

MAPLE TERRACE CONDOMINIUM

**9600 WEST BELOIT ROAD
MILWAUKEE, WISCONSIN
53227**

"DISCLOSURE MATERIALS"

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 BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

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

REGISTERED AGENT

**Marvin L. Stein
2230 South 108th Street
West Allis, Wisconsin
53227**

DECLARATION OF CONDOMINIUM

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AMENDMENTS

DECLARATION OF CONDOMINIUM

OF

MAPLE TERRACE

This declaration is made under the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statute, by Marvin L. Stein, hereafter referred to as Declarant.

ARTICLE 1

DESCRIPTION OF CONDOMINIUM

1. PURPOSE. The purpose of this Declaration is to submit the land and improvements described below to condominium ownership in the manner provided by the Wisconsin Condominium Ownership Act.

2. DESCRIPTION OF LAND. The land and improvements subject to this Declaration are owned by the Declarant in fee simple and are more particularly described in Exhibit "A" to this Declaration.

3. DESCRIPTION OF BUILDING AND UNITS. The building and improvements which are and will be located on the land shall contain 8 units in 1 building. The address of the building is 9600 W. Beloit Road, Milwaukee, Wisconsin 53227. A plat of survey of the land showing the location of the building is attached to this Declaration as Exhibit "A". A set of floor plans of the building showing the layout, location, unit numbers, and garage assignments is attached as Exhibit "B" of this Declaration. The building has two stories and a basement and is constructed principally of frame, brick, aluminum, and concrete.

4. UNITS. The word "unit" shall mean a part of the property subject to this Declaration intended for independent residential use, including one or more rooms of enclosed space. The unit number of each unit, its location, approximate area, number of rooms, and Limited Common Area to which it is related are shown on the floor plans and survey attached to this Declaration as Exhibits.

5. COMMON AND LIMITED COMMON AREAS. The common areas shall include all portions of the Condominium property not included in the unit. Common areas shall also include all conduits, pipes, ducts, plumbing, wiring, and other facilities for the furnishing of utility service to units and common areas and every portion of a unit which contributes to the support of the

buildings and all machinery, ducts, pipes, pumps, sump pumps, chimneys and other equipment which services the units in common. The Limited Common Areas include the garage space assigned to the various units, the patios and porches which are attached and open to the various units. The garage units are assigned in accordance with the numerical designation on the Floor Plan as Exhibit "B". The exclusive use of the above Limited Common Elements shall be included as a right running with the title to the respective Condominium Units. Real estate tax liability resulting from the assessed valuation attributable to the exclusive right and use of the Limited Common Elements shall accrue to the particular Unit Owner, who shall be the Owner of the exclusive use thereof.

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

7. BOUNDARIES OF UNITS. The boundaries of each unit are as follows:

A. The upper boundary is the horizontal plane of the top side of the material constituting the ceiling;

B. The lower boundary is the horizontal plane of the top surface of the material constituting the finish flooring;

C. The vertical boundary is the exterior plane of the material constituting the wall surface material of the perimeter walls of the unit, including all glass in the windows and all doors and all frames for the windows and doors.

ARTICLE 11

PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

1. PERCENTAGE OF OWNERSHIP. The Declarant, his successors and assigns shall convey to each Owner an undivided interest in the Common Elements and facilities with all other Owners. The fraction of ownership shall be $1/8^{\text{th}}$.

2. OWNER'S EASEMENTS OF ENJOYMENT. Every Owner shall have a right and easement of enjoyment in and to the Common Elements which shall be appurtenant to and shall pass with the title to every Unit.

3. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT. Each Owner shall have the right to ingress over, upon and across the Common Elements necessary for access to his Unit, and shall have the right to lateral support for his Unit and such rights shall be appurtenant to and pass with the title to each Unit.

4. USE OF UNITS. Each Unit shall be used for single family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for single family residential purposes shall not be considered to be a violation of this provision. It is contemplated that condominium owners may be self-employed or outside sales persons and the maintenance of a business phone, conduct of business related clerical activities, and reception of business associates on an occasional basis shall not be a violation of this provision, however, no use may conflict with federal, state, or local law or ordinance.

5. USE OF COMMON ELEMENTS. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Elements except upon the prior written consent of the Association. Garage units are to be used as parking garages only.

6. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES. Nothing shall be done in any Unit or in the Common Elements or Limited Common Elements or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or Limited Common Elements, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof or of the exterior of the Properties and building shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all losses resulting from any such damage or waste caused by him or his invitee, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or Limited Common Elements or any part thereof. Nor shall anything be done therein which may become an annoyance or

nuisance to any other Owner or to any other person at any time lawfully residing in the Properties.

7. ANIMALS. The Association may, by rules and regulations, prohibit or limit the raising, breeding or keeping of animals in any Unit or on the Common Elements or Limited Common Elements or any part thereof.

8. RULES AND REGULATIONS. No Owners, tenants or invitees shall violate the rules and regulations for the use of the Units and of the Common Elements and Limited Common Elements as adopted from time to time by the Association.

9. DELEGATION OF USE. Any Owner or tenant may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment to the Common Elements and facilities to the members of his family, to guests or contract purchasers of his Unit who reside on the property and only to said individuals, unless otherwise authorized by the Association.

