DISCLOSURE INFORMATION
Danell Heights Condominium Association
Menomonee Falls, Wisconsin
(Enter Name and Address of Seller)

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 DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN 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. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

INDEX OF REQUIRED DISCLOSURE MATERIALS

1. **EXECUTIVE SUMMARY** – The Executive Summary essential information regarding the condominium. The Executive Summary begins on Page 2.
2. **DECLARATION** – The Declaration establishes and describes the condominium, the units and the common area. The Declaration begins on Page 6.
3. **BYLAWS** – The Bylaws contains rules which govern the condominium and effect the rights and responsibilities of unit owners. The Bylaws begin on Page 23.
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 the Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on Page 49.
5. **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 utility payments. The budget appears on Page 56.
6. **MAP**. The seller has provided a map of the condominium association which shows the location of the unit you are considering and all the common areas which are part of the condominium. The map is on Page 57.

Danell Heights Condominium Association
Menomonee Falls, Wisconsin

This **Executive Summary** highlights certain information relating to the Danell Heights Condominium Association and explains where the information can be located. It is not intended to be complete and the Condominium disclosure materials will need to be reviewed for an accurate and complete description of unit owners' rights and responsibilities.

Condominium Information

The name of the condominium is Danell Heights Condominium Association.

Expansion Plans

The Declarant does not have the right to expand the Condominium in the future. The Developer turned over the Condominium to the owners in 1992.

Governance

The Condominium is governed by the Danell Heights Condominium Association (the "Association") through its Board of Directors and its Standing Committees: Design Review and Landscape Enhancement.

(a) The contact person for the Association is:
Bea Pamperin, President
bpamperin@sbcglobal.net
N81W13586 Wedge Ct
Menomonee Falls, WI 53051
(262) 255-0875

(b) The Association is not a party to any management contract.

(c) You may contact the following person regarding purchase, lease, loan and refinance documents, as well as the Condominium in general:
Vickie Nikoley, Treasurer
vnikoley0309@gmail.com
N81W13569 Golfway Dr
Menomonee Falls, WI 53051
(414) 640-1201

Special Amenities

None.

Association Website danellheights.weebly.com. From the beginning of Danell Heights Condominium Association in February, 1984, each of the 128 units has had a permanent white ring binder holding governance information. With recent multiple changes, it has become expensive and nearly impossible to keep them up-to-date. Our website provides an all-digital, on-line resource as the common reference for all owners of all units. Realtors, mortgagors, lenders, prospective owners, insurance agents, inquiring neighbors can all take advantage of the information and answers it affords. The website is completely searchable to easily locate of relevant information.

Maintenance and Repair of Units Each owner is responsible for the maintenance and repair and replacement of certain portions of the Condominium, which, generally, includes their own unit and the limited common elements and items appurtenant to, attached to or serving the unit. A description of the unit owner's maintenance, repair and replacement responsibilities can be found in Section 3(a) of the **Declaration** and in Section 11(b) of the **Bylaws**, as restated. Each month, $25 of the dues is deposited in a reserve account. This money belongs to the unit, not to the owner, so upon sale, the account is transferred to the new owner. Each unit has a reserve account that can be used for most repair, maintenance and replacement described. Roof replacement and exterior painting must be agreed upon and cost split by both owners when needed.

Maintenance, repair and replacement of common elements. The Association is responsible for the maintenance, repair and replacement of common elements and limited common elements, which are not an individual owner's responsibility, of the Condominium. Repair and replacement of common elements and limited common elements, which are not an individual unit owner's responsibility, will be funded from unit owner assessments. Extraordinary repairs and replacements will be funded from reserves to the extent they are available; otherwise, they will be funded from unit

	owner assessments. A description of the Association's responsibilities can be found in Section 4 of the **Declaration** and Article V, Section 11(a) of the **Bylaws,** as restated. Consult the **Design Review Committee Guidelines** regarding maintenance, repair and replacement requirements. The Design Review Committee chair is Tom Jacobi, (414) 614-6204; ttjacobi@wi.rr.com.
Rental of units	Information regarding leasing of units can be found in Article VII, Sections 1 and 5 of the **Bylaws.** Few, if any, units are leased. The Association must be given the name and contact information of any tenant by notification from the owner.
Unit alterations	The information on a unit owner's authority to alter their unit can be found in Article V, Section 14 of the **Bylaws.**
Parking	Each unit in a two-unit building includes a two-car garage. The inner units in four-unit buildings have a one-car garage and an assigned outer space, as shown on the condominium plat.
Pets	A description of the rules relating to unit owners' restrictions regarding pets can be found in the Association's **Operations and Rules Information**.
Reserves and Budgets	The Association maintains reserves for repairs and replacement beyond routine maintenance. The Association does not maintain a separate statutory reserve account as allowed under Wis. Stat. Sec. 703.163(5) for repairs and replacements beyond routine maintenance. Current **Association FY Budget** and reserves can be found at the **Budget** tab of this section.
Amendments	A unit purchaser's rights and responsibilities may be altered by amendment to the **Declaration** or **By-Laws**. The process and requirements for amendments are found at Section 13 of the **Declaration** and Article XI of the **Bylaws**.

Insurance	Most current **insurance policies** are held by State Farm through our agent, Rog Rogers Agency in Menomonee Falls, (262) 251-5222. Contact his office directly for any current documentation; they will happily provide it. Workers Compensation coverage is held by West Bend Mutual Insurance.
Dues	Current **monthly dues**: $210-$250 depending on size of unit and building, billed quarterly on January 1, April 1, July 1 and October 1. Dues cover insurance, snow removal, lawn mowing, minimal landscaping maintenance, turf maintenance (weed control and fertilizing), and tree service by an arborist. Dues are payable upon receipt.

Current as of
July 18, 2024

DECLARATION OF CONDOMINIUM DANELL HEIGHTS CONDOMINIUM ASSOCIATION, INC. MENOMONEE FALLS, WISCONSIN

FILED AT THE OFFICE OF THE REGISTER OF DEEDS OF WAUKESHA COUNTY, WISCONSIN ON FEBRUARY 24, 1984

The Declaration establishes and describes the Condominium, the unit and the common areas.

THIS IS A DIGITAL VERSION MEANT FOR USE ON THIS WEBSITE FOR REFERENCE ONLY. PAGES WITH SIGNATURES AND REPETITIONS HAVE BEEN REMOVED AND/OR SUMMARIZED.

THE OFFICIAL VERSION SHOWING ALL ORIGINAL PAGES IS RETAINED. TO VIEW GO TO ITEM 13 – "Archives" OF TABLE OF CONTENTS ON PREVIOUS SCREEN.

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DANELL HEIGHTS CONDOMINIUM ASSOCIATION, INC.

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DECLARATION OF CONDOMINIUM
DANELL HEIGHTS CONDOMINIUM ASSOCIATION

Danell Heights Partnership, a Wisconsin partnership (the "Declarant"), does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act. The said real estate and all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as DANELL HEIGHTS CONDOMINIUM (the "Condominium"). The address of the Condominium shall be W135 N8009 Eagle Court, Menomonee Falls, Wisconsin 53051.

1. **Description of Land.** The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located (the "Property") is in Waukesha County, Wisconsin, and is more particularly described on Exhibit A, attached hereto. A survey of the Property, showing the boundaries of the Condominium, is contained in the Danell Heights Condominium Plat (the "Condominium Plat").

2. **Description of Buildings.** Six buildings containing a total of 12 units are in the process of construction or have been constructed upon the land with locations as shown on the Condominium Plat filed for record in the office of the Register of Deeds for Waukesha County, Wisconsin and incorporated herein by reference. The condominium dwelling units in each building are called "units". The buildings containing units are designated numerically as shown on the Condominium Plat.

   Each building contains or will contain two units. The principal materials of which the buildings are or will be constructed are concrete block foundation and basement, wood frame, wood floors, wood and/or stone exterior and cedar shake roof. The buildings and units will be connected to a municipal sewer and water system.

3. **Description of Units.**

(a) Units are identified by building and number as indicated on the Condominium Plat. Each unit and the approximate area, location, number of rooms, appurtenant limited common elements and immediate common area to which it has access are shown on the survey and set of floor plans included in the Condominium Plat. Working drawings and general specifications for the project are on file at the office of Declarant's Architect, Shepherd Legan Aldrian Architects, 11600 West North Avenue, Wauwatosa, Wisconsin.

