the owner.

3. Garages

Overhead garage doors shall be closed when not in use to maintain a consistent appearance to the property and maintain interior temperatures.

4. Pets

No more than two (2) pets are allowed per unit, including any combination of dog or cat. Usual and common household pets including aquarium fish and caged birds are also permitted. No livestock or animal may be kept on the property. No breeding or commercial use is permitted. All pets must be on leashes and accompanied by a responsible person when outdoors. All fecal matter must be picked up and disposed of properly and immediately. Fines will be imposed for lack of compliance. No dog runs or outside fencing are permitted. The Unit Owner, as well as the animal owner, is responsible and liable for any damage to property or injury caused by a pet (this includes any repairs needed for burnout spots).

5. Grills/Fires Pits

a) Per the City of Franklin Fire Code, the use of gas grills or charcoal grills or portable fire pits is not allowed on a combustible porch or balcony. The use of electric grills can be used on balcony porches.

b) Charcoal and gas grilling may be done on the ground level provided the grill is a minimum of ten feet from all buildings while in use. Grills may be covered and stored on a masonry pad in a mulched area unobstructed from shrubs/bushes, ground level patio areas or stored in the owner's garage when not in use.

c) No fire pits are allowed on the property.

d) Please follow the signage instructions for grilling at the club house.

6. Landscaping

a) Planting Flowers outside the unit must be natural.

b) Flowerpots/boxes or baskets may be placed or mounted on a self-standing pole, black shepherds hook in the mulched area around an owner's unit

c) Decorative brick or trim around flower or tree mulching areas may be allowed pending board association approval

d) Drainage swales and ditches cannot be modified. All landscaping maintenance must be completed at the direction of the Association.

7. Architectural Control, Alterations, Appearance

ANY EXTERIOR ALTERATIONS, ADDITIONS OR MODIFICATIONS REQUIRE BOARD APPROVAL

a) No nameplates are permitted anywhere on the exterior of the building or on the interior of a Unit in such a way as to be visible from the outside.

b) No birdbaths, bird feeders or bird houses.

c) Storm doors and screen doors are not permitted on the exterior doors.

d) Hoses must be stored where not visible from the street

e) Only an American Flag not to exceed 3 feet by 5 feet may be displayed at all times so long as it is not permanently attached (permanently attached refers to penetrating the exterior) Please contact the management if there are any further questions regarding this rule.

f) No hanging of laundry outside is permitted. The overhead garage door must be kept closed if hanging laundry in the garage.

g) Window air conditioning units are not permitted.

h) No overhead utility lines.

i) Window treatments shall be light/neutral in color from the outside to maintain a consistentappearance of the property.

8. Satellite Dishes/Antennas

Satellite dishes and Antennas may only be installed with prior written approval of the Association Board, and then, only in locations and manner as specified by the Association Board in writing.

9. Rental/Timesharing

Notice of any transfer of lease shall be given to Management within five (5) days following consummation of such transfer (lease). No Unit, or interest there-in, shall be leased by a Unit Owner for a term less than 6 months. A copy of every such lease, as and when executed, shall be furnished to Management. The lessee under every such lease shall be bound by and subject to all of the obligations under the Declaration, By-laws and Rules and Regulations of the Unit Owner making such lease and the lease shall expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Every such lease shall also expressly provide that the Association may exercise against the lessee thereunder any and all remedies available to the Association against the Unit Owner. The Unit Owner is responsible and liable for the conduct and actions of his or her tenants. Failure for owner to comply with providing lease agreements to the Association will result in a fine.

10. Noise

Unreasonable noise and disturbances are prohibited. Owners and Residents shall exercise extreme care not to disturb other Residents with excessive noise or voices, or the unreasonable use of radios, televisions, musical instruments, telephones, amplifiers, or other similar devices. In cases where such unreasonable noise or disturbances is acute enough for a police report to be filed, then the Unit responsible for the noise or disturbance will subject the Unit Owner to a $500 fine.

11. Snow Removal

The Association shall make a reasonable effort to remove snow from the driveway and parking areas in front of the Unit garage up to where it connects with the main drive. If the Unit Owner has a vehicle in the space at the time of plowing, the area may not get plowed and the Unit Owner will be responsible for snow removal in these areas. The Association will not provide supplemental plowing or shoveling after the standard service. The Association will make a reasonable effort to shovel the sidewalk directly serving the Unit; however, the Association makes no representation as to the timing of such shoveling. Unit Owners, particularly those who must leave their Units early in the morning, are asked to assist by shoveling walks to provide temporary access until crews can get to the areas for final clean-up. If the snow removal service has not made a reasonable effort to plow and/or salt an area of the sidewalk or drive ways as designated to be serviced, please call the management company at your earliest convenience.