10. SIGNS. No Owner shall be permitted to erect any signs of any sort for any purpose whatsoever upon the premises or upon his Unit. No flags or other type of devices to promote open houses or inspections for the sale of said Units, shall be permitted to be erected upon any Common Elements. The foregoing restrictions concerning the erection of signs and other types of advertising material concerning the sale of Units shall not be applicable to the Declarant, his successors and assigns, or to his real estate agents employed for the purposes of selling newly constructed Units as part of the initial development.

11. UNIT RENTAL. Any Owner shall have the right to rent his Unit to a non-owner for single family residential purposes only. It shall be the responsibility of the Unit Owner that any non-owner tenant shall conform with the rules and regulations for the use of the Units and of the Common Elements and Limited Common elements in accordance with the Declaration and By-Laws of the Association.

MAPLE TERRACE CONDOMINIUM
BY-LAW AMENDMENT ARTICLE 11
PARAGRAPH 11 UNIT RENTAL
9600 W. BELOIT RD.
MILWAUKEE, WI. 53227

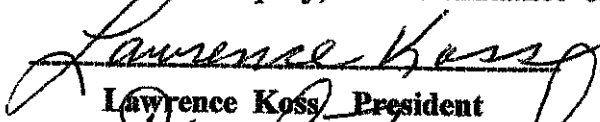
That Article 11, Paragraph 11 be amended to include a new final sentence as follows:

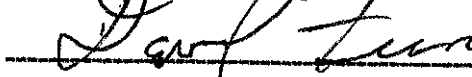
Nothing in this paragraph shall be construed to displace, limit, restrict or otherwise compromise the rules and regulations herein.

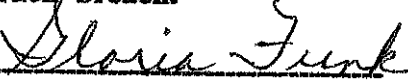
That Article 11, Paragraph 11 be amended as follows:

Owner Occupied

- i. Effective March 22, 2010, all units are required to be owner occupied. No residential unit owner shall rent, lease or otherwise so demise any residential unit or any part therein. Owners shall not permit the use of said unit by any party other than owner or owner's immediate family member. In the event of changes in unit ownership, for estate planning purposes, the board wishes to clarify the meaning of owner occupancy. Immediate family members are considered to be husband, wife, or children only.
- ii. In any proceedings arising out of any alleged default by a residential unit owner of this Paragraph 11, Maple Terrace Homeowner's Association, shall be entitled to recover the costs of such proceeding and such reasonable attorney's fees as may be determined by the court.
- iii. The violation of this Paragraph 11 by a unit owner shall give the board the right to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of such breach.


Lawrence Koss, President


David Funk Vice-President


Gloria Funk (Sec./Treas.)

03/22/2010
Date

12. ADDITIONAL PARKING. Each owner of a unit to which a garage space has been assigned shall be entitled to one parking space located immediately behind his garage space.

ARTICLE 111

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

1. MEMBERSHIP. The Association referred to in this Declaration shall consist of, as members, every Unit Owner herein. Every Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person each of such persons shall be members. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner or Declarant, his successors and assigns, may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

2. VOTING. The Association shall have two classes of voting membership:

a. Class A. Class A members shall be all Unit Owners in this Condominium, with the exception of the Declarant, his successors and assigns. There shall be one vote per Unit.

b. CLASS B. The Class B member shall be the Declarant, his successors and assigns, who shall be entitled to three votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

i. two years from the date that the first Condominium Unit is conveyed by the Declarant to any person other than the Declarant, or

ii. Thirty days after the conveyance of 6 Units, representing 75% of the Units and Common Elements interest, to Purchasers.

3. AMPLIFICATION. The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association, provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein. In case of conflict between the Declaration and Articles of Incorporation or By-Laws, the Declaration shall control.

ARTICLE IV

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1. THE COMMON ELEMENTS. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. The Association shall be responsible for the maintenance and repair of exterior surfaces of the building on the Property, including without limitation, the painting of the same as often as necessary, the replacement of trim and caulking, the maintenance and repair of roof, the maintenance and repair of all Common elements, including utility lines and all other connection with the Common Elements. The specifications of duties of the Association with respect to particular Common Elements shall not be construed to limit its duties with respect to other Common Elements.

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

3. PERSONAL PROPERTY FOR COMMON USE. The Association may acquire and hold for the use and benefit of all of the

Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. Each Owner may use such property in accordance with the purpose for which it is intended without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Unit under foreclosure shall entitle the Purchaser to the interest in such personal property associated with the foreclosed Unit.

4. RULES AND REGULATIONS. The Association may make reasonable rules and regulations governing the use of the Units, Common Elements and Limited Common Elements which rules and regulations shall be consistent with the rights and duties established in this Declaration.

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

6. EASEMENTS FOR DECLARANT. The Declarant, for himself, his heirs, assigns, successors and representatives, shall retain easement rights for purpose of ingress and egress to the lands described in Exhibit A. during periods of construction, as well as operation periods subsequent to completion of construction, over the lands included in these Declarations. The Developer's right to such easements shall cease when his Class B membership is converted to Class A membership, as set forth in Article 111, paragraph 2b.