(b) The boundaries of each unit shall consist of that part of each building as follows:

(i) The vertical or parametrical boundaries of the unit shall be [a] exterior – the plane of the exterior of the outside walls (including the garage door, all other doors and windows) of the building bounding a unit and the vertical plane or planes of the exterior of all portions of the building extending through the roof (e.g., chimneys, dormers, vents) extended to an intersection with the upper and lower boundaries; and [b] interior wall – the center line of the wall separating the two units in each building extended to an intersection with the upper and lower boundaries; and

(ii) The upper boundary of the unit shall be the plane or planes of the exterior of the roof and the horizontal plane or planes of any portions of the building extending through the roof (e.g., chimneys. dormers, vents) and the lower boundary shall be the undersurface of the basement floor or garage floor, as applicable.

(c) Each unit shall contain two or more bedrooms, at least two baths, kitchen, attached two-car garage and a full basement. The units will vary in size from approximately 1,200 square feet to approximately 1,500 square feet.

(d) Any utility lines and plumbing equipment located outside of units, and any utility lines and plumbing equipment contained inside the boundaries of a particular unit, but which service a different unit, are common elements and shall be repaired and maintained by and at the expense of Danell Heights Condominium 3 Association, Inc. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association. The furnace and water heater for each unit are part of the respective unit serviced by said items and shall be repaired and maintained by and at the expense of the unit owner of said unit.

(e) If any portion of the common or limited common elements shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common elements as a result of the duly authorized construction, reconstruction or repair of a building, or as a result of settling or shifting of a building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

4. **Description of Common Elements.** The common elements shall include all the Condominium except its units and shall include, but not be limited to, the following: land, driveways and sidewalks. The common elements shall be operated, repaired and maintained by and at the expense of the Association, except as otherwise provided in this Declaration or the By-Laws of the Association.

5. **Description of Limited Common Elements.** The following common elements are permanently assigned to and limited to the use of units as follows (the "limited common elements"):

(a) The driveway servicing each unit (extending from the unit garage door to the road) as shown on the Condominium Plat;

(b) The land area surrounding each unit as shown on the Condominium Plat (the ("yard"); and

(b) All walks, lighting fixtures, trees, shrubs and any other plants, fixtures or structures located within each unit's yard.

To assist adjoining unit owners in locating the lines between their respective yards, iron pipes have been or will be driven into the ground at each end of such lines. These pipes shall not be removed or disturbed except with the prior approval of the Association. No yard boundary lines shall be modified except with the written consent of the adjoining unit owners. Any boundary line modification must be evidenced by an amendment to the Condominium Plat which shall be recorded with the Register of Deeds for Waukesha County, Wisconsin. The form of any such amendment must be approved by the Association, and all costs thereof shall be borne by the party or parties initiating the amendment.

6. **Declarant's Right to Modify Units.** Declarant hereby reserves the right to increase and/or modify or alter the size, location and floor plans of a unit and the yard surrounding such unit during the construction of such unit. In the event Declarant exercises its rights with respect to any unit, Declarant shall file an amendment to the Condominium Plat with the Register of Deeds of Waukesha County. Wisconsin showing the exact location, size and floor plans of the modified unit and modified yard. As each unit is constructed, any portion of the common elements surrounding a unit which becomes occupied by a unit shall become a part of such unit.
7. **Percentage Interests, Voting and Assessments.**

   (a) The undivided percentage interest in the common elements (including limited common elements) appertaining to each unit shall be 8.333%.

   (b) There shall be one vote appertaining to each unit.

   (c) All funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by equal assessments against the owner of each unit (except assessments for insurance premiums, which may be assessed against each unit based upon the actual cost of premiums for such unit); provided, however, that a unit owner's assessment shall be reduced in the event that such owner elects to provide for his own maintenance of the exterior of his unit and the limited common elements appurtenant to his unit, as more fully set forth in the Association By-Laws. Declarant shall pay monthly assessments to the Association for each completed unit owned by Declarant on the 5 same basis as any other unit owner. For purposes of Declarant's obligations for assessments, a "completed" unit shall be a unit for which the Village of Menomonee Falls has issued an occupancy permit. Until such time as a unit is completed, Declarant, and not the Association, shall be responsible for all insurance premiums and maintenance costs for such unit.

8. **Residential Use.** All units are intended for and shall be restricted to use for residential purposes only.

9. **Service of Process.** The resident agent for the Condominium shall be the Declarant. Service of process shall be made upon the Declarant c/o Donald S. Arenson, 14555 Appleton Avenue, Menomonee Falls, WI 53051 as to matters provided in the Wisconsin Condominium Ownership Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or Board of Directors) of the Association.

10. **Damage or Destruction.** In the event the Condominium is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or reconstruction, action by the Association by vote of 75% or more of all unit owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 3, Article V of the By-Laws. Damage or destruction to a lesser extent, and damage or destruction to a greater extent but for which insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the By–Laws.

11. **Further Matters.**

(a) All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation 6 of the Association (the "Articles") and the By–Laws and rules and regulations of the Association, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

(b) The Declarant hereby reserves the right for a period of ten years from this date to cause one or more of the units it owns to be maintained as a model unit, and to maintain a sales office in the Condominium, and to display such models and the common elements of the Condominium for purposes of selling units in the Condominium or in other projects of the Declarant.

(c) Rules and regulations (in addition to the By–Laws) concerning the use of the units and the common and limited common elements, including provisions limiting the keeping of pets, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be

furnished by the Board of Directors of the Association to each unit owner prior to their effective date.

(d) The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the Village of Menomonee Falls, Wisconsin, the County of Waukesha, Wisconsin, or public or semipublic utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such 7 easements and rights-of-way shall be confined, so far as possible, in underground pipes or other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

(e) The Declarant hereby further reserves for itself and its successors and assigns, for a period of ten years following the date of recording of this Declaration, access to and the right to connect to any of the above-described underground pipes or other conduits for the improvement and benefit of additional phases of the Condominium as described in Section 13 (b) of this Declaration.

(f) The Declarant hereby further reserves for itself and its successors and assigns, for a period of ten years following the date of recording of this Declaration, a right of access over, across and through the Property for purposes of transporting construction materials, for making underground or aboveground utility connections and/or for any other reasonable use related to the construction of buildings and units in additional phases of the Condominium as described in Section 13 (b) of this Declaration. Any exercise of this right shall not constitute a nuisance.

(g) All terms used in this Declaration shall have the same meaning as used or defined in the Wisconsin Condominium Ownership Act, Ch. 703, Wisconsin Statutes 1981-82, unless the context of the Declaration requires or specifically provides otherwise.

12. <u>Additional Rights of Lenders.</u>

(a) As to the holder of any mortgage or land contract vendor or insurer or guarantor of any mortgage (the "Lender") of a unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process

stated in Section 9 of this Declaration that it desires to receive notice of the following matters:

(i) The Board of Directors shall give the Lender written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;

(ii) The Board of Directors shall give the Lender by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner which shall be not later than within 30 days of such failure;

(iii) The Board of Directors shall notify the Lender of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(iv) The Board of Directors shall notify the Lender of physical damage to structure, fixtures or equipment of a unit in an amount exceeding $10,000 when such damage is known to the Board of Directors and shall notify all Lenders if common elements of the Condominium are damaged in an amount exceeding $20,000. The Board shall also notify the Lender in writing of any condemnation proceedings concerning the Condominium; and

(v) The Board of Directors shall permit the Lender to examine during normal business hours books and records of the Association (including current copies of this Declaration, Association By-Laws, and all rules and regulations promulgated thereunder) and upon request shall furnish the Lender annual reports and such other financial data (including audited financial statements) as it sends to unit owners.

(b) Unless two-thirds of the number of holders of first mortgages on units (based on one vote for each mortgage held) and all owners of affected units have given their prior written approval, or unless the Association obtains such higher proportion of consent as may be required by the Wisconsin Condominium Ownership Act, the Association shall not:

(i) Change the undivided percentage interest in the common elements of the Condominium appertaining to each unit (except as provided in Sections 6 and 13 (b) of this Declaration);

(ii) Partition or subdivide any unit of the Condominium;

(iii) By act or omission, seek to partition, subdivide, encumber, sell or transfer the common elements, except that the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

(iv) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

(c) Unless all holders of first mortgages on units shall have given their prior written approval, the Association shall not by act or omission seek to abandon the condominium status of the Condominium except as provided in Section 10 of this Declaration.

(d) Notwithstanding the provisions of Section 13 of this Declaration, this section shall not be amended unless all Lenders have given their prior written approval.

13. Amendment of Declaration.

(a) This Declaration may be amended with the written consent of at least 75% of the unit owners (based on one vote for each unit) and 75% of the Lenders (based on one vote for each unit encumbered).

(b) This Declaration may also be amended by the Declarant to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters such percentage in accordance with this section.

Declarant presently intends to construct a maximum of 55 buildings upon land located adjacent to the Property and described in Exhibit B attached hereto and shown on the Condominium Plat (the "Expansion Land") in one or more phases containing a maximum of 110 additional units. The general design and quality of construction of the buildings shall be substantially similar to those included in this Declaration; the buildings shall be located upon the Expansion Land generally as shown on the Condominium Plat.