12. Garbage/Recycle

a) Trash and recycling cans may not be kept outdoors or on patios or balconies at any time. The Dumpsters are intended for the inner circle units only that do not receive curbside garbage and recycling service. Unit owners that have the curbside garbage and recycling pick up service are expected to use good judgment in your occasional use of dumpsters.

b) All household trash/recycling are to be placed in the dumpsters/cans and are not to be placed next to the receptacles.

c) Removal of items appliances, tires etc. found in the dumpster areas are an added costly expense to the Association. Please help us identify any unit owner responsible for this activity so we take the necessary steps to fine and educate them. Residents should contact a bulk item removal company to dispose of non-household trash/recycling. Service providers such as Johns Disposal (262-473-4700) and 1-800-GOT-JUNK can assist with the removal of bulk items. The removal of bulk items is a resident's responsibility to have removed from the property at their expense.

13. Maintenance, Repairs, Replacements

Please refer to the "WOODLAND TRAILS MAINTENANCE RESPONSIBILITIES CHECKLIST"

14. Miscellaneous

a) It is the owner's responsibility to keep a working light bulb in the fixtures located outside the Unit's main entry door and the garage door

b) Owners may conduct business activity so long as the activity (a) is not detectable by sight, sound, or smell from outside the unit, (b) conforms with zoning, (c) does not create any safety threat, (d) does not involve non-residents coming to the property (rummage sales included) and (e) does not disrupt other unit owners as may be determined in the sole discretion of the Board of Directors

c) Upon request of any unit owner the Board of Directors may approve an annual Association "rummage sale" that complies with city and state ordinances.

d) No guns may be discharged or displayed outside a Unit, including "B-B" guns and pellet guns, regardless of size.

e) No items can be stored outside the unit that is considered unclean, untidy or unsightly.

f) Ponds and creeks are not to be used for swimming, fishing, boating, ice-skating or any other use. It is the sole responsibility of a responsible adult, relative or otherwise, to keep children away from the water. By purchasing a Unit, buyer indemnifies and holds harmless the Association and all other third parties with respect to any damage or injury incurred resulting from the ponds and creeks on the Property.

g) No garbage cans, tanks, pools, play equipment, or toys may be left or installed outside. Except Portable Basketball hoops may be left outside between April 1st and October 31st. Hoops must be in good condition and may not block any garage or parking space.

h) Patio furniture may be kept on the balcony or patio provided it is kept in good repair and is not unsightly.

i) Absolutely no feeding of wild animals, this includes deer corn and human food.

15. Fine and Enforcement Policy

a) Any complaint which alleges a violation of the Act, the Declaration, By-Laws or Rules and Regulations must be made in writing (or email) to the Management Agent.

b) When a Complaint is received by the Management Agent, the offending Unit Owners (and/or Unit Tenants) will be notified as a warning notice by email or standard mail of the violation by the Management Agent to rectify the situation. In addition to all other remedies available to the Association or to other Unit owners under the Declaration, the Bylaws or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose

against any Unit owner in violation of the Declaration, the Bylaws, or these Rules and Regulations, a fine against such Unit owner according to the following schedule:

1. For the first offense: $50.00
2. For the second offence: $125.00
3. For the third offense: $300.00

c) In addition to violation fines, the following items will be imposed:

1. Loss of use of the Association recreational facilities
2. See Pool Rules #7 for written violation and fine details.

d) Fines are to be paid immediately to the Association. Any fine not paid within ten days after billing therefore by the Association shall accrue a 10% interest charge every month the By the Association removing or correcting the violation, the cost of which, including reasonable attorney fees, shall be borne by the Unit Owner.

e) Each day a violation remains uncured shall be deemed a new violation and subject to a fine.

f) If the Unit Owner or Tenant charged with a violation either believes that no violation has occurred or that they have been wrongfully or unjustly charged, they are to contact the Management Agent. The Management Agent will notify the Association Board for a final decision.

g) The Unit Owner or tenant charged with a fine shall pay all charges imposed that include any resultant damages to buildings and/or grounds. If these fines are not paid within 30 days as stated in the written notice, the unit owners Key Fob to the pool will be de-activated until such payment has been made. The fine will be added to the Unit Owner's monthly assessment account in accordance with the Association Declaration and By-Laws. Failure to make such payments will subject the Unit Owners to all legal or equitable remedies available to the Association necessary forthe collection.

h) The Board may impose a larger fine, up to $500.00, if the offense involves or affects special projects, the safety and soundness of the Association and its' residents, causes damage to any portions of the Association and/or if the Board deems the violation to be intentional in nature.

i) In some cases, the Management Company, at the direction of the Board, may issue a fine without first sending a warning letter, which would occur in circumstances such as those items stated herein or where there has been a history of similar complaints against the alleged violation Unit Owner or Resident.

