OFFICE OF THE
REGISTER OF DEEDS 5236916

The undersigned, as Register of Deeds of
(COUNTY) Milwaukee
County, Wisconsin, certifies that on
(DATE) DEC 31 1975

there was received and accepted for record in my office, instrument(s) bearing the certificate of the Secretary of State of the State of Wisconsin, and described as

(X) Articles of Incorporation ( ) Amendment(s) to Articles of Incorporation *
( ) Articles of Dissolution ( ) Articles of Merger * ( ) Name Reservation *
( ) Articles of Consolidation * ( ) Restated Articles *
( ) Change of Registered Office and/or Agent ( ) Intent to Dissolve

OF

LIST CORPORATE NAMES HERE MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

(SEAL) Witness my hand and official seal on DEC 31 1975 (DATE)

Walter R. Bargold
Register of Deeds

Please return executed Certificate to:
DOUGLAS LaFOLLETTE, Secretary of State
264 W. Washington Av
Madison, Wisconsin 53702

(* Please identify documents by date of filing with Secretary of State)

[illegible] Recorded Paper

Form 1-Ins. Stock
Certificate of Incorporation

United States of America

STATE OF WISCONSIN
Office of 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 **July 27, 1978** Articles of Incorporation were filed in my office under the provisions of Chapter 181 of the Wisconsin Statutes, for the following corporation formed

WITHOUT STOCK AND NOT FOR PROFIT:

Name **MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.**

Principal Office **2000 West Good Hope Rd**
Glendale, Wisconsin 53217

Purposes for which organized **(a) to serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes, . . .**

I further certify that a certificate has been filed in my office to the effect that a duplicate of said Articles, bearing my certificate, was recorded in the office of the Register of Deeds of **Milwaukee** County, Wisconsin, on **July 31, 1978**

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

In Witness Whereof, I have hereunto set my hand and affixed my official seal, at the Capitol, in the City of Madison, on **August 9, 1978**

Douglas LaFollette

DOUGLAS LAFOLLETTE
Secretary of State

SEE REVERSE FOR MORE INFORMATION

Wisconsin

NS M. 2005

CERTIFICATE OF NEWLY-ELECTED OFFICERS

FILING FEE - $3

STATE OF WISCONSIN
RECEIVED AND FILED

JAN 29 1979

VEL PHILLIPS
SECRETARY OF STATE

For use in reporting first elections of officers and changes thereafter.
DO NOT report elections at which no changes are made.

To: Corporation Division
Office of the Secretary of State
Madison, Wisconsin 53702

Name of Corporation: MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

Address: 2400 West Good Hope Road, Glendale, Wisconsin 53209
(Number and Street and City, State and ZIP code)

A. Principal officers were elected, or changes made, on the ____ day of ____, 19__. Pursuant to such action, the principal officers are

TITLE	NAME	ADDRESS (Number & Street, City, State and ZIP code)
President		
Vice President		
2nd Vice Pres.		
Secretary		
Treasurer		

B. Directors were elected or changes made on the 17th day of January, 19 79. Pursuant to such action the directors are

NAME	ADDRESS (Number & Street, City, State and ZIP code)
Betty Chrustowski	2150 W. Good Hope Rd, #306, Glendale 53209
Marilyn Cooper	2200 W. Good Hope Rd, #223, Glendale 53209
Martha Herrmann	2260 W. Good Hope Rd, #334, Glendale 53209
Ervin Kery	2260 W. Good Hope Rd, #325, Glendale 53209
Michael Marx	2350 W. Good Hope Rd, #260, Glendale 53209
Bernard Rosen	2350 W. Good Hope Rd, #151, Glendale 53209
Sharon Rotter	2420 W. Good Hope Rd, #39, Glendale 53209

Dated January 23rd, 1979
(If corporation has a seal affix here)

(NO SEAL)

Executed
Lynn Dornfeld
President or Secretary

Form electronic and any change in officers or directors must be reported within 30 days. Sec. 180.356 Wis. Statutes

NS M.20105

Wisconsin

STATE OF WISCONSIN
RECEIVED AND FILED

FEB 7 1979

VEL PHILLIPS
SECRETARY OF STATE

CERTIFICATE OF NEWLY-ELECTED OFFICERS

FILING FEE - $3

For use in reporting firm elections of officers and changes thereafter.
DO NOT report elections at which no changes are made.