Without making any representation hereby that Declarant or any other party can or will undertake such construction and notwithstanding the provisions of Section 12 hereof, Declarant reserves the absolute and unqualified right for Declarant and its successors and assigns on behalf of each unit owner of the Condominium to amend this Declaration at any time and from time to time within ten years from date hereof to add to the Condominium all or any part of the Expansion Land and the units constructed or under construction thereon, if any. In the event of any such addition, the undivided percentage interest in the common elements (after addition of units) appertaining to each of the units in the Condominium shall be determined by the following formula:

$$\frac{1}{\text{Total number of units Condominium}} \times 100 = \text{Undivided percentage interest appertaining to unit}$$

Liabilities for common assessments, rights to common surpluses and the number of votes appertaining to units added to the Condominium pursuant to this provision shall be the same as for those units declared to be a part of the Condominium by this Declaration. Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all such powers of amendment.

Each unit owner, by acceptance of a condominium deed to a unit, shall thereby appoint Declarant and its successors and assigns as attorney-in-fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the foregoing provisions.

Exhibit A — Legal Description of Condominium

Lot 3 in Block 2, Lots 10 and 20 in Block 3 and Lots 2, 8 and 9 in Block 4 in Danell Heights, being a subdivision of Parcel 2 of certified survey map No. 2829, and lands being a part of the SE 1/4 and the SW 1/4 of the SW 1/4 of Section 12, T 8 N, R 20 E, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

Exhibit B — Legal Description of Expansion Land

Block 1, all of Block 2, except Lot 3, all of Block 3, except Lot 10 and Lot 20 and all of Block 4, except Lots 2, 8 and 9 all in Danell Heights, being a subdivision of Parcel 2 of certified survey map No. 2829, and lands being a part of the SE ¼ and the SW 1/4 of the SW 1/4 of Section 12, T 8 N, R 20 E, in the Village of Menomonee Falls, Waukesha County, Wisconsin.

IN WITNESS WHEREOF, this document has been executed this 21st day of February, 1984 by Declarant.

Danell Heights Partnership, a Wisconsin Partnership
/signed by Donald S. Arenson, Theodore M. Koenigs, James J. Michels & Dale R. Michels
All signatures above were witnessed by Notary Public Paul J. Ehlinger on same date.

The undersigned Mortgagee, National Exchange Bank and Trust, by its officers, consents to the above Declaration of Condominium on 23rd day of February, 1984.
/signed by M.J. Hildebrand, First Vice President, National Exchange Bark and Trust, by its authority. The signature above was witnessed by Notary Public Susan M. Wollersheim on the same date.

This instrument was drafted and should be returned to: Bruce T. Block, Esq. c/o Reinhart, Boerner, Van Deuren, Norris & Rieselbach, S.C. 111 East Wisconsin Avenue, Suite 1800, Milwaukee, WI 53202

SUMMARY OF AMENDMENTS TO THE DECLARATION OF CONDOMINIUM

Danell Heights Condominium was developed as an expanding condominium. At each expansion, the Declaration of Condominium was amended to reflect the additional construction of buildings and units. In the initial declaration, the Condominium consisted of six buildings containing a total of 12 Units, with each Unit Owner having an undivided 8.33% interest in the common elements. Each Amendment that added Units reduced the interest held by all Unit Owners in the common elements.

No.	Description of Amendment	Date Recorded	Document Number
1	Added 2 Buildings, containing a total of 4 Units, and reduced each unit's share of the common elements to 6.25%.	11/1/84	1276511
2	Added 4 Buildings, containing a total of 8 Units, and reduced each unit's share of the common elements to 4.167%.	11/15/84	1278020
3	Added 6 Buildings, containing a total of 18 Units, and reduced each unit's share of the common elements to 2.38%.	9/30/85	1314353
4	Added 6 Buildings, containing a total of 12 Units, and reduced each unit's share of the common elements to 1.85%. Also amended labeling of Units D and E in Building 44.	8/8/86	1364773
5	Added 4 Buildings, containing a total of 8 Units, and reduced each unit's share of the common elements to 1.61%.	12/1/86	1387890
6	Added 2 Buildings, containing a total of 4 Units, and reduced each unit's share of the common elements to 1.515%.	5/8/87	1422035
7	Added 4 Buildings, containing a total of 8 Units, and reduced each Unit's share of the 13 common elements to 1.351%.	8/3/87	1440859
8	Added 1 Building, containing a total of 2 Units, and reduced each unit's share of the common elements to 1.316%.	9/24/87	1449268
9	Added 1 Building, containing a total of 2 Units, and reduced each unit's share of the common elements to 1.282%.	2/5/88	1466279
10	Added 1 Building, containing a total of 2 Units, and reduced each unit's share of the common elements to 1.25%.	6/9/88	1483178

11	Added 4 Buildings, containing a total of 8 Units, and reduced each unit's share of the common elements to 1.136%.	7/22/88	1491537
12	Added 1 Building, containing a total of 2 Units and reduced each unit's share of the common elements to 1.111%.	9/19/88	1501188,
13	Added 4 Buildings, containing a total of 8 Units, and reduced each unit's share of the common elements to 1.02%.	12/7/88	1513505
14	Added 2 Buildings, containing a total of 4 Units, and reduced each unit's share of the common elements to 0.98%.	6/8/89	1539173
15	Added 3 Buildings, containing a total of 6 Units, and reduced each unit's share of the common elements to 0.926%.	8/28/89	1552100
16	Added 1 Building, containing a total of 2 Units, and reduced each unit's share of the common elements to 0.909%.	8/8/90	1606524
17	Added 4 Buildings, containing a total of 8 Units, and reduced each unit's share of the common elements to 0.847%.	9/12/90	1612294
18	Added 2 Buildings, containing a total of 4 Units, and reduced each unit's share of the common elements to 0.820%.	5/20/92	1734321
19	Pursuant to 75% approval of the Unit Owners and Lenders, the Declaration was amended to allow construction of up to six additional Buildings, (one more than the original Declaration) containing up to 12 additional units (8 more than the original Declaration).	11/12/92	1785226
20	Added 3 Buildings, containing a total of 6 Units, and reduced each unit's share of the common elements to 0.781%.	11/12/92	1785227
21	Allows the use of roofing materials other than cedar with the approval of the Design Review Committee pursuant to Article V, Section 15 of the By-Laws of the Association.	3/15/07	3465009
22	Allows that the driveways may be constructed of asphalt or concrete, provided that any concrete driveway is colored black and is approved by the Design Review Committee pursuant to Article V, Section 15 of the By-laws of the Association.	4/2/07 8/17/07▼ ▼ correction of numbering error in title of original 22nd Amendment	3468943 3506297▼

NOTE: The first 19 Amendments describe the expansion of Danell Heights and are summarized. Amendment 20 defines the completion of the Declarant's expansion plans. Amendments 21 and 22 are more substantive and are included with more detail.

Detailed copies of all Amendments can be obtained by contacting the Condominium Association through any of the board members listed on the Executive Summary.

DANELL HEIGHTS CONDOMINIUM TWENTY-FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM

WHEREAS, the Danell Heights Condominium Association, Inc. executed a Twenty First Amendment to Declaration dated March 7, 2007 (the "Twenty First Amendment") and caused the same to be recorded on March 15, 2007 in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 3465009; and

WHEREAS, the Danell Heights Condominium Association, Inc. governs the Condominium and has the power to amend the Declaration pursuant to Section 13 (a) of the Declaration; and

WHEREAS, 75% of the unit owners and their mortgagees have given their written consent to amend the Declaration as set forth herein;

NOW, THEREFORE, pursuant to Section 13 (a) of the Declaration and Section 703.09 of the Wisconsin Condominium Ownership Act, Danell Heights Condominium Association, Inc. hereby amends portions of the Declaration as follows:

1. Section 2 of the Danell Heights Declaration of Condominium is amended by the addition of the following language immediately following the second paragraph:

   "Roofing materials other than cedar shake may be used with the approval of the Design Review Committee pursuant to Article V, Section 15 of the By-Laws of the Association."

IN WITNESS WHEREOF, the Danell Heights Condominium Association, Inc. hereby certifies that 75% of the unit owners and their lenders have given their written consent to this Amendment and have authorized the Association to record this Amendment.

DANELL HEIGHTS CONDOMINIUM ASSOCIATION, INC.,
A WISCONSIN NONSTOCK CORPORATION
/signed by Robert Maccani, its President on March 7th, 2007
Subscribed and sworn to before Notary Public Kathleen M. Hamilton on the same day.
Attest

/signed by Frank F. Stark, Jr., its Treasurer on March 8th, 2007 Subscribed and sworn to before Notary Public Amanda Speaker on the same day.