ARTICLE V

COVENANT FOR ASSESSMENTS

1. AGREEMENT TO PAY ASSESSMENT. Declarant, for each Unit owned by it within the Property, and for and as the Owner of the Property and every part thereof, hereby covenants, and

Each Owner of any Unit by the acceptance of a deed, shall be deemed to covenant and agree with each other and with the Association, whether or not it be so expressed in the deed, to pay to the Association for the purposes in this Declaration, for any special assessments, or capital improvements, and for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties and for the improvement and maintenance of the Common Elements, and of the exterior of the building situated upon the Property, and such emergency repairs as the Association may deem necessary, including repairs and maintenance of sewer and water lines to individual Units and for the common expenses.

3. MAXIMUM ANNUAL ASSESSMENT. Until the first of the calendar year immediately following the conveyance of the first Unit by Declarant, his successors and assigns to an Owner, the annual assessment shall be \$900.00 per Unit constructed, payable in monthly installments of \$75.00. Which payments shall commence, on a pro-rata basis, as of the date of closing of the sale of the particular Unit, payable in advance each and every month. The board of Directors shall annually fix the amount of the assessment and shall set the same to commence as of the first of each year, based upon the budget adopted by the board of Directors for each fiscal year commencing January 1, 2006.

4. SPECIAL ASSESSMENTS AND CHARGE FOR SALE BY UNIT OWNERS. In addition to the annual assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto, or the Property. Special assessments may also be imposed by the Board of Directors for the purpose of balancing operational deficits existing in the annual budgets.

5. RATE OF ASSESSMENT. Both annual and special assessments that affect Units which shall have been sold and closed in MAPLE TERRACE shall be fixed at a uniform rate for all sold and occupied

3. MAXIMUM ANNUAL ASSESSMENT. (UPDATED ON AUG. 16TH, 2007)

Until the first of the calendar year immediately following the conveyance of the first Unit by Declarant, his successors and assigns to an Owner, the annual assessment shall be \$1,200.00 per Unit constructed, payable in monthly installments of \$100.00. Which payments shall commence on a pro-rata basis, as of the date of closing of the sale of the particular Unit, payable in advance each and every month. The Board of Directors shall annually fix the amount of the assessment and shall set the same to commence as of the first of each year, based upon the budget adopted by the Board of Directors for each fiscal year. Due to our financial needs, this change had to take place, to become effective on September 01, 2007. We have added a LATE CHARGE of an extra \$20.00 if anyone doesn't pay their Monthly Maintenance fee by the 15th of the month. These changes were voted upon and enforced at the August 16th, 2007 meeting.

4. MAXIMUM ANNUAL ASSESSMENT. (UPDATED ON July 31st, 2010)

The annual assessment shall become \$1,560.00 per Unit, payable in monthly installments of \$130.00, to become effective on Oct. 1st, 2010. This was necessary, due to the financial needs of the operating budget of Maple Terrace, decided upon by the Board of Directors. The LATE CHARGE of \$20.00 remains the same as in the above paragraph #3.

D-8 (continued)

Units and shall be collected on a monthly basis.

6. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS. The annual assessments for the Units as provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit in such building by the Declarant, his successors and assigns. The first annual assessment shall be adjusted accordingly to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

7. LIEN FOR ASSESSMENTS. All sums assessed to any Unit pursuant to this Article, together with interest thereon, as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for those liens specified in Section 703.16 (6) (a) through (d), Wisconsin Statutes. All other lienors acquiring liens on any Unit after this Declaration, which liens shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments as provided herein, whether or not such consent specifically set forth in the instruments creating such liens. To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien in the form set forth in Section 703.16 (9), Wisconsin Statutes. Such a notice shall be signed by an officer or agent of the Association and may be recorded in the office of the Clerk of Courts of Milwaukee County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real estate property may be foreclosed in Wisconsin. In any such foreclosure, the Owner shall also be required to pay the costs and expenses of filing the notice of lien and all reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure

sale, or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

A release of notice of lien shall be executed by the Association and recorded in the office of the clerk of Courts of Milwaukee County, Wisconsin, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the association with respect to such lien, including priority.

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same encumbrancer has furnished to the association written notice of the debt underlying such encumbrance having become due.

8. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at a rate equivalent to the then prevailing highest rate of interest permitted and authorized by the Statutes of the State of Wisconsin not to exceed one percent per month. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

9. SUBORDINATION OF THE LIEN TO MORTGAGES. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which was recorded prior to the making of such assessment. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such Unit from liability for assessments thereafter becoming due or from the lien thereof.

RULES AND REGULATIONS

10. EMERGENCY FUND. ~~There is a non-refundable fee of \$100.00~~

~~Per unit per year due by March 31st, each year. This fund covers the cost of any emergencies arising throughout the year. Not to exceed a maximum amount of \$3,200.00 (Three Thousand Two Hundred Dollars). This was voted on and approved a meeting on August 16th, 2007.~~

*** 10. EMERGENCY FUND.** Is supplemented by \$200.00 each month from the accrued HOA fees.

D-10 (continued)

*** Amended 1/31/16 per Board of Directors**

ARTICLE VI

INSURANCE

1. ASSOCIATION TO OBTAIN ON BEHALF OF OWNERS. The Association shall obtain and purchase fire, and extended coverage insurance on behalf of the Owners, and the expense of such insurance shall be included in the annual assessments. The building shall be insured in the amount of its full insurable value, which is the replacement value thereof. In order to obtain the lowest premium rates for such fire and extended coverage, the Association shall place all coverage for fire and extended coverage insurance with one company, which shall issue a master policy for the entire project, and individual take off certificates for individual Units. It shall be the obligation of each Owner to obtain, at his or her own expense, separate individual insurance from any insurance company of the Owner's choice, insuring the contents and interior of his or her Unit.