TO: Corporation Division
Office of the Secretary of State
Madison, Wisconsin 53702

Name of Corporation: MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

Address: 2400 West Good Hope Road, Glendale, Wisconsin 53209
(No. and street & number if any, City, State and ZIP code)

A. Principal officers were elected, or changes made, on the 25 day of January, 19 79. Pursuant to such action, the principal officers are

TITLE	NAME	ADDRESS (No. and street & number if any, City, State and ZIP code)
President	Ervin Kery	2260 W. Good Hope Rd. Unit 325 Glendale, WI. 53209
Vice President	Sharon Rotter	2260 W. Good Hope Rd. Unit 39 Glendale, WI. 53209
2nd Vice Pres.		
Secretary	Marilyn Cooper	2200 W. Good Hope Rd. Unit 223 Glendale, WI. 53209
Treasurer	Martha Bertrams	2260 W. Good Hope Rd. Unit 334 Glendale, WI. 53209

B. Directors were elected or changes made on the 25 day of January, 19 79. Pursuant to such action the directors are

NAME	ADDRESS (No. and street & number if any, City, State and ZIP code)

Dated
(If corporate seal is to be used, affix here)

(NO SEAL)

SIGNED: Ervin Kery

Ervin Kery
President or Secretary

Every election and any change in officers or directors must be reported within 30 days. Sec. 180.726

M 20105

Form 113-Sec. State 1973

DESIGNATION OF REGISTERED AGENT

The undersigned, a principal officer of

MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

a nonstock corporation organized under the laws of Wisconsin, certifies:

Pursuant to a resolution of the board of directors, duly adopted, the registered agent of said corporation in Wisconsin shall be:

Name of Agent: Sharon Rotter

Agent's address: 2400 West Good Hope Road, Glendale, Wisconsin 53209
(Number, street, city & Zip code)

Executed and corporate seal, if any, affixed on January 25, 1979
(Date)

(Affix seal or state that there is no seal)

(NO SEAL)

Lynn Dornfeld
Officer sign

Title Lynn Dornfeld, President

Designation of Reg Agent - Non stock

$1.00

STATE OF WISCONSIN
RECEIVED AND FILED

MAY 08 1979

VEL PHILLIPS
SECRETARY OF STATE

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI. 53209
414-352-5054
FAX: 414-352-7148

03/15/06

To: Unit Owners
From: Board of Directors

Please find attached a revised Executive Summary. This replaces the previous Executive Summary that was distributed to all unit owners in June, 2005.

Wisconsin Statute § 703.33 requires that condominium associations prepare an Executive Summary and distribute it to all unit owners. The Executive Summary is required to be given to purchasers of units by sellers fifteen (15) days prior to closing, pursuant to § 703.33.

This summary is not intended to replace the buyer's review of the condominium Declaration, By-Laws and other condominium disclosure materials nor is it a substitute for professional review of the condominium documents.

Please keep this revised Executive Summary with your Declaration, By-Laws or Rules and Regulations and other condominium materials.

Thank you.

EXECUTIVE SUMMARY

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

Condominium Name: MANCHESTER VILLAGE CONDOMINIUM

How is the condominium association managed?

- What is the name of the condominium association? Manchester Village Owners Association, Inc
- What is the association's mailing address? 2400 W. Good Hope Rd., Glendale, WI 53209
- How is the association managed? ☒ By the unit owners (self-managed) ☐ By a management agent or company ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Property Administrator (management agent/company or other available contact person)
- What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? 2400 W. Good Hope Rd., Glendale, WI 53209 Phone: 414-352-5054; Fax: 414-352-7148

🕮 For specific information about the management of this association, see the Restatement of Declaration of Condominium of Manchester Village Condominium ("Restatement")