THIS INSTRUMENT WAS DRAFTED BY:
Stephen L. Fox, SCHMIDT RUPKE TESS-MAITNER & FOX, S C.
17100 West North Avenue, Brookfield, WI 53005
Email: slf@srsc.com; Phone: (262) 814-0080;
Facsimile: (262) 814-0085

DANELL HEIGHTS CONDOMINIUM TWENTY-SECOND ▼ AMENDMENT TO DECLARATION OF CONDOMINIUM

▼ — See explanatory note on page 17

WHEREAS, the Danell Heights Condominium Association, Inc. executed a Twenty-Second▼ Amendment to Declaration dated March 7, 2007 (the "Twenty-Second▼ Amendment") and caused the same to be recorded on March 15, 2007 in the Office of the Register of Deeds for Waukesha County, Wisconsin as Document No. 3465009 [▼ corrected Document No. 3506297]; and

WHEREAS, the Danell Heights Condominium Association, Inc. governs the Condominium and has the power to amend the Declaration pursuant to Section 13 (a) of the Declaration; and

WHEREAS, 75% of the unit owners and their mortgagees have given their written consent to amend the Declaration as set forth herein;

NOW, THEREFORE, pursuant to Section 13 (a) of the Declaration and Section 703.09 of the Wisconsin Condominium Ownership Act, Danell Heights Condominium Association, Inc. hereby amends portions of the Declaration as follows:

1. Section 2 of the Danell Heights Declaration of Condominium is amended by the addition of the following language immediately following the second paragraph:

   "The driveways servicing the units may be constructed of asphalt or concrete, provided that any concrete driveway is colored black and is approved by the Design Review Committee pursuant to Article V, Section 15 of the By-Laws of the Association."

IN WITNESS WHEREOF, the Danell Heights Condominium Association, Inc. hereby certifies that 75% of the unit owners and their lenders have given their written consent to this Amendment and have authorized the Association to record this Amendment.

DANELL HEIGHTS CONDOMINIUM ASSOCIATION, INC.,
A WISCONSIN NONSTOCK CORPORATION
/signed by Robert Maccani, its President on March 7th, 2007
Subscribed and sworn to before Notary Public Kathleen M. Hamilton on the same day.
Attest
/signed by Frank F. Stark, Jr., its Treasurer on March 8th, 2007
Subscribed and sworn to before Notary Public Amanda Speaker on the same day.

THIS INSTRUMENT WAS DRAFTED BY:
Stephen L. Fox, SCHMIDT RUPKE TESS-MAITNER & FOX, S C.
17100 West North Avenue, Brookfield, WI 53005
Email: slf@srsc.com; Phone: (262) 814-0080; Facsimile: (262) 814-0085

Explanatory Note

▼ — An Affidavit of Correction was filed at the Office of the Register of Deeds of Waukesha County, Wisconsin on August 17, 2007 because the title of the Twenty-Second Amendment was erroneously entitled and identified as the "Twenty-First Amendment" when first signed. [▼ corrected Document No. 3506297]

The Affidavit of Correction was signed by the President of Danell Heights Condominium Association. /signed by Robert Maccani, its President on August 14th, 2007.
Subscribed and sworn to before Notary Public Christen L. May on the same day.

RESTATED§ BY-LAWS
DANELL HEIGHTS CONDOMINIUM ASSOCIATION, INC.
MENOMONEE FALLS, WISCONSIN
EFFECTIVE FEBRUARY 1, 2019

The By-Laws contain rules that govern the Condominium and affect the rights and responsibilities of unit owners.

§ RESTATED BY-LAWS: ALL MODIFICATIONS ESTABLISHED BY THE AMENDMENT LANGUAGE OF THE FIRST 17 AMENDMENTS, WHICH WERE THOSE DULY APPROVED BY THE VOTING MEMBERSHIP OF THE ASSOCIATION THROUGH DECEMBER 31, 2018, ARE HERE INCORPORATED INTO THE VERBIAGE OF THE ORIGINAL BY-LAWS.
ALL OBSOLETE VERBIAGE HAS BEEN DELETED. THE ORIGINAL VERSION, WITH ALL 17 AMENDMENTS APPENDED, IS RETAINED.
TO VIEW GO TO ITEM 13 — "Archives" OF TABLE OF CONTENTS ON PREVIOUS SCREEN.

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RESTATED BY-LAWS
DANELL HEIGHTS CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
Plan of Unit Ownership

Section 1. Condominium Unit Ownership. The property located in Waukesha County, State of Wisconsin (the "Property") known as Danell Heights Condominium has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a Declaration of Condominium (the "Declaration") recorded in the Office of the Register of Deeds for Waukesha County on February 24, 1984 in Reel 593, Images 1197 through 1210 as Document No. 1247387.

Section 2. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of the Danell Heights Condominium Association, Inc. (the "Association"), a Wisconsin corporation organized under the Wisconsin Nonstock Corporation Law to serve as an association of unit owners under the Wisconsin Condominium Ownership Act. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration requires otherwise, have the same meaning as used or defined in the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes 1981-82.

Section 3. Office and Mailing Address. The office and mailing address of the Association and of the Board of Directors of the Association (the Board of Directors") shall be located at the home address of the current Association Secretary.

ARTICLE II
Board of Directors

Section 1. Number and Qualification. The affairs of the Association and of the Property shall be governed by the Board of Directors. Until election of a new Board of Directors by the unit owners pursuant to Article III, Section 1 (c) of these By-Laws, the 2 Board of Directors shall consist of such three persons as shall have been designated by DANELL HEIGHTS PARTNERSHIP ("Declarant") or as shall have been elected by the unit owners pursuant to Article III, Section 1 (b) of these By-Laws. Thereafter the Board of Directors shall be composed of five persons, all of whom shall be owners of units.

Section 2. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners or have been specifically reserved by or to the unit owners, The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the

provisions of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws and rules and regulations hereunder.

Section 3. Managing Agent and Manager. The Board of Directors may employ for the Property a managing agent and/or a manager, which may be the Declarant or a related party, at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. In the event Declarant increases the number of units on the Property pursuant to Section 13 (b) of the Declaration such that the total number of units exceeds 50, the Board of Directors may employ a manager for the Property. Any management contract shall not exceed three years and shall provide for termination by either party without cause and without payment of termination fee on 90 days written notice. Management contracts negotiated by Declarant shall not extend for a period greater than one year.

Section 4. Election and Term of Office. At the first annual meeting of the unit owners, the term of office of three members of the Board of Directors shall be fixed at two years and the term of office of two members of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of the Board of Directors, his successor shall be elected to serve for a term of two years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the authorized votes of all unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the next annual meeting of the unit owners.

Section 7. Organization Meeting. The first meeting of the members of the Board of Directors shall be held within ten days following the first annual meeting of the unit owners at such time any place as shall be fixed by the unit owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors. Notice of regular meetings of the Board of Directors shall

be given to each member of the Board of Directors, by mail or telegraph, at least 48 hours prior to the time of such meeting.

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on 48 hours' notice to each member of the Board of Directors, given by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least one member of the Board of Directors.

Section 10. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place of the meeting. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 12. Crime Insurance Coverage (Fidelity Bond). The Board of Directors shall obtain or require Crime Insurance Coverage for all officers, directors, trustees and employees of the Association handling or responsible for funds of the Association, including officers, directors, Board members, and employees. The minimum dollar amount of such coverage must equal three times the aggregate monthly Association assessments against all units on the Property plus the Association reserve funds. The premiums on such bonds shall constitute a common expense.

Section 13. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting in such capacity.

Section 14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these By-Laws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of

the Board of Directors shall be shared by all of the unit owners in accordance with their undivided percentage interests in common elements, and the liability of any single unit owner shall be limited to such proportionate share of the total liability. At the option of the Board of Directors, directors' liability insurance may be obtained and shall be paid for as a common expense.

Section 15. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE III
Unit Owners

Section 1. Annual Meetings.

(a) Until the first annual meeting of the unit owners as described below, until the Declarant designates otherwise, or until the unit owners elect a member of the Board of Directors pursuant to this Section prior to the first annual meeting of the unit owners, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) Prior to the conveyance of 25% of the undivided percentage interest in the common elements, the Declarant shall call a meeting of the unit owners. At such meeting one of the designees of the Declarant on the Board of Directors shall resign and the unit owners other than the Declarant shall elect a successor by vote of a majority of those unit owners. Such successor shall serve until the first annual meeting of the unit owners. If such successor shall resign prior to the first annual meeting of the unit owners, a successor to him shall be elected in the same manner.