2. PARTIAL OR TOTAL DESTRUCTION. In the event of partial or total destruction of any Unit by fire, casualty or otherwise, the Association shall utilize the proceeds to be paid as a result of the existence of the afore-described master policy of insurance, and shall expeditiously and as rapidly as possible proceed to undertake such repair or reconstruction. In the event the cost of such repair or reconstruction shall exceed the sum of money available as a result of such insurance coverage, the deficit shall be imposed as an assessment against the Unit or Units affected by such fire, casualty or other type of loss.

3. ADDITIONAL INSURANCE PROVISIONS. The Board of Directors shall provide public liability insurance covering the Common Elements and facilities in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide worker's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time. Unit Owners may, at their option, proceed to obtain individual insurance policies providing coverage to them upon their individual contents, as well as improvements rendered within their individual Units, and the cost thereof shall be paid for by the individual Unit Owner.

4. Destruction and Reconstruction. Reconstruction or repair in the event of a partial or total destruction of a building shall be in accordance with the following:

A. In the event of partial or total destruction, the insurance

proceeds, if sufficient to reconstruct or repair the building and other improvements shall be applied to such reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the building and other improvements to substantially the same condition in which they existed prior to the fire, casualty, or other disaster. Such reconstruction or repair shall be accomplished by the Board of Directors of the Association unless the damage is confined to a single unit and in that event, said unit owner shall accomplish said repair (and shall be entitled to insurance proceeds relating thereto).

B. If the insurance proceeds are insufficient to reconstruct or repair the building and other improvements but are equal to at least ninety percent (90%) of the estimated cost of said reconstruction and repair, then they shall be reconstructed or repaired by the Board of Directors of the Association using the insurance proceeds, and the owners of the affected units shall be assessed for the deficiency.

C. If the insurance proceeds are less than ninety percent (90%) of the cost to reconstruct or repair the building and other improvements, then the determination as to whether or not to reconstruct or repair the same shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the destruction. An affirmative vote of at least seventy-five (75%) of a quorum of members eligible to vote shall be required in order to reconstruct or repair the building, and such decision shall also provide that the members shall be assessed for the deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) period, then the provisions of Section 703.18 of the Wisconsin Statutes shall apply.

D. Notwithstanding all of the foregoing, in the event seventy-five percent (75%) or more of the building is destroyed, then the determination as to whether or not to reconstruct or repair the same shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty, or disaster. An affirmative vote of at least seventy-five percent (75%) of a quorum of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then a partition shall be effected in the following manner: The net proceeds of sale, together with any proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interests in the Common Elements, and shall be distributed in accordance with the priority interests in each unit.

ARTICLE V11

GENERAL PROVISIONS

1. **ENFORCEMENT.** The Association, or any Owner shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. If these restrictions are enforced by appropriate proceedings by any such Owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the cost incurred in the discretion of the Board of Directors of the Association.

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

3. **AMENDMENT.** The covenants and restrictions of this Declaration shall run with the land, and shall inure to the benefit of and be enforceable by the Association, or the benefit of and be enforceable by the Association, or the Owner of any Unit subject to this Declaration, their respective legal representatives, heirs, successors and assigns. The Declaration may be amended with the written consent of the Owners of seventy-five (75%) percent of the Units. Any amendment altering such percentage formula must have the consent of Owners of all Units expressed in an amended Declaration duly recorded.

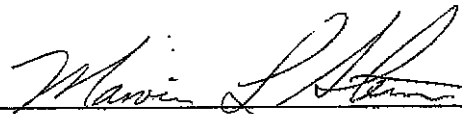
4. **NON-HOMESTEAD OF DECLARANT.** None of the property covered by this Declaration constitute the homestead of the Declarant.

5. **REGISTERED AGENT FOR SERVICE OF PROCESS.** The initial registered agent for service of process shall be Marvin L. Stein, 2230 South 108th Street, West Allis, Milwaukee County, Wisconsin.

6. **PUBLIC UTILITY EASEMENTS.** The Declarant, Marvin L. Stein, does herewith place on record this section of the Declarations, for the purpose of reserving to himself the right to execute and deliver easements for public utility purposes, if necessary, from time to time, for such items as electricity, telephone, gas water, sewer, and any other public utility, which easements may, by necessity, traverse along, across, under or through any portion of the Common Elements, involved herein, and does declare that the Declarant, Marvin L. Stein, is duly authorized and permitted to execute any and all easements for public utility purposes, including, but not exclusively limited thereto, such items as electricity, D-13

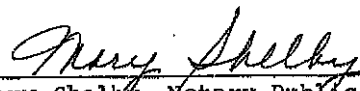
telephone, gas, water and sewer for use in the subject premises, which traverse across, over, under or through all or any portion of the Common Elements described herein, and as may be added hereto by annexation pursuant to the provisions hereof. The Declarant, his successors and assigns right to execute and deliver such easements shall cease when his Class B membership is converted to Class A membership as set forth in Article III, paragraph 2 (b).

IN WITNESS WHEREOF, I, MARVIN L. STEIN, hereunto set my hand this 1st day of November, 1983.