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit: 1 How many Outside? 0 How many Inside? 1 ☐ Common element ☒ Limited common element ☐ Included as part of the unit ☐ Separate non-voting units ☐ Depends on individual transaction [check all that apply]
- Do I have to pay any extra parking fees (include separate maintenance charges, if any)? ☒ No ☐ Yes, in the amount of $ _____ per _____ ☐ Other (*specify*): _____
- Are parking assignments reserved or designated on the plat or in the condominium documents? ☐ No ☒ Yes - Where? marked in garage Are parking spaces assigned to a unit by deed? ☐ No ☒ Yes Can parking spaces be transferred between unit owners? ☐ No ☒ Yes
- What parking is available for visitors? Outdoor spaces not exclusively assigned
- What are the parking restrictions at this condominium? No campers, trucks, disabled vehicles, etc. No parking in front of garages.

🕮 For specific information about parking at this condominium, see Addendum to Executive Summary.

May I have any pets at this condominium?

- ☐ No ☒ Yes - What kinds of pets are allowed? dogs, domestic cats, small birds
- What are some of the major restrictions and limitations on pets? dogs and cats cannot exceed 16 inches, only permitted in 2230, 2240, 2250, 2450, 2460 and the first floors of 2300 and 2350; must be leashed and shall not be unattended.

🕮 For specific information about the condominium pet rules, see Restatement

May I rent my condominium unit?

- ☒ No ☐ Yes - What are the major limitations and restrictions on unit rentals? Except may rent to parents, grandparents, or children. Term must be for at least one year. No subdivision of Unit. Owner remains responsible.

📖 For specific information about renting units at this condominium, see _____

Does this condominium have any special amenities and features?

- ☐ No ☒ Yes - What are the major amenities and features? laundry facilities (elevator buildings only), pool, clubhouse
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes - What is the cost? $ _____

📖 For specific information about special amenities, see Restatement

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair all components or installations within or appurtenant to the unit, paint and decorate interior walls and surfaces, maintain limited common elements, and is responsible for the costs to repair any damage to common elements caused by unit owner, guests, invitees, or licensees.

📖 For specific information about unit maintenance and repairs, see Restatement

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

- Common element maintenance, repair and replacement is performed as follows: by the Association as needed.
- How are repairs and replacements of the common elements funded? ☐ Unit owner assessments ☐ Reserve funds ☒ Both ☐ Other (*specify*): _____
- Limited common element maintenance, repairs and replacement is performed as follows: See attached.
- How are repairs and replacements of the limited common elements funded? ☒ Unit owner assessments ☐ Reserve funds ☐ Both ☐ Other (*specify*): by unit owners

📖 For specific information about common element maintenance, repairs and replacements see Restatement

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No **Is there a Statutory Reserve Account (*see note on page 3*)?** ☒ Yes ☐ No

📖 For specific information about this condominium's reserve funds for repairs and replacements, see Restatement

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

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

- Are there any special provisions for the payment of assessment fees that apply only during the developer control period? ☐ No ☐ Yes - Describe these provisions: N/A

📖 For specific information about condominium fees during the developer control period, see

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

- ☒ No ☐ Yes - How many additional units may be added through expansion? _____ units
- When does the expansion period end?
- Who will manage the condominium during the expansion period?

📖 For specific information about condominium expansion plans, see N/A

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

- Describe the rules, restrictions and procedures for altering a unit: See attached.
- Describe the rules, restrictions and procedures for enclosing limited common elements: No awnings or enclosures may be installed on patios or balconies.

📖 For specific information about unit alterations and limited common element enclosures, see Restatement

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

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

📖 For specific information about condominium document amendment procedures and requirements, see Restatement

Other restrictions or features (optional): See attached.

This Executive Summary was prepared on March 10, 2006 (insert date) by Greenberg & Hoeschen, Attorneys for Manchester Village (state name and title or position).

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

This Executive Summary was developed and distributed by the Wisconsin REALTORS® Association (2004).
Drafted by: Attorneys Debra Peterson Conrad (WRA), Jonathan B. Levine, and Lisa M. Pardon (Brennan, Steil & Basting, S.C.)