(c) Upon the earlier of 30 days after 75% of the undivided percentage interest in the common elements shall have been sold and conveyed by the Declarant or ten years after the date of the first conveyance of a unit by the Declarant, or at such earlier time as determined by the Declarant, the Declarant shall call the first annual meeting of the unit owners. At such meeting the designees of the Declarant and any other members of the Board of Directors elected by the unit owners shall resign as members of the Board of Directors, and all the unit owners, including the Declarant, shall elect a new Board of Directors. Thereafter the annual meetings of the unit owners shall be held on the second Monday of May of each succeeding year. At such meetings the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Article II, Section 4 of these By-Laws. The unit owners may transact such other business at such meetings as may properly come before them.

Section 2. Place of Meeting. Any meetings of the unit owners shall be held at the principal office of the Association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners having 25% of the total authorized votes of all unit owners. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special 7 meeting of the unit owners, at least ten but not more than 20 days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held, at the address of his unit or at such other address as such unit owner shall have designated by notice in writing to the Secretary.

Section 5. Adjournment of Meetings. Any meeting of unit owners at which a quorum has or has not attended may be adjourned at the option of the unit owners by vote of a majority of the authorized votes of the unit owners who are present, either in person or by proxy, at such meeting. Any meeting which has been adjourned by the unit owners because of the lack of a quorum may be reconvened at such time as a quorum is obtained, without further notice. At such reconvened meeting at which a quorum is present, either in person or by proxy, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 6. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 7. Voting. There shall be one vote in the Association appurtenant to each unit. Each unit owner shall furnish the Association with his name and current mailing address. No unit owner may vote at meetings of the Association until this information is furnished. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the vote appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any such proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee, land contract vendor or lessee of a unit. Each unit owner (including the Declarant and the Board of Directors, if the Declarant or the Board of Directors or its designee shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners the vote appurtenant to each unit owned. Where ownership is in the name of two or more persons, the vote appurtenant to their unit may be cast by any one joint. owner; provided, however, that if any joint owner protests promptly the casting of such vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast prorata in accordance with each joint owner's interest in the unit, then such vote shall thereafter be cast prorata by all joint owners in accordance with their interests in the unit.

Where a unit is leased the lessor shall be entitled to vote the vote appurtenant to said unit (where there are two or more lessors, they shall be considered joint owners). Where the unit is sold under a land contract, the land contract vendee shall be entitled to vote the vote appurtenant to said unit (where there are two or more vendees, they shall be considered joint owners). Notwithstanding the provisions of this Section, if the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, such unit owner may not vote at the meeting.

Section 8. Majority of Unit Owners. As used in these By-Laws, the term "majority of unit owners" shall mean those unit owners having more than 50% of the authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Article III, Section 7.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having 33⅓% of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 10. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these By-Laws.

Section 11. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect as a unanimous vote.

Section 12. Membership.

(a) All unit owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall be appurtenant to and may not be separated from ownership of any unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Waukesha County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Waukesha County of a deed or other instrument establishing a change of record title to a unit or the recording in said office of a land contract. A certified copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names and addresses of every unit owner to whom notice of meetings of the Association must be sent.

ARTICLE IV
Officers

Section 1. Designation. The principal officers of the Association shall be the President, the two Vice Presidents, the Secretary and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors.

Section 2. Election of Officers. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. 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 may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the unit owners any committee which he decides is appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President with the longest seniority shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor either of the Vice Presidents is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice Presidents shall also perform such other duties as shall from time to time be imposed upon them by the Board of Directors or by the President.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors; he shall have charge of such books and papers as the Board of Directors may direct; and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at meetings of the Association.

Section 7. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for 11 the preparation of all required financial statements. He shall be responsible for the deposit of all moneys and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all the duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 8. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by the President of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 9. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V
Operation of the Property

Section 1. Determination of Common Expenses. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess such common expenses against the unit owners as provided in Section 7 of the Declaration. The assessment for common expenses for the entire year shall be effective as of June 1 of each year but shall be payable in quarterly installments on July 1, October 1, January 1 and April 1 of each year. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Article V, Section 2. The common expenses shall also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation an amount for working capital, for a reserve fund for the periodic maintenance, repair and replacement of common elements and limited common elements based upon the estimated remaining useful life of such elements, for a reserve for contingencies, and for making up any deficit in the common expenses for 12 any prior year.

The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by him, and shall furnish copies to all unit owners of each budget on which such common expenses are based. If the actual expenses of the Association exceed the budgeted expenses, or in the event of special circumstances requiring additional funds with respect to one or more units, the Board of Directors shall be empowered to meet whenever necessary and to assess additional common expenses or special assessments against one or more of the unit owners which shall be payable as the Board of Directors directs.

A working capital fund shall be established for the initial months of operation of the Property equal to two months' assessments for common expenses for each unit or $200, whichever is greater. The payments towards this fund allocable to each unit shall be made by each unit owner upon the closing of the purchase of each unit from Declarant; provided, however, that no later than 60 days after the first conveyance of a unit by Declarant, Declarant

shall make such payments for each unit in the Condominium which has not been conveyed to a purchaser. Subsequent purchasers of such units from Declarant shall reimburse Declarant for such payments upon the closing of the purchase of their units.

Section 2. Insurance. The Association shall be required to obtain and maintain, to the extent obtainable, insurance coverage for perils of direct physical loss, including backup of sewer or drain and overflow of sump endorsements, subject to standard policy exclusions. The Property coverage must include all buildings that are part of the Association on a Blanket basis and be written using either the Special Form Businessowners Coverage ISO Form and edition date BP0003 07 13, or its equivalent, or the Special Form Package Coverage ISO Form and edition date CP 1030 09 17, or its equivalent. All building Improvements and Betterments and Additions and Alterations, past and present, must be included in coverage. Business Income shall be on an Actual Loss Sustained Basis. Such insurance shall cover the Property and shall name as insured the Association, in an amount equal to not less than the replacement 13 value of the buildings, without deduction for depreciation, with inflation guard endorsement, if available. The policy shall provide that proceeds shall be payable to the Association. The said policy shall provide that adjustment of loss shall be made by the Association, in consultation with the individual unit owner(s), and that the net proceeds shall be payable to the Association.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on coinsurance or of invalidity arising from any acts of the insured and shall provide that such policies may not be cancelled or substantially modified without at least 10 days prior written notice to the Association. Each unit owner shall be assessed for the actual proportional cost of the insurance premium pertaining to his unit.

The Association shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine (provided that such limits shall at all times equal or exceed the limit established by Declarant set forth below), covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. Until the first meeting of the Board of Directors following the first annual meeting of the unit owners, such public liability insurance shall be in a single limit of at least $1,000,000 covering all claims for bodily injury or property damage arising out of one occurrence. Such liability insurance shall provide that the policy may not be cancelled or substantially modified without at least ten days' prior written notice to the Association. The Association shall obtain and maintain worker's compensation insurance to the extent necessary to comply with any applicable laws.

By acceptance of the deed to his unit, each unit owner shall be deemed to have appointed the Association as his attorney-in-fact for the purpose of purchasing and maintaining the above-described policies of insurance, including, where applicable, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and

execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

Unit owners or their mortgagees or land contract vendors shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waivers of subrogation and that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance. The insurance obtained by the Association will not cover the contents of units or public liability claims arising out of occurrences happening within the boundaries of the units

Section 3. Repair and Reconstruction After Damage.

(a) In the event of any damage to or destruction of the property in an amount equal to or less than 20% of the replacement cost of the entire condominium, whether or not the insurance proceeds, if any, are sufficient to complete repair or reconstruction, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction of such damaged portion of the property substantially in accordance with the original plans, including any approved additions, alterations, improvements and betterments which form a permanent part of the buildings (but not including any wall, ceiling or floor decorations, painting or coverings or other furniture, furnishings, fixtures or equipment installed by unit owners in the units), and the Board of Directors shall disburse any insurance proceeds to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and reconstruction in excess of the insurance proceeds shall be a common expense and the Board of Directors may assess all the unit owners for such deficit as part of the common expenses.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruct ion. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Article III, Section 11 of these By-Laws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

(b) In the event the Property is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than of the cost of completing repair or reconstruction, the Association by vote of at least 75% of all unit owners may determine within 90 days after such damage or destruction not to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, or if the Association fails to vote within 90 days after such damage or destruction as to whether to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this Section. If the Association determines not to repair or reconstruct, the Property shall be deemed to be owned in common by the unit owners in proportion to their respective undivided percentage interests in the common elements and shall be subject to an action for partition at the suit of any unit

owner, in which event the net proceeds of sale, together with the net insurance proceeds (after first paying the insurance proceeds directly attributable to a damaged unit to the mortgagee(s) and owner of such unit, as their interests may appear), shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective undivided percentage interests in the common elements, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

(c) In the event the Property is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, the Board of Directors is authorized and shall arrange for such repair or reconstruction in accordance with Article V, Section 3, Paragraph (a).