Marvin L. Stein

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me this 1st day of November, 1983, the above Marvin L. Stein to me known to be the person who executed the foregoing Declaration and acknowledged the same.


Mary Shelby, Notary Public.
Milwaukee County, Wisconsin.
My commission expires 6/16/85.

This instrument was drafted by:

Marvin L. Stein
2230 South 108th Street
West Allis, WI 53227

ARTICLES OF INCORPORATION
Of MAPLE TERRACE HOMEOWNER'S ASSOCIATION, INC.

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ARTICLES OF INCORPORATION OF

MAPLE TERRACE HOMEOWNERS ASSOCIATION, INC.

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

ARTICLE 1

NAME OF CORPORATION

The name of the corporation shall be MAPLE TERRACE HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association".

ARTICLE 11

DURATION

The period of existence of the corporation shall be perpetual.

ARTICLE 111

PURPOSES OF THE CORPORATION

Purposes for which this corporation is organized are as follows:

a) To serve as an Association of Unit Owners who own real estate and improvements under the condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration and Amendments thereto for MAPLE TERRACE, as recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter referred to as "Declaration");

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

c) To engage in activity included in the Condominium Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law; and

may be organized under the Wisconsin Non-Stock Corporation Law; and

d) To provide for maintenance, preservation and architectural control of the Common Elements within that certain tract of property described in the Declaration, (see Exhibit A attached hereto and made a part hereof by reference as if set forth herein at length), and to promote the health, safety and welfare of the residents within the described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association.

ARTICLE IV

POWERS OF THE ASSOCIATION

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

a) To exercise exclusive management and control of the Common Elements and facilities and Limited Common elements described and set forth in the Declaration;

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

c) To maintain, repair, replace, reconstruct, operate and protect the Common Elements and facilities and Limited Common Elements as set forth in the Declaration;

d) To determine, levy and collect assessments against the Unit Owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the Common Elements and facilities and Common Elements as described and set forth in the Declaration;

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

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

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

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

i) To acquire and hold title to Units for the benefit of the Unit Owners, as set forth in the Declaration and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said Units so acquired for the benefit of all Unit Owners as set forth in the Declaration;

j) To establish and maintain one or more bank accounts for deposit and withdrawals of the funds of the corporation;

k) To borrow money, and with the assent of two-thirds (2/3) of the entire membership of each class entitled to vote, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

l) To participate in mergers and consolidations with other non-profits corporation organized for the same purposes provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of the entire membership of each class entitled to vote;

m) To assign parking within the Common Elements;

n) To establish rules and regulations concerning parking, traffic, noise and abatement thereof, nuisances and abatement thereof;

o) To do all things necessary or convenient to effectuate the purposes of this corporation and the Declaration.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Unit which is subject by covenants

of record to assessment by the Association shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A

Class A members shall be all condominium Unit Owners situated in MAPLE TERRACE, with the exception of the Declarant and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

Class B

The Class B members shall be the Declarant, his successors and assigns, and shall be entitled to three (3) Votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- a) Two years from the date that the first Condominium Unit is conveyed by the Declarant to any person other than the Declarant; or
- b) Thirty days after the conveyance of 6 Units, representing 75% of the Units and Common Element interest, to Purchasers.

ARTICLE VII

REGISTERED AGENT

The location of the initial principal office of the Association is 2230 South 108th Street, West Allis, Wisconsin 53227. The initial registered agent of the Corporation shall be Marvin L. Stein, 2230 South 108th Street, West Allis, Wisconsin 53227.

**ARTICLE V111
BOARD OF DIRECTORS**

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

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

- | | |
|--------------------|---|
| 1. Marvin L. Stein | 3935 West Layton Avenue
Greenfield, Wisconsin 53221 |
| 2. Bonnie L. Stein | 3935 West Layton Avenue
Greenfield, Wisconsin 53221 |
| 3. Mary Shelby | 4280 South 82 nd Street
Greenfield, Wisconsin 53220 |

At the first annual meeting, the members shall elect one director for a term of one year, one director for a term of two years and one director for a term of three years; and at each annual meeting thereafter the members shall elect replacement directors for a term of three years, provided, however, that prior to the conveyance of 25% of the Common Element Interest to purchasers, the Association shall hold a meeting and the Owners other than the Declarant shall elect one director to the Board.

**ARTICLE 1X
DISSOLUTION**

The Association may be dissolved with the vote given in writing and signed by not less than a seventy-five (75%) percent vote as provided in Article VI of the voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X

AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five (75%) percent of the votes as provided in Article VI.

ARTICLE XI

INCORPORATOR

The name and address of the Incorporator is: Marvin L. Stein, 2230 South 108th Street, West Allis, WI 53227.

ARTICLE XII

ONE MEMBERSHIP VOTE PER UNIT

If title to a Unit is held by more than one person, the membership vote related to that Unit shall be shared by such Owners. Such Unit Owners shall cast their vote in whatever manner such Owners may in their discretion agree. However, the right to cast their membership vote shall be limited to a vote of "present" in the event such owners cannot agree as to how to cast such vote. This provision pertains to Class A membership voting only.

Executed in duplicate this 15th day of November, 1983.

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Marvin L. Stein
Marvin L. Stein

Personally came before me this 15th day of November, 1983, the above Marvin L. Stein, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein stated.

Mary Shelby
Mary Shelby, Notary Public.
Milwaukee County, Wisconsin.
My commission expires 6/16/85.