ADDENDUM TO EXECUTIVE SUMMARY

Parking:

Article III, Description of General Common Elements, of the Restated Declaration indicates that all outdoor parking spaces are general common elements and thus belong to the Condominium Association. Article V, Description of Unit - Limited Common Elements, indicates that there are two hundred eighty-two (282) indoor parking spaces on the condominium. Fifty-six (56) indoor spaces are located in twelve (12) garage buildings. Each is designated by a unit number. These are for the exclusive use of the townhouse unit owners. The elevator buildings contain two hundred twenty-six (226) indoor parking spaces. Two hundred sixteen (216) are designated by the same number as the unit, and are for the exclusive use of the owner.

Ten (10) additional indoor parking spaces are designated by letter on the floor plans. Each of those ten (10) indoor parking spaces have been sold by separate deed to a Unit Owner. Those ten (10) additional parking spaces became appurtenant to the Unit just the same as the numbered spaces that are given to the original purchaser of a condominium unit. The Condominium Association shall not permit a sale of a parking space separate from the sale of the Unit. Therefore, a Unit Owner could sell one of their parking spaces to another Unit Owner. The parking space would then become appurtenant to that Unit. A condominium owner cannot sell a parking space to a non-owner as this parking space would then not be appurtenant to unit ownership.

Limited common elements maintenance, repairs, and replacement is performed as follows:

The unit owner has the duty to maintain limited common elements appurtenant to the unit in good and orderly condition and repair. The Association will be responsible for painting and repairing all other exterior and interior limited common elements and painting exterior limited common elements. The cost of any repairs to the limited common elements by the Association will be assessed to the unit owner.

Describe the rules, restrictions and procedures for altering a unit

A unit owner shall make no changes which will affect the structural integrity of the buildings. Any changes made may not create a nuisance substantially affecting the use and enjoyment of other units or the common elements.

Other restrictions or features (optional):

Satellite dishes are prohibited on common grounds. Satellite dishes may not create a nuisance substantially affecting the use and enjoyment of other units or the common elements.

The Condominium Association has passed a Second Amendment to the Declaration with respect to the payment of legal fees. This Amendment:

- Requires the condominium association to give an owner ten days to cure a violation before the condominium association hires an attorney. Once the attorney is hired, the owner is responsible for the attorney's fees required to bring said unit owner into compliance.
- Requires an owner to pay attorney's fees if the owner wants an interpretation of their legal rights under the condominium documents.
- Requires an owner to pay costs and legal fees if the owner brings an action against the condominium association and loses.
- Requires the condominium association to pay costs and legal fees if the association brings a legal action against an owner and loses.

FIRST AMENDMENT TO RESTATEMENT OF DECLARATION OF CONDOMINIUM OF MANCHESTER VILLAGE CONDOMINIUM

DOC. # 8614858

REGISTER'S OFFICE) SS
Milwaukee County, WI

RECORDED AT 3:47 PM

09-05-2003

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 13.00

REEL 5661 IMAGE 0607

Document Number

Recording Area

Name and Return Address

Greenberg & Hoeschen, LLC
3127 W. Wisconsin Ave.
Milwaukee, Wisconsin 53208

(Parcel Identification Number)

WHEREAS, a Restatement of Declaration of Condominium of Manchester Village Condominium dated 9/12/2001 was recorded in the Office of the Register of Deeds for Milwaukee County on 9/19/2001, Reel 5161, Image 1713, as Document No. 8136167;

WHEREAS, Article XIII, Amendment of Declaration, permits the Declaration to be amended by the written consent of at least 67% of the Unit Owners;

WHEREAS, Wisconsin Statute §703.09(2) indicates that a Declaration may be amended with the written consent of at least two-thirds of the Unit Owners;

WHEREAS, as of September 3, 2003, at least 67% of the Unit Owners, by written consent, consented to the following Amendment to the Restatement of Declaration:

DECLARATION - ARTICLE X

(Add paragraph 14 - Owner Occupancy Restriction)

14. Owner Occupancy Restriction.

A. Effective as of the date of the adoption of this Amendment, all units at Manchester Village Condominium, except as hereinafter stated, shall be owner occupied. For purposes of this provision, "owner occupied" shall mean a unit occupied and used as a private residential dwelling by at least one (1) of the persons listed as the Grantee on the deed or other conveyance of the Unit. In the event the Grantee is not an individual or individuals, owner occupied shall mean at least one (1) shareholder or member of the entity listed as Grantee on the deed or other conveyance.