Late Monthly HOA Assessment Fee

Each owner is assessed a Monthly HOA monthly fee. The Association depends on timely receipt ofthese assessments to function properly. Late payments or non-payment of assessments can be a serious problem for the Association.

Monthly HOA assessments are due on the first of each month, unless there is something in writing from the Association setting a different due date. Any assessment not paid within ten (10) days of the due date will be charged a 10% late fee of the unit owner's Monthly HOA assessment. Key Fob'sto the pool will be de-activated for Monthly HOA assessment's that has not been paid within 30 days. Once the Monthly HOA assessment has been paid the Key Fob will be re-activated. Any Monthly HOA assessment over 90 days late will be sent to collections. The unit owner will be responsible for all the expenses and attorney fees associated with the collection costs to the association. **IF A UNIT MEMBER IS HAVING A PAYMENT PROBLEM INVOLVING A "HARDSHIP" SITUATION, PLEASE CONTACT THE MANAGEMENT COMPANY FOR A CONFIDENTIAL DISCUSSION TO AVOID A COLLECTION PROBLEM.**

Woodland Trails Condominium Association
Swimming Pool Rules & Regulations

A person using the pool or pool area does so at his/her own risk and sole responsibility. The Management Company and the Woodland Trails Board of Directors assume no responsibility for any accident or injury in connection with such use

1. **Pool Hours and Dates of Operation**

8:00 a.m. to 9:00 p.m. daily, weather permitting, from Memorial Day through Labor Day. The pool will be scheduled to close following the Labor Day Holiday. Pool Season may be extended a week before Memorial Day or a week or two after Labor Day weekend depending on weather and availability of pool maintenance resources.

2. **Guests**

a) A "Guest" is anyone who is not a resident of Woodland Trails.

b) Residents, who can produce verification of residency upon request, are required to accompany guests to the pool and acquaint their Guests with ALL applicable pool rules. Unit Owners are responsible for all actions of their Guests/Tenants.

c) All Residents and Guests must abide by pool rules.

d) A maximum total of (3) three Guests are permitted use of the pool area at any given time on weekdays, weekends, and/or holidays.

3. **Children and Infants**

a) An adult must accompany children under 16 years of age.

b) Infant/Diaper-age children must wear a swimsuit over rubber pants or a swim diaper.
c) Floatation devices for infant/children can be used at all times

4. **Food, Drink, Pool Property**

a) ALL PERSONS are responsible for removing litter and personal items from the pool area when leaving. All food and drink must be kept on the deck furniture and is prohibited in the pool. NO GLASS CONTAINERS are allowed in the pool area.
b) The cost of replacement or repair of any damaged property will be charged to the responsible Unit Owner. Management will not be responsible for loss or damage to any personal property brought to the pool or pool area.

5. **Health, Cleanliness and Safety**

a) Persons having any infections or sores or inflamed eyes, colds, nasal or ear discharge, or any communicable disease shall not use the pool. Persons with open sores or bandages of any kind shall not use the pool.

b) There is no smoking or vaping in the pool area or anywhere inside of the clubhouse building.

c) Running, jumping, pushing, wrestling, ball playing, or causing undue disturbance in or about the pool area will not be permitted. Spouting of water and similar unhygienic actions will not be permitted in the pool. **NO DIVING!!**

d) No animals are allowed in the pool or pool area at any time.

e) Floatation devises **(except for infant/children)** and small play equipment may be used only during non-peak times or when 10 or less people are present. No wheeled vehicles are allowed in the pool area.

f) The pool may be closed at any time due to either breakdown or other operational difficulties or at the discretion of the Management Agent and the Board of Directors. The swimming pool gates must be locked at all times, as specified by the Wisconsin Health Department. At no time will the gate be obstructed so as to prevent it from closing, and access to the pool area shall be through the gate only.

g) Only proper swimming attire is allowed.

h) The swimming pool cannot be reserved for private functions.

i) No abusive or profane language or breach of the peace will be tolerated.

6. **Pool Key Fobs and Waiver Form**

- **a)** Each year residents of the association will be provided with "Release of Liability Waiver Form" to sign.
- **b)** Each unit will be supplied with one (1) key fob. In the event you sell your unit, it is the responsibility of the unit owner to provide the key fob to the new owner. In the event you lose or misplace your unit's key fob, the cost for a replacement key fob is $200.

Violation of the swimming pool rules will result in fine(s) and/or revocation of pool privileges.