This instrument was drafted by:

Marvin L. Stein
2230 South 108th Street
West Allis, WI 53227

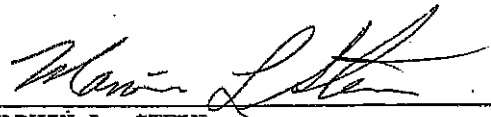
ARTICLE VIII

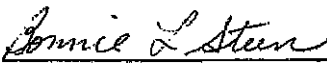
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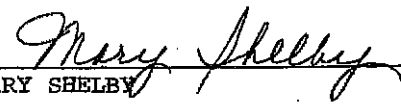
1. These By-Laws may be amended at a regular or special meeting of the members of the affirmative vote of Owners representing 67% of the Units.

2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, WE, being all of the Directors of MAPLE TERRACE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 1st day of November, 1983.


MARVIN L. STEIN


BONNIE L. STEIN


MARY SHELBY

BY-LAWS OF
MAPLE TERRACE HOMEOWNERS ASSOC., INC.

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BY-LAWS OF
MAPLE TERRACE HOMEOWNERS ASSOCIATION, INC.

ARTICLE 1

PURPOSE

The purpose of these presents is to set forth the By-Laws of
**MAPLE TERRACE HOMEOWNERS ASSOCIATION, INC., Wisconsin non-stock
not for profit corporation.**

ARTICLE 11

MEETING OF MEMBERS

1. **ANNUAL MEETINGS.** The first annual meeting of the members shall be held during the last week in November, 1984, upon notice to all members, and each subsequent regular meeting of the members shall be held in the same week of the same month of each year thereafter.

2. **SPECIAL MEETINGS.** Special meetings of the members may be called at any time by the president of the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all the votes.

3. **NOTICE OF MEETINGS.** Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by delivering written notice, either personally or by mail at least 3 days or 72 hours before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Such written notice may be waived if waivers are duly executed by all Unit Owners. (Changed on October 30th, 1985).

4. **QUORUM.** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-half (½) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum for any action shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

5. PROXIES. At all meetings of members each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit.

ARTICLE 111

BOARD OF DIRECTORS-SELECTION-TERM OF OFFICE

1. NUMBER. The affairs of this Association shall be managed by a Board of three (3) directors, of whom not more than one is a non-unit owner, with the exception of the initial board named in the Articles of Incorporation.

2. TERM OF OFFICE. At the first annual meeting the members shall elect one director for a term of one year, one director for a term of two years, and one director for a term of three years, and at each annual meeting thereafter, the members shall elect replacement directors as terms shall expire, provided, however, that prior to the conveyance of 25% of the Common Element interest to purchasers, the Association shall hold a meeting and the Owners other than the Declarant shall elect one director to the Board.

3. REMOVAL. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

4. COMPENSATION. The President will receive a salary of \$65.00 per month. The Secretary-Treasurer will receive a salary of \$5.00 per month. The Vice-President, while performing the Presidents, and or, Secretary-Treasurer's duties in their absence will receive their share of the salary. This was voted in by the Association members on December 7th, 1987. A \$150.00 cap was put on for expenditures by any officer of the Association. Any expense over this \$150.00 must be presented to the membership for a vote.

5. ACTION TAKEN WITHOUT A MEETING. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE 1V
MEETING OF DIRECTORS

1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held not less than quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors.

3. QUORUM. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE V
POWERS OF THE BOARD OF DIRECTORS

1. POWERS. The Board of Directors shall have the power to:
A) adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

B) suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulations;

C) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

D) declare the office of a member of the Board of Directors to be vacant in the event such member

shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

- e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

ARTICLE VI OFFICERS AND THEIR DUTIES

1. ENUMERATION OF OFFICERS. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution create.

2. ELECTION OF OFFICERS. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

3. TERM. The officers of this association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

4. SPECIAL APPOINTMENTS. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. RESIGNATION AND REMOVAL. Any officer may be removed from office with or without cause by the Board. Any officer may at any time resign by giving written notice to the board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

7. **MULTIPLE OFFICES.** The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

8. **DUTIES.** The duties of the officers are as follows:

- a) **PRESIDENT.** The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments; and shall co-sign all checks and promissory notes.
- b) **VICE PRESIDENT.** The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and, shall exercise and discharge such other duties as may be required of him by the Board.
- c) **SECRETARY.** The secretary shall count and record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal, if any, of the Association and affix it on all papers requiring said seal; service notice of meetings of the Board and of the members of the Association; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- d) **TREASURER.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account.

ARTICLE V11 CORPORATE SEAL

The Association may have a corporate seal imprinted "MAPLE TERRACE HOMEOWNERS ASSOCIATION, INC.", but the absence of such seal from any documents to be executed in behalf of said Association shall be deemed to not affect the validity of such documents.

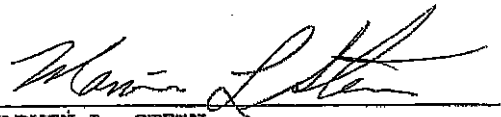
ARTICLE VIII

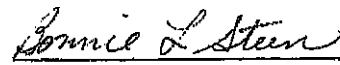
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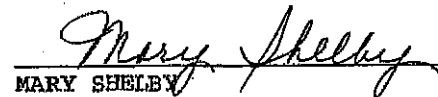
1. These By-Laws may be amended at a regular or special meeting of the members of the affirmative vote of Owners representing 67% of the Units.