B. No unit owners shall be allowed to lease or rent their units except:

1. Those unit owners who were leasing or renting their units prior to the adoption of the Owner Occupancy Amendment. Unit owners who were leasing or renting their units prior to adoption of this amendment shall be allowed to continue to lease or rent their units under the terms and conditions stated in Article X, Section 2 of the Declaration. Those unit owners may lease or rent their units so long as they continue to own the unit. Upon the sale or other conveyance of the unit so leased, the Owner Occupancy Amendment shall apply to all future owners, and the leasing or renting of the unit so sold or conveyed shall thereafter cease;

2. Those unit owners who lease or rent their units to their parents, grandparents, or children at any time prior to or after the adoption of the Owner Occupancy Amendment as long as said unit owner is in compliance with the provisions of Article X, Section 2 of the Declaration.

C. This use and occupancy requirement shall apply to any sale or conveyance whether voluntary or involuntary.

WHEREAS, the Amendment does not become effective until it is certified and recorded.

NOW, THEREFORE, pursuant to the Restatement of Declaration and Wisconsin Statute §703.09(2), the Restatement of Declaration Article X is amended to add paragraph 14 thereof, Owner Occupancy Restriction, as previously stated.

Dated at Milwaukee, Wisconsin, this 4th day of Sept., 2003.

*Michael J. Marx, President

*Duncan Talboys, Vice President

AUTHENTICATION

ACKNOWLEDGMENT

STATE OF WISCONSIN)

DESCRIPTION OF MANCHESTER VILLAGE PROPERTY:

PARCEL ONE (1) CERTIFIED SURVEY MAP NO. 2055 of a part of the South West One-Quarter (1/4) of SECTION EIGHTEEN (18), in Township Eight (8) North, Range Twenty-two (22) East, in the City of Glendale, County of Milwaukee, State of Wisconsin, recorded on March 30, 1973, Reel 711, Images 1751 to 1754 inclusive, as Document No. 4749608.

REEL 5661 IMAGE 6608

SECOND AMENDMENT TO RESTATEMENT OF DECLARATION OF CONDOMINIUM OF MANCHESTER VILLAGE CONDOMINIUM

Document Number

DOC.# 09126144

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 11/07/2005 02:03PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 17.00

Recording Area

Name and Return Address

Greenberg & Hoeschen, LLC
3127 W. Wisconsin Ave.
Milwaukee, Wisconsin 53208

(Parcel Identification Number)

WHEREAS, a Restatement of Declaration of Condominium of Manchester Village Condominium dated 9/12/2001 was recorded in the Office of the Register of Deeds for Milwaukee County on 9/19/2001, Reel 5161, Image 1713, as Document No. 8136167;

WHEREAS, Article XIII, Amendment of Declaration, permits the Declaration to be amended by the written consent of at least 67% of the Unit Owners;

WHEREAS, Wisconsin Statute §703.09(2) indicates that a Declaration may be amended with the written consent of at least two-thirds of the Unit Owners;

WHEREAS, the First Amendment to Restatement of Declaration of Condominium of Manchester Village Condominium regarding an amendment to Article X by adding paragraph 14 thereof - Owner Occupancy Restriction) was dated September 4, 2003, and recorded with the Office of the Register of Deeds of Milwaukee County on 9/5/2003 as Document No. 8614858, Reel #5661, Image 6607;

WHEREAS, as of OCTOBER 7 2005, at least 67% of the Unit Owners, by written consent, consented to the following Second Amendment to the Restatement of Declaration. The consents so obtained have been approved by the mortgagee of each unit, if any, pursuant to Wisconsin Statute §703.09(2).