Revised 6/5/19

Woodland Trails Maintenance Responsibility Checklist

Key:

X = Maintenance, Repair, and Replacement

S = Shared maintenance to keep area clean and free of clutter

Item	Association Responsibility	Owner Responsibility	Document Reference
Air conditioner:		X	Declaration §§ 4.2(c), 21.2
Balcony:	X	S	Declaration §§ 12, 21.2
Club House:	X		Declaration § 21.1
Ceiling Fans:		X	Declaration § 21.2
Dishwasher:		X	Declaration § 21.2
Doors Attached to Unit:		X	Declaration §§ 4.2(c), 21.2
Doors - Front Entry Door		X	Declaration §§ 4.2(c), 21.2
Driveway:	X	S	Declaration §§ 12, 21.1
Dryer Vents		X	Declaration §§ 4.2(c), 21.2
Dumpster Corrals	X		Declaration § 21.1
Floor Coverings of Unit		X	Declaration § 21.2
Foundation	X		Declaration § 21.1
Electrical System of Unit		X	Declaration § 21.2
Electrical Serving Common Areas	X		Declaration § 21.1
Furnace		X	Declaration § 4.2(c)
Garage Door - Mechanics and Operation		X	Declaration §§ 4.2(c), 21.2
Garage Door - Door and Paint	X		Declaration § 21.1
Garbage Disposal		X	Declaration § 21.2
Gutters and Downspouts	X		Declaration § 21.1
Lawn	X		Declaration §§ 12, 21.1
Light Fixtures and Bulbs - Unit		X	Declaration § 21.2
Light Fixtures - Common Areas	X		Declaration § 21.1
Light Bulbs - exterior of unit's main entry and garage door		X	Rules & Regulations 13(a)
Maintenance Rooms	X		Declaration § 21.1
Mailboxes	X		Declaration § 21.1

Item	Association Responsibility	Owner Responsibility	Document Reference
Mailbox Keys and Lock Replacement		X	Declaration §§ 2, 21.2
Painting - Exterior	X		Declaration § 21.1
*Painting - Interior of Unit		X	Declaration § 21.2
Parking Areas - Common	X		Declaration § 21.1
Patio	X	S	Declaration §§ 12, 21.1
Patio / Balcony Doors		X	Declaration §§ 4.2(c), 21.2
Plugged Drains of Unit		X	Declaration § 21.2
Roof	X		Declaration § 21.1
Sewer and Water	X		Declaration §§ 21.1, 21.5
Sewer Lateral Pumps	X		Declaration §§ 21.1, 21.5
Shrubs and Trees	X		Declaration §§ 12, 21.1
Sidewalks	X		Declaration § 21.1
Siding	X		Declaration § 21.1
Sinks in Unit		X	Declaration § 21.2
Smoke Detectors		X	Declaration § 21.2
Snow Removal - Driveways	X		Declaration §§ 12, 21.1
Sump Pumps		X	Declaration § 4.2(c)
Swimming Pool	X		Declaration § 21.1
Water Supply and Plumbing		X	Declaration §§ 4.2(c), 21.2
Water Valve Into Unit		X	Declaration § 21.2
Washer and Dryer		X	Declaration § 21.2
Water Heater		X	Declaration §§ 4.2(c), 21.2
Windows and Screens of Unit		X	Declaration §§ 4.2(c), 21.1, 21.2

*** Contact Association Property Manager for paint color of entry doors**

Woodland Trails Community Pool

Use Agreement and Waiver

As a condition of utilizing the Woodland Trails Community Pool, I/we, the undersigned unit owner(s) or resident(s) each hereby agree that I/we do so at my/our own risk and expense, and that I/we hereby expressly release, waive and hold harmless, WOODLAND TRAILS CONDOMINIUMS ASSOCIATION, INC. and its respective agents, officers, management company and/or directors of each of the foregoing (collectively referred to hereinafter as the "Released Parties") from and against any and all liability or claims resulting from injuries (including death) to me/us sustained while in or utilizing the Woodland Trails Community Pool, regardless of the injury's cause. Except to the extent covered by insurance, I/we further expressly agree, on behalf of my/our heirs, successors, and assigns, to fully indemnify and reimburse the Released Parties for any and all costs and expenses incurred by any of the Released Parties as a result of any injury sustained or caused arising out of my/our use of the Woodland Trails Community Pool, including any legal costs, attorney's fees and other such costs incurred by the Released Parties to defend such action.

I/we hereby represent that I/we carry my/our own health insurance or that I/we am/are a member(s) of a Health Maintenance Organization (HMO) and that I/we agree that I/we will make any and all claims which may arise as a result of my/our use of the Woodland Trails Community Pool in the case of, or in the event of injury to me/us against said insurance or HMO. My/our insurance policy and/or HMO coverage in effect at the time of the incident will be considered my primary insurance or primary coverage.

Furthermore, I/we agree to utilize all equipment in a safe and proper manner and abide by all Woodland Trails Rules and Regulations, including any future modifications, rules and regulations posted in the facility, or as otherwise promulgated from time to time. Additionally, I/we understand that I/we are fully responsible for any damage to the facility or its contents as a result of my/our behavior.

Homeowner Signature(s)

_____

_____

Print Name_____

Woodland Trails Unit Number_____ Date_____