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Article III, Section 11 of these By-Laws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

Section 4. Payment of Common Expenses. All unit owners shall be obligated to pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such time or times and in such manner as the Board of Directors shall determine, including automatic monthly withdrawals from the unit owners' checking accounts into a designated depository. A late charge of up to $20 may be imposed by the Board of Directors against a unit owner if any balance in common expenses remains unpaid more than five days after payment is due.

No unit owner shall be liable for the payment of any part of the common expenses assessed against his unit subsequent to a sale, transfer or other conveyance by him thereof (made in accordance with the provisions of Article VII, Section 1 of these By-Laws). A purchaser of a unit shall be liable for the payment of common expenses assessed against such unit prior to the acquisition by him of such unit except that if the Association or Board of Directors furnishes a statement pursuant to Section 703.16 of the Wisconsin Condominium Ownership Act, such liability shall be limited to the amount set forth therein.

Each unit owner shall be obligated to pay common expenses hereunder notwithstanding the fact that he may have a pending dispute with the Association or the Board of Directors on any matter.

Section 5. Collection of Assessments. The Board of Directors shall take prompt action to collect from a unit owner any assessment due which remains unpaid by him for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Expenses. In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, such unit owner shall be obligated to pay interest at the highest annual rate permitted by law or at 18% per annum, whichever is less, on such common expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover such common expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by Section 703.16 of the Wisconsin Condominium Ownership Act.

The Board of Directors shall also have the right to prohibit such unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on such unit and the amount necessary to release the lien has not been paid at the time of the meeting. The Board of Directors shall also have the right to publish in the common elements of the Property the names of all unit owners who are more than 30 days delinquent in the payment of their assessments. By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to such publication.

Section 7. Foreclosure of Liens for Unpaid Common Expenses. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid common expenses, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Association or the Board of Directors, acting on behalf of all unit owners, shall have power to purchase such unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Statement of Common Expenses. The Board of Directors shall promptly provide any unit owner, who makes a request in writing, with a written statement of his unpaid common expenses.

Section 9. Abatement and Enjoining of Violations. The violation of any rule or regulation adapted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws : (a) to enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, anything or 18 condition that may exist therein contrary to the intent and meaning of the provisions hereof (provided, however, that the Board of Directors shall not have the right to alter or demolish items of construction), and the Board of Directors shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

Section 10. Grievance Procedure.

(a) The Board of Directors or any unit owner may file a written complaint with the Secretary of the Association against another unit owner for violation of the Wisconsin Condominium Ownership Act, the Declaration, these ByLaws and any rules and regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefor and the hearing procedure to the unit owner complained of by personal delivery or by certified mail, return receipt requested. The unit owner complained of may within 15 days of delivery or mailing of the notice file a written answer with the Secretary admitting or denying the allegations in the notice. If, within the time period allowed, the unit owner complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the unit owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Grievance Committee to be held not less than 14 or more than 30 days after delivery or mailing of a notice of hearing to the parties.

(b) Upon the delivery or mailing of the notice of hearing, the President of the Association shall appoint the Grievance Committee. The Grievance Committee shall consist of three unit owners who are not members of the Board of Directors, relatives of the unit owner complaining or complained of, witnesses at the hearing or persons otherwise interested in the hearing.

(c) The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining unit owner. The parties and the Grievance Committee shall be entitled to representation at the hearing by counsel and shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each unit owner to 19 appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within seven days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the unit owners.

(d) Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the By-Laws, impose a fine against the defaulting unit owner in the amount of $50 for the first violation and $250 for subsequent violations which if not paid within three days shall bear interest at the rate of 18% per annum and shall constitute a lien against the unit until paid in full.

Section 11. Maintenance, Repairs and Replacements.

(a) Maintenance, repairs, removal and replacement of trees and shrubs in the common and limited common elements (unless necessitated by negligence, misuse or neglect of a unit owner in which case such expense shall be charged to such unit owner) shall be made at the discretion of the Board of Directors and charged to all unit owners as a common expense, except as provided in Paragraphs (b) and (c) below. Trees and improvements to limited common elements done by unit owners (after approval from the proper committee) will be maintained by the Board of Directors and charged to all unit owners as above. This

would include trees original to the property, improvements by previous unit owners and trees and shrubs planted by the Declarant.

(b) The owner of each unit shall furnish, at his or her own expense and be responsible for all structural, non-structural, ordinary and extraordinary maintenance, repairs and replacements of his or her own unit, including, but not limited to, all exterior staining and maintenance; repair and replacement of roofs; repair and replacement of glass; repair, maintenance and sealing of driveways; repair and maintenance of patios and/or decks; nameplates designating individual units (collectively referred to as "Individual Expenses"). The Individual Expenses shall be borne solely by such unit owner. Assessments will be made on a quarterly basis for Individual Expenses and deposited into a unit owner's Individual Reserve Account. If 20 the amount of the Individual Reserve Account is inadequate to pay for Individual Expenses, the unit owner will be responsible for and/or assessed for any difference. All assessments, including amounts for Individual Expenses, are the property of the Association. No refunds will be given under any circumstances, including the transfer of the unit.

Section 12. Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations:

(a) The units shall be restricted to residential use.

(b) The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.

(c) No nuisances shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No tree or bush which was planted by Declarant shall be removed from a common or limited common area without the prior written approval of the Association.

(f) Trash, garbage or other wastes shall be kept in sanitary containers which shall be in garages except for pick-up.

(g) No trailer, tent, shack, garage, barn or other outbuilding, or living quarters of a temporary character, shall be permitted on any part of the Property at any time.

(h) No trucks, buses, trailers, campers, snowmobiles, boats or vehicles (other than private passenger cars, station wagons, or similar private vehicles) shall be parked on the Property (other than inside garages) for purposes other than in the normal course of construction or for services rendered to a unit.

(i) No animals, livestock or poultry of any kind shall be raised, bred or kept on the Property, except personal pets provided that they are not kept, bred or maintained for any

commercial purposes. No pet shall be permitted which causes an unreasonable disturbance. Any pet excrement in common or limited common areas shall be removed immediately by the owner of the pet.

(j) All mailboxes and mail box posts shall be uniform in appearance. Declarant shall initially install a mailbox post and mailbox servicing each unit which, when necessary, shall be replaced with identical units.

(k) As more fully set forth in Paragraph 15, below, no unit owner may change the exterior color of his unit without the prior approval of the Design Review Committee. In addition, the exterior color of a unit shall not be changed unless the exterior color of the adjoining unit is similarly changed and both owners of such units (as well as the Design Review Committee) agree to such change.

Section 13. Additions, Alterations or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors the common and limited common elements shall require additions, alterations or improvements costing in excess of 10% of the annual operating budget, and the making of such additions, alterations or improvements shall have been approved by a majority of unit owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common expense. Any additions, alterations or improvements costing 10% of the annual operating budget or less may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common expense.

Section 14. Structural Additions, Alterations or Improvements by Unit Owners. A unit owner may make additions, improvements or alterations within his unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of his unit or of any portion of the Property (including the planting of trees and shrubs in any portion of the common or limited elements) without the prior written approval of the Design Review Committee, described below, except that a unit owner may plant flowers or ground covering plants within five feet of the exterior walls of his unit without such prior approval. The provisions of this Section shall not apply to units owned by the Declarant until such units shall have been conveyed by the Declarant. The Board of Directors and the Association shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such additions, alterations or improvements.

Section 15. Architectural and Design Control.

(a) A Design Review Committee consisting of three or more persons shall be appointed by the Board of Directors and shall be responsible to the Board. Until such time as the Board of Directors appoints the members of the Design Review Committee, the Board shall serve as such Committee. As long as Declarant owns one or more units in the Condominium, Declarant may, at Declarant's option, serve as a member of the Design Review Committee. The Design Review Committee shall regulate the external design and appearance of the units and the design, appearance and location of improvements to the common areas and limited common areas in such a manner as to promote those qualities in the environment which bring value to

the Property and foster the attractiveness and functional utility of the Condominium as a place to live, including a harmonious relationship among structures, vegetation and topography.

(b) Except as otherwise specifically provided in the Declaration or these By-Laws, and except with respect to the construction of units and the improvement of the property by Declarant, no building, fence, wall, swimming pool, antenna, satellite TV dish, radon pipes, structure or projection from a structure (whether of a temporary or permanent nature, or whether or not affixed to a unit or to any other structure or to the ground) shall be commenced, erected, maintained, improved or altered, nor shall any grading, excavation tree removal or planting be done in the common or limited common areas, nor shall any change of exterior color or other work which in any way alters the exterior appearance of any unit, common area or limited common area be done, without the prior written approval of the Design Review Committee regarding (i) the harmony of its exterior design and location in relation to, and its effect upon, surrounding structure, vegetation, topography, and the overall community design of the Property, (ii) the character of the exterior materials and (iii) quality of the exterior workmanship.