2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

IN WITNESS WHEREOF, WE, being all of the Directors of MAPLE TERRACE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 15th day of November, 1983.


MARVIN L. STEIN


BONNIE L. STEIN


MARY SHELBY

ARTICLE VIII

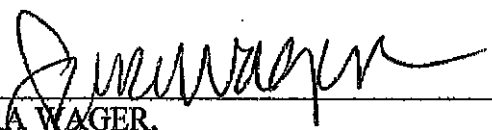
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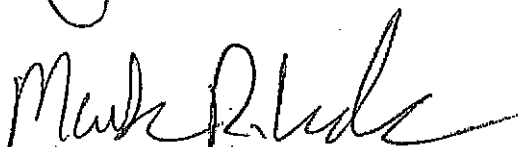
Rules and Regulations, R-2, #2 states, "No pets will be permitted to be kept upon the condominium premises except for fish, parakeets, or other similar pets."

AMENDMENT R-2, #2 shall state, "Upon first having timely, prior approval from the Board of Directors of the MAPLE TERRACE HOMEOWNERS ASSOCIATION, INC., **IN EMERGENCY SITUATIONS ONLY**, and on a six-month or less temporary basis only, a guest of the owner(s) of a unit may have one small dog or cat less than 20 pounds (herein referred to as "small animal") in their unit. Guest must adhere to rules of the MAPLE TERRACE HOMEOWNERS ASSOCIATION, INC. and care of said small animal. The small animal is not permitted to relieve themselves on the condo premises. If any owner has a legitimate complaint of said small animal due to behavioral, odor, excrement, or dander (allergies) personally affecting them, the complainant shall provide a written statement to the Board of Directors for review. Per discretion of the Board of Directors, the owner of said small animal may be asked to remove said small animal immediately from the premises. **NO EXCEPTIONS.**

IN WITNESS WHEREOF, WE, being all the Board of Directors of MAPLE TERRACE HOMEOWNERS ASSOCIATION, INC., have hereby set and implement this amendment on this 8th day of October, 2018.


HEATHERLEE MUEHLIUS,
President


SARA WAGER,
Vice President


MARK ROHDE,
Secretary

ARTICLE VIII

AMENDMENTS

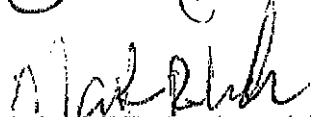
RULES AND REGULATIONS, R-2 (continued), Rule #11(a) states: "Winter Restrictive Parking: From November until April there will be no parking on the back of the building due to snow removal."

AMENDMENT RULES AND REGULATIONS, R-2 (continued), Rule #11(a) shall state: Winter Restrictive Parking: From November until April there will be no parking on the back of the building due to snow removal. Parking is permitted on the grass area in the backyard on THE MAPLE TERRACE HOMEOWNERS ASSOCIATION, INC. property by owners and their guests from April 1st to November 1st of each year with the following conditions: (1) An acting board member is to be informed of what vehicle (a description) will be parked on the grass area and for what length of time, (2) vehicles cannot be parked long-term as to damage the grass area, (3) approval will not be granted if the ground is wet due to any form of inclement weather as not to damage the property, and existing parked vehicles should be removed if inclement weather occurs.

IN WITNESS WHEREOF, WE, being all the Board of Directors of MAPLE TERRACE HOMEOWNER'S ASSOCIATION, INC., have hereby set and implemented this Amendment on this 7th day of January, 2019.


Heatherlee Muehlius, President


Sara Wager, Vice President


Mark Rhode, Secretary
Rhode

RULES AND REGULATIONS

1

AUTHORITY TO ACT

These rules and regulations are adopted by the Board of directors of "MAPLE TERRACE HOMEOWNER'S ASSOCIATION, INC.", pursuant to the authority vested in them under Article 1V, paragraph g. of the "Articles of Incorporation" and further authorized under the "By-Laws".

11

PURPOSE

To provide the residents an equitable and orderly procedure for making Maple Terrace Condominiums a pleasant and wholesome place in which to live.

111

SCOPE

To serve as a set of Rules and Regulations for MAPLE TERRACE HOMEOWNERS ASSOCIATION, INC. Rules may be deleted, added or amended from time to time as it is considered necessary to remain consistent with the purpose of these rules.

1V

ENFORCEMENT OF RULES AND REGULATIONS

Violations of any Rules and Regulations should be reported in writing to the Board of Directors of the Association. The Board shall have the authority to reprimand violators in a manner that they deem fair, including loss of privileges and reasonable fines. A variance of any rule due to special or extra-ordinary circumstances may be granted by the Board of Directors upon written request by a unit owner. Such variance shall be granted in writing and may be revoked by a majority vote of the members of the Association. Unpaid fines may result in the assessment against the unit of the violator.

R-1

RULES AND REGULATIONS

- a) Parking of such vehicles cannot deprive any parking space.
- b) There is no cooking or sleeping in the vehicles (this is to pertain to any vehicle).

11. The parking, storing, or use of boats and/or trailers, motorcycles or snowmobiles or minibikes on Association property except in garage units is barred entirely.

a) Winter Restrictive Parking: From November until April there will be no parking in the back of the building due to snow removal.