THE DECLARATION ARTICLE IX SHALL BE RESTATED AND RE-TITLED AS FOLLOWS:

ARTICLE IX
ASSESSMENTS - LEGAL FEES

1. Assessments.

According to the By-laws of the Association, each unit owner is liable for a percentage of all common expenses relating to the Building - Limited Common Elements and the percentage of the building heating cost.

Monthly maintenance fees shall be due on the first (1st) of each month and payable by the tenth (10th) of each month. Any monthly maintenance fee paid after the tenth (10th) of the month shall be delinquent, and the unit owner will be charged a late fee to be determined by the Board of Directors.

SPECIAL ASSESSMENTS: A special assessment may be imposed upon unit owners for purposes including but in no way limited to:

a. Repair, renovation, replacement, and improvement expenses to the common elements.
b. Purchases of fixtures or personalty.
c. Balancing operational deficits
d. Non-recurring items (litigation cost, etc.)
e. Annual assessments uncollected by virtue of the defaults of one or more unit owners.

SPECIAL ASSESSMENT and INSTALLMENTS shall be paid on or before ten (10) days after the special assessment is due. Any special assessment or installment received after the ten (10) days shall be considered delinquent and the unit owner will be charged a delinquent fee at a rate to be determined by the Board of Directors. All payments will be first applied to the late fee, then to the special assessment.

The lien for unpaid assessments incurred with respect to filing a lien, foreclosing a lien, or collection of such assessments by Court enforcement or other means, or enforcement of such lien provided in the Act, shall also secure reasonable attorney's fees incurred with respect to filing a lien by the Association incident to the collection of such assessments or enforcement of such lien. In any foreclosure of a line for assessments, the owner of a unit subject to a lien shall be required to pay a reasonable rental for the unit from the time of foreclosure until the unit is sold to a third party, and the Association shall be entitled to the appointment of a receiver to collect the same.

action, shall be responsible for any and all legal fees incurred with respect to retention of such attorney for enforcement.

b. The Declaration, By-laws and all Rules and Regulations promulgated thereunder shall be strictly enforced by the Board of Directors of the Association. In the event the Association is required to retain an attorney for purposes of seeking Court enforcement of any Association Declaration, By-laws or Rules and Regulations, or for seeking a restraining order or other order requiring a unit owner to specifically perform or to strictly conform to said Declaration, By-laws and Rules and Regulations, then, in each instance wherein the Association prevails in said action, the unit owner shall be strictly and solely responsible for any and all costs incurred in such process, including but not limited to court costs, service fees, witness fees, attorney fees, and any and all other disbursements incurred with respect to the relief sought by the Association. The unit owner, after being tendered a bill of costs, shall have five (5) days to pay the same in full. Such charges as incurred by the Association for the afore-referenced shall be charged and assessed against the unit owner's unit and shall be deemed to be a lien against said unit, and may be enforced and collected, if not timely paid, as an assessment for common expenses including the foreclosure of the lien therefor.

c. If a unit owner requests an opinion or interpretation as to their legal rights under the Declaration, By-laws, or Rules and Regulations, the unit owner shall be solely responsible for the cost incurred by the Association to retain an attorney for such opinion and/or interpretation.

d. If a unit owner brings an action against the Association, whether it be administrative or through the legal system, and in the event if the unit owner is unsuccessful and the Association is adjudicated the winning or successful party in such action, the unit owner shall be responsible for any and all legal fees or costs incurred by the Association with respect to defending such Administrative Action or lawsuit. The unit owner, after being tendered a bill of costs, shall have five (5) days to pay the same in full. Such charges as incurred by the Association for the afore-referenced shall be charged and assessed against the unit owner's unit and shall be deemed to be a lien against said unit and may be enforced and collected if not timely paid as an assessment for common expenses including the foreclosure of lien therefor.

e. If the Association brings an action against a unit owner, whether it be administrative or through the legal system, and in the event if the Association is unsuccessful and the unit owner is adjudicated the winning or successful party in such action, the Association shall be responsible for any and all legal fees or costs incurred by the unit owner with respect to defending such administrative action or lawsuit. The Association, after being tendered a bill of costs, shall have five (5) days to pay the same in full.