(c) The Design Review Committee shall, subject to the approval of the Board of Directors, develop and promulgate policy guidelines for the application of the design review provisions set forth herein. The policy guidelines shall include review procedures, aspects and objectives of review, and principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property. The policy guidelines are intended to assist the Design Review Committee and the unit owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the unit owners and subject to the approval of the Board.

(d) In the event the Design Review Committee fails to approve or disapprove in writing an application within 60 days after the plans and specifications in writing have been submitted to it by a unit owner, in accordance with adopted procedures, approval will be deemed granted. An applicant may appeal an adverse Design Review Committee decision to the Board of Directors, who may reverse or modify such decision by a two-thirds vote of those Directors present and voting at a meeting at which a quorum is present.

(e) A Landscape Enhancement Committee consisting of three or more persons shall be appointed by the Board of Directors and shall be responsible to the Board. The Landscape Enhancement Committee shall regulate the design, appearance and location of landscaping in the common areas and limited common areas and the design, appearance and location of improvements to the common areas and limited common areas in such manner as to promote those qualities in the environment which bring value to the Property and foster the attractiveness and aesthetic quality of the Condominium as a place to live, including a harmonious relationship among structures and topography.

(f) Except as otherwise specifically provided in the Declaration or these By-Laws, no tree, berm, landscaping bed shall be commenced, erected, improved or altered, nor shall any grading or excavation be done in the common or limited common areas, without the prior written approval of the Landscape Enhancement Committee regarding (i) the harmony of its design and location in relation to, and its effects upon, surrounding structure, vegetation, topography, and the overall community design of the Property, (ii) the character of the plant materials and (iii) quality of the landscape design and installation.

(g) The Landscape Enhancement Committee shall, subject to the approval of the Board of Directors, develop and promulgate policy guidelines for the application of the landscape design and maintenance provisions set forth herein. The policy guidelines shall include review procedures, aspects and objectives of review and principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific landscape design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property. The policy guidelines are intended to assist the Landscape Enhancement Committee and the unit owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the unit owners and subject to the approval of the Board.

(h) In the event the Landscape Enhancement Committee fails to approve or disapprove in writing an application within 60 days after the plans and specifications in writing have been submitted to it by a unit owner, in accordance with adopted procedures, approval will be deemed granted. An applicant may appeal an adverse Landscape Enhancement Committee decision to the Board of Directors, who may reverse or modify such decision by a two-thirds vote of those Directors present and voting at a meeting at which a quorum is present.

Section 16. Water and Sewer Charges. Water and sewer services provided to the units shall be supplied by the Village of Menomonee Falls, and shall be separately metered for each unit. Each unit owner shall be responsible for the water and sewer charges for his unit.

Section 17. Electricity and Gas. Electricity and gas required to service the units shall be supplied by the public utility company serving the area, and shall be separately metered for each unit. Each unit owner shall be responsible for electricity and gas consumed or used in or in connection with his unit.

Section 18. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common elements may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 19. Right of Access. A unit owner shall grant a right of access to his unit to the manager, the managing agent, and any other person authorized by the Board of Directors, to make inspections, to correct any condition originating in his unit and threatening another unit or the common or limited common elements, to install, alter or repair mechanical or electrical services or other common or limited common elements in his unit or elsewhere in the building, and to correct any condition which violates the provisions of any mortgage covering

another unit. Requests for such entry shall be made in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of an emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI
Mortgages

Section 1. Mortgage of Units. Each unit may be separately mortgaged.

Section 2. Notice to Board of Directors. A unit owner who mortgages his unit shall immediately notify the Board of Directors of the name and address of his mortgagee. The Board of Directors shall maintain such information in a book entitled "Mortgages of Units".

Section 3. Rights of Mortgagees. As to any mortgagee of a unit or insurer or guarantor of any unit mortgagee (referred to below, collectively, as the "mortgagee") which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated in Section 9 of the Declaration that it desires to receive notice of the following matters:

(a) The Board of Directors shall give the mortgagee written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to the Declaration, the Articles or the By-Laws;

(b) The Board of Directors shall give the mortgagee by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner which shall be not later than 30 days after such failure;

(c) The Board of Directors shall notify the mortgagee of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) The Board of Directors shall notify the mortgagee of physical damage to structure, fixtures or equipment of a unit in an amount exceeding $10,000 when such damage is known to the Board of Directors and shall notify all mortgagees if common elements of the Condominium are damaged in an amount exceeding $20,000. The Board shall also notify the mortgagee in writing of any condemnation proceedings concerning the Property; and

(e) The Board of Directors shall permit the mortgagee to examine during normal business hours books and records of the Association (including current copies of the Declaration, these By-Laws and all rules and regulations promulgated thereunder) and upon request shall furnish the mortgagee annual reports and such other financial data (including audited financial statements) as it sends to unit owners.

Section 4. Land Contracts. For purposes of this Article VI and elsewhere in these By-Laws, land contract vendors and vendees shall have the same rights as mortgagees and mortgagors, respectively.

ARTICLE VII
Sales and Leases of Units

Section 1. Sales and Leases. Unit owners may sell or lease their units or any interest therein provided the provisions of this Article are complied with. A unit owner shall notify the Association of the pending sale of his unit at least 21 days prior to the date of the closing of such sale, and shall supply the Association with the names of the prospective purchasers. A unit owner's sale of his unit shall include the sale of (a) the undivided percentage interest in the common and limited common elements appurtenant thereto; (b) the interest of such unit owner in any units theretofore acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such unit owner in any other assets of the Association ((a), (b) and (c) hereinafter collectively called the "appurtenant interests").

Section 2. No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the appurtenant interests of any unit may be sold, transferred, or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer or other disposition of such part of the appurtenant interests of all units.

Section 3. Financing of Purchase of Units by Association. Acquisition of units by the Association or its designee, on behalf of all unit owners, may be made from the working capital and assessments for common expenses in the hands of the Board of Directors, or if such funds are insufficient, the Association may borrow money to finance the acquisition of such unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association. The Association shall act to borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181, Wisconsin Statutes.

Section 4. Waiver of Right of Partition With Respect to Units Acquired by Association. In the event that a unit shall be acquired by the Association or its designee, on behalf of all unit owners as tenants in common, all such unit owners shall be deemed to have waived all rights of partition with respect to such unit.

Section 5. Rental. Unit owners may rent their units by written lease to whomever and on whatever terms and conditions as they so desire provided, however, that no unit may be leased or rented for a period of less than 30 days and further provided that the Association is given notice of the names and permanent address of the tenants at least 10 days prior to the

commencement of their tenancy. All leases shall specifically obligate the tenants to abide by the Declaration, these ByLaws and rules and regulations promulgated thereunder.

Section 6. Payment of Assessments. No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until he shall have paid in full to the Association all unpaid common expenses theretofore assessed by the Board of Directors against his unit.

ARTICLE VIII
Condemnation

Section 1. Common Elements. In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property exclusive of 29 any of the units, the award made for such taking shall be payable to the Association. The Association shall promptly undertake to restore the common elements. The proceeds of the award shall be disbursed to effect such restoration and any costs in excess of the award shall be a common expense. The Board of Directors shall effect such restoration in accordance with Article V, Section 3, Paragraph (a) of these ByLaws. If restoration is not undertaken, the proceeds of the award shall be disbursed to the unit owners in proportion to their respective undivided percentage interests in the common elements.

Section 2. Units. In the event of a taking in condemnation or by eminent domain of any of the units exclusive of the common elements, or of any of the units and a portion of the common elements, the Association by vote of a majority of the unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of such taking) shall determine whether to permit repair or reconstruction of the units and common elements affected. If the Association determines to permit repair or reconstruction and the unit owners affected unanimously elect to undertake repair or reconstruction of their units, the Board of Directors shall effect such repair or reconstruction in accordance with Article V, Section 3, Paragraph (a) of these By-Laws, except that any cost of repair or reconstruction of units in excess of the award shall be the sole expense of the owners of such units. If the Association determines not to repair or reconstruct or fails to vote within said 90-day period or the unit owners affected do not unanimously elect to repair or reconstruct, the entire net proceeds shall be disbursed to those unit owners whose units have been taken based upon the amount of the award allocable to each unit. In the event the award fails to allocate amounts payable to each unit, the award shall be disbursed to those unit owners whose units have been taken in proportion to the respective values of such units as determined by their replacement cost set forth in the insurance policies carried by the Association. If any such unit owner is in default in paying common expenses, the amount of said common expenses shall be deducted from his share of the proceeds. Upon receipt of his share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of his undivided percentage interest in the common elements and shall 30 thereafter no longer be considered a unit owner. The interests of the remaining unit owners in

the common elements shall be recomputed by the Board of Directors, whose decision shall be final, to reflect said releases.