12. It will be the responsibility of each resident to exercise prudence and reason in the use of radios, stereos, TV's, musical instruments and other devices capable of creating excessive noise, so as not to disturb or annoy another resident.

13. Absentee landlords shall be responsible for their tenants abiding by all rules and regulations. It is further understood that the landlord relinquishes all privileges to his tenants.

14. With respect to architectural control:

- a) No outside antenna, either CB, radio or TV shall be placed on any portion of the exterior common area. The permanent master TV antenna is the exception.
- b) Any and all alterations, interior and exterior, must be approved by the Board of directors or The Architectural Committee.
- c) Clotheslines of any kind are not allowed in the common or un-common areas.
- d) Flowers or flowerboxes are allowed outside with the approval of the membership.
- e) Garden vegetables may be grown outside in the areas that are designated by the Board of Directors of the Association.
- f) Extra wall air conditioners may be installed in the master bedroom only at the expense of the unit owner. Front units must have them installed on East or West wall. Rear units must be installed on the North wall. Pre-approval of plans by the Board is required.

R-2 (continued from previous page)

The Condo Association Board

15. REPLACEMENT OF UNIT AND INSIDE GARAGE DOORS

All UNIT OWNER'S that need to replace existing doors to their UNITS or GARAGES, have to be compliant with the CITY BUILDING CODE. They have to be replaced with FIRE RETARDANT DOORS, by law. (CHAPTER 7 #703.2) FIRE DOOR ASSEMBLIES.

16. NO SMOKING RULE

To enforce the NO SMOKING SIGN, as you enter the main door of the building, smoking is prohibited in the COMMON AREAS of the building. The COMMON AREAS includes all stairways, hallways and the basement area. Smoking is permitted in your own private living UNIT, GARAGE, and OUTDOORS. Doors must be kept closed at all time when smoking.

RULES AND REGULATIONS

* ~~1. MAPLE TERRACE CONDOMINIUM is designed for adults.~~

2. No pets will be permitted to be kept upon the condominium premises except for fish, parakeets, or other similar pets.

* 3. Parking bicycles outside is prohibited, bicycles must be kept in garages or basement areas.

* 4. When barbecuing on the condominium premise, it will be the resident's responsibility to control the fire, smoke and any offensive odors so as not to disturb their neighbors or create a fire hazard. "NOTE": ~~It is mandatory to those residents who barbecue on their patios or balconies that a fire extinguisher be kept nearby.~~ Barbecuing in garages & on balconies is strictly forbidden under any circumstances.

5. Soliciting or selling on any part of the condominium property is prohibited without written consent of the Board of Directors. This includes auction and rummage sales, signs advertising cars, boats, household goods, etc.

* ~~6. All complaints shall be made in writing to the Board of Directors. All complaints must be signed.~~

* 7. The possession of entry keys by residents and family members of residents will be at their own discretion, ~~this is acceptable. Any exception to this, refer them to a member of the Board of Directors.~~

* 8. Storage of flammables ~~fluids and materials~~ in the garages or any other common or limited area (other than Association equipment) is prohibited, ~~and the Board shall have the right to confiscate same.~~ An exception is barbeque lighting fluid.

* 9. ~~Cloths, sheets, blankets, rugs, Clothes lines for laundry or other articles hanging articles (ie: clothing) out or exposed, from or to any common area or limited common area~~ is prohibited.

* 10. Recreational vehicles and campers will be allowed to park in an assigned parking space (behind each resident's garage), with the permission from the Board of Directors. NOTE: The exception see 11a on R-2 continued)

RULES AND REGULATIONS

* a) Parking of such vehicles cannot infringe upon other resident's parking space. ~~deprive any parking space.~~

* ~~b) There is no cooking or sleeping in the vehicles (this is to pertain to any vehicle).~~

11. The parking, storing, or use of boats and/or trailers, motorcycles or snowmobiles or minibikes on Association property except in garage units is barred entirely.

a) Winter Restrictive Parking: From November until April there will be no parking in the back of the building due to snow removal.

* 12. It will be the responsibility of each resident to exercise prudence and reason in ~~the use of radios, the stereos, TV's, musical instruments and other devices capable of not~~ creating excessive noise, so as not to disturb or annoy another resident.

* ~~13. Absentee landlords shall be responsible for their tenants abiding by all the rules and regulations. It is further understood that the landlord relinquishes all privileges to his tenants. (SEE D-4 #11 amended 3/22/2010)~~

* 14. With respect to architectural control:

* a) No outside antenna, satellite dish either ~~CB, radio or TV~~ shall be placed on any portion of the exterior common area. ~~The permanent master TV antenna is the exception.~~

* b) Any and all (structural) alterations, interior and exterior to any unit must be approved by the Board of Directors ~~or the Architectural Committee.~~

c) Clotheslines of any kind are not allowed in the common or uncommon areas.

d) Flower or flower boxes are allowed outside with the approval of the membership.

* ~~e) Garden vegetables may be grown outside in the areas that are designated by the Board of Directors of the Association.~~

f) Extra wall air conditioners may be installed in the master bedroom only at the expense of the unit owner. Front units must have them installed on the East or West wall. Rear units must be installed on the North wall. Pre-approval of plans by the Board is required.

R-2 (continued from previous page)

~~* Amended 1/31/16 per Board of Directors~~