WHEREAS, the Amendment does not become effective until it is certified and recorded.

NOW, THEREFORE, pursuant to the Restatement of Declaration and Wisconsin Statute §703.09(2), the Restatement of Declaration Article IX is amended and restated and re-titled as previously stated.

Dated at Milwaukee, Wisconsin, this 7TH day of OCTOBER, 2005.

*Michael J. Marx, President

*Duncan Talboys, Vice President

AUTHENTICATION

Signature(s) of Michael J. Marx and Duncan Talboys authenticated this 7th day of October, 2005.

*Martin J. Greenberg or Brad L. F. Hoeschen

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

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) §
MILWAUKEE COUNTY)

Personally came before me this ____ day of _____, 2005, the above named _____ _____ to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

_____
*

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI. 53209
414-352-5054

03/16/07

To: Unit Owners/Residents
From: Board of Directors

Please find copy of Amendment To Health And Safety Restrictions Rule Adopted 08/16/04.

Keep this copy with your Declaration and By-Laws, the Executive Summary, and other condominium documents.

Thank you.

AMENDMENT TO HEALTH AND SAFETY RESTRICTIONS
RULE ADOPTED 08/16/04

03-16-07

Section 1.1 would be changed to:

1.1 Any person who is in a Unit or on Common Elements as a unit owner, a tenant, or as a guest or invitee of the unit owner or tenant is restricted and prohibited from any behavior, conduct, activity or action of any kind or nature which:

A Is a nuisance, constitutes acts which are in the nature of disorderly conduct, or the use of offensive language.

B Is immoral or improper or offense in the opinion of the Board of Directors.

C Is in violation of Wisconsin Statutes, the Declarations, By-Laws, or these Rules and Regulations; or

D Unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the condominium by other owners or residents, including disturbances.

1.2 REMEDIES

A The Board shall be empowered to use any and all remedies to enforce these Health and Safety Restrictions including, but not limited to, injunctive relief and fines. The Unit Owner shall be responsible for all costs incurred including attorney fees.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI. 53209
414-352-5054
FAX: 414-352-7148

11/17/05

To: Unit Owners
From: Board of Directors

The State of Wisconsin is requiring all Condominiums Associations to establish a Statutory Reserve Account or SRA unless a majority of owners vote not to approve an SRA.

Establishing an SRA is NOT an assessment, rather it is a reclassification of an existing Reserve Account.

The purpose of the SRA is for funding capital repairs such as roofs, furnaces, driveways, and carpeting or in our recent case sidewalks, etc.

The SRA does not affect an existing reserve account. An Association may have an already established reserve account as well as the SRA.

MVOA would designate an established reserve account as the SRA for our Association.

The SRA offers protection from diverting reserve funds for purposes other than capital repairs. Two-Thirds (2/3rds) votes of the owners are required to authorize the transfer of funds from the SRA to the operating account. The Association then must replace funds transferred to the operating account from the SRA within three (3) years of the withdrawal.

The Association may discontinue the SRA at a later date.

THE STATE OF WISCONSIN, OUR ATTORNEY, MARTY GREENBERG, AND THE BOARD STRONGLY RECOMMEND THAT THE ASSOCIATION SHOULD ESTABLISH A STATUTORY RESERVE ACCOUNT.

Therefore, the Board encourages your "YES" vote on the attached consent form.

Please sign and return the attached consent form to the office by January 15, 2006.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI. 53209
414-352-5054
FAX: 414-352-7148

1/17/05

To: Unit Owners/Residents

Manchester Village has received requests to install individual satellite dishes on the roofs of our buildings. The Board is charged with preserving the structural and architectural integrity of its buildings. It is also obligated to limit liability and prevent damage to the property, including but not limited to parapets and roofs of the buildings.

It becomes clear that the placement of satellite dishes and other antennas throughout the complex would not only result in damage to our property but may create the devaluation of our property.

To avoid any possibility of being arbitrary, the Board solicited a legal opinion regarding satellite dishes and other antennas on the common grounds. It has been determined that Federal regulation 47 C. F. R. § 1.4000 regulates the rules and regulations that can be enacted regarding the installation, maintenance, or use of antennas, including satellite dishes. The FCC has confirmed that condominium associations may protect their common elements such as roofs, parapets, and grounds from the installation of this type of equipment.

Based on this legal opinion, the Board has approved the attached resolution prohibiting the installation of individual satellite dishes and other antennas on the common areas of the property.

The Board will investigate the feasibility and cost of alternative means to provide this technology to those willing to accept the costs for this service.

Manchester Village will remove, at its own expense, any satellite dishes or other antennas previously installed no later than 180 days after the execution of the resolution. For those unit owners who previously complied with the regulations regarding this equipment and have active agreements with providers, Manchester Village will extend the time period for removal to the expiration date of the service agreement. Please deliver a copy of your current agreement to the office, if you have not already done so.

Enclosed is a copy of the Resolution.

Please place this very important document with the copy of your Declaration and By Laws.

Sincerely,

Michael J. Marx
President

RESOLUTIONS
OF
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

The undersigned, being all of the Directors of MANCHESTER VILLAGE OWNERS ASSOCIATION, INC., (hereinafter Manchester Village), hereby consent to the following resolutions.

WHEREAS, Manchester Village has no legal obligation to allow satellite dish and other antennas in common elements that are not under the exclusive control of a unit owner, and;

WHEREAS, Manchester Village has voluntarily allowed as an accommodation the installation of satellite dish and other antennas in the parapets immediately adjacent to the roof on certain Manchester buildings subject to restrictions regarding the placement of satellite dish and other antennas, the placement of wiring, and the methods and manner of installation, and;

WHEREAS, the parapets are common elements that are not under the exclusive control of a unit owner, and;

WHEREAS, Manchester Village desires to protect the structural and architectural integrity of its buildings and to further prevent damage to the parapets and roofs of its buildings which have been damaged and could be additionally damaged by satellite dish and other antenna installations, and;

WHEREAS, Manchester Village desires to protect the common elements surrounding exclusively controlled areas by unit owners such as exterior walls from damage that could be caused from the installation of both the satellite dish and other antennas and the necessary wiring, and;

WHEREAS, Manchester Village desires to prevent any and all liability incurred from the installation of satellite dish and other antennas, and;

WHEREAS, Manchester Village desires to reduce the costs and administration incurred due to the application, installation, and maintenance of satellite dish and other antennas.

RESOLVED, that:

1. The installation of any and all satellite dish or other antenna in any common element that is not under the exclusive control of any unit owner is hereby prohibited effective the date of these resolutions.

2. All satellite dish and other antennas that have been installed shall be removed by Manchester Village at its expense no later than 180 days after the date of these resolutions.

3. The time period to remove the satellite dish or other antennas shall be extended to the expiration of the term of a service agreement if the unit owners who have executed a service agreement with their satellite programming provider prior to the adoption of this resolution deliver a copy to Manchester Village.

FURTHER RESOLVED, that Manchester Village Owner's Association is hereby authorized to take any and all other and further actions in order to facilitate the execution of the terms of this resolution.

Dated this 18TH day of January 2005.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

By:

By:

By:

By:

By:

By:

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE WI 53209
414-352-5054
FAX: 414-352-7148
email: manchestervill9515@att.net

04/02/15

To: Unit Owners/Residents
From: Board of Directors

REVISED PET RESOLUTION

Please keep this Resolution with the copies of your Declaration and By-Laws, Amendments, Executive Summary and other Rules and Regulations.

Thank you.

RESOLUTIONS
OF
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

The undersigned, being all of the Directors of MANCHESTER VILLAGE OWNERS ASSOCIATION, INC., (hereinafter Manchester Village), herby consent to the following resolutions.

WHEREAS, Article X Section 6 of the Restatement of Declaration of Condominium of Manchester Village Condominium states that "Dogs and domestic cats shall be permitted in any of the units in building number 2230, 2240, 2250, 2450, 2460, and on the first floor only in buildings 2300 and 2350," and;

WHEREAS