ARTICLE IX
Records

Section 1. Records and Reports. The Board of Directors or the managing agent shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records, and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contact the amount of each assessment of common expenses against such unit, the date when due, the amounts paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Associations shall be rendered by the Board of Directors to all unit owners at least annually.

ARTICLE X
Miscellaneous

Section 1. Notices. All notices to the Board of Directors or the Association shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed or hand delivered to his unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or their mortgagees need not be mailed by 31 registered or certified mail, except as otherwise provided in these By-Laws.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to

enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Conflicts. These By-Laws are set forth to comply with the requirements of the Wisconsin Condominium Ownership Act. In case any of these ByLaws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these By-Laws conflict with the provisions of the Declaration, the Declaration shall control.

ARTICLE XI
Amendments to By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by vote of at least 67% of the authorized votes of all unit owners, such vote to be taken at a meeting of unit owners duly held for such purposes.

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.

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UNITED STATES OF AMERICA

The State of Wisconsin

DATE: March 15, 1984

OFFICE OF THE SECRETARY OF STATE

TO ALL TO WHOM THESE PRESENTS SHALL COME:

The undersigned, as Secretary of State of the State of Wisconsin, hereby certifies that, on the date above written, Articles of Incorporation of

Danell Heights Condominium Association, Inc.

were filed in my office under the provisions of Chapter 181 of the Wisconsin Statutes, for an organization to be formed

WITHOUT STOCK AND NOT FOR PROFIT.

THE STATE OF WISCONSIN does hereby grant unto said organization the powers and privileges conferred upon such organization by the Wisconsin Statutes for the pursuit of any purposes lawful under Chapter 181 of the Wisconsin Statutes except as such purposes may be further limited in said Articles.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, at Madison, on March 29, 1984

Douglas La Follette

DOUGLAS La FOLLETTE
Secretary of State

SEE REVERSE FOR MORE INFORMATIO

REEL 598 i"2tE 174

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ARTICLES OF INCORPORATION
OF
DANELL HEIGHTS CONDOMINIUM ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of 21 years and acting as incorporator of a nonstock, non- profit corporation under the provisions of the Wisconsin Non- stock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE 1
Name

The name of the Corporation shall be Danell Heights Condominium Association, Inc.

ARTICLE 11
Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE 111
Purposes

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

(a) To serve as an association of unit owners under the Wisconsin Condominium Ownership Act who own certain residential property located in Waukesha County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium as the same may be amended from time to time (the "Declaration") for Danell Heights Condominium (the "Condominium") as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;

To serve as a means through which the unit owners may collectively and efficiently manage, maintain, reconstruct, care for and/or make additions to the Property in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

(c) To engage in any lawful activity related to the foregoing within the purposes for which a nonstock, non- profit corporation may be organized under the Wisconsin Non- stock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Wisconsin Condominium Ownership Act and the Declaration.

ARTICLE IV

REEL 598 Image 175

Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Condominium Ownership Act , the Declaration and the By-

Laws of the Corporation including , without limitation, the following:

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

(b) To operate, repair, replace, reconstruct, protect, maintain and/or make additions to the common elements as described in the Declaration;

(c) To purchase, lease or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired on behalf of all the unit owners;

(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 and the maintenance and operation of the Property;

(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 operating expenses of the Corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;

(f) To purchase insurance on the Property and insurance for the benefit of the Corporation and its members;

(g) To adopt and amend rules and regulations governing the use and operation of the Property;

(h) To enforce by legal means the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the By—Laws of the Corporation and any rules and regulations governing the use and operation of the Property;

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

(j) To do all things necessary or convenient to effectuate the purposes of the Corporation.

ARTICLE V

Members

There shall be one class of members designated as "unit owners. The rights and qualifications of members are set forth in the By—Laws of the Corporation. **REEL 598 IMAGE 176**

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the Corporation shall be WI 36 N7706 North Hills Drive, Menomonee Falls,

Waukesha County, WI 53051, and the initial registered agent shall be Donald S . Arenson. The address of the initial registered agent is WI 36 N7706 North Hills Drive, Menomonee Falls, WI 53051.

ARTICLE VI 1

Directors

The number of directors of the Corporation shall be fixed in the By—Laws of the Corporation and in no event shall be less than three. The manner in which directors shall be selected, appointed and removed shall be set forth in the By—Laws of the Corporation.

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

Donald S. Arenson c/o W136 N7706 North Hills Drive Menomonee Falls, WI 53051

Theodore Koenigs c/o WI 36 N 7706 North Hills Drive Menomonee Falls, WI 53051

James Michel c/o w136 N7706 North Hills Drive Menomonee Falls, WI 53051

ARTICLE VIII

Incorporator

The name and address of the incorporator of the Corporation are:

Bruce T. Block, Esq.
c/o Reinhart, Boerner, Van Deuren, Norris & Rieselbach, s. c.
1800 Marine Plaza
Milwaukee, Wisconsin 53202 REEL598 IMAGE 177

ARTICLE IX

Nonprofit

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its By—Laws.

Executed in duplicate

e this 5th day of March, 1984.

Bruce T. Block

Bruce T. Block, Incorporator

State of Wisconsin)

Milwaukee County)

Personally came before me this (36/1 day of March, 1984, the above-named Bruce T. Block, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

ained.

Robert F. Hankoff

( )

Notary Public, State of Wisconsin

Notary Public, State of Wisconsin My commission is permanent.

This instrument was drafted by Bruce T. Block.

Please return to: Bruce T. Block, Esq.
1800 Marine Plaza
Milwaukee, WI 53202

REEL 598

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STATE OF WISCONSIN
FILED
MAR 15 7984

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5. Annual Operating Budget

	23-24 Budget	24-25 Budget	Variance
Receipts			
Operating Deposits	$248,433	$278,889	$30,456
Late & Other Fees	$ 0	$ 0	$ 0
Interest Earned	$ 30	$ 30	$ 0
Total Operating Receipts	**$248,463**	**$278,919**	**$30,456**
Insurance	$ 44,831	$ 44,831	$ 0
Total Receipts	**$293,294**	**$323,750**	**$30,456**
Operating Expenses			
General Maintenance	$ 20,000	$ 20,000	$ 0
Mailbox Repair/Replacement	$ 11,600	$ 0	$ 11,600
Snow Plowing	$ 70,000	$ 77,700	($ 7,000)
Lawn Maintenance	$ 81,874	$114,791	($32,917)
Tree/Shrub Service	$ 49,450	$ 54,114	($ 4,664)
Landscape Committee	$ 0	$ 1,580	($ 1,580)
Entrance	$ 3,100	$ 1,180	$ 1,920
Office Supplies	$ 375	$ 375	$ 0
Accounting Fees	$ 4,000	$ 3,000	$ 1,000
Legal Fees	$ 3,500	$ 5,000	($ 1,500)
Utilities	$ 360	$ 500	($ 140)
Meetings	$ 750	$ 750	$ 0
Taxes	$ 50	$ 50	$ 0
Miscellaneous Services	$ 300	$ 300	$ 0
Bank Charges	$ 950	$ 960	$ 10
Newsletter (including postage)	$ 1,050	$ 0	$ 1,050
Printing – mailings, annual meeting reports	$ 500	$ 500	$ 0
Postage	$ 550	$ 599	($ 49)
Total Operating Expenses	**$248,409**	**$278,889**	**($32,900)**
Insurance	$ 44,831	$ 44,831	$ 0
Total Expenses	**$293,240**	**$323,720**	**($30,480)**
Surplus/Deficit			
Insurance total based only on	prorata share of	Insurance projection	
Operating Expense increase/	decreases based on	prorata share of	operating expenses
Assessment Receipts	$ 17,920	$ 17,920	$ 0
Assessment Expenses	$ 17,920	$ 17,920	$ 0
Total Assessment Funds	$ 0	$ 0	$ 0

NOTE: The Association approved a Special Assessment on May 9, 2022. It is payable over 7 years (28 quarters) at the amount per unit of $35/unit per quarter. It is for the purpose of continuing to treat or remove dead ash and spruce trees on the perimeter only of the Association. A projected total of 13 of the ash trees will be removed and replaced. A projected total of 135 spruce trees will be removed with 20% of these trees (or 30) being replaced.

6. **Map (Insert a full map of the condominium development showing the location of the Condominium being sold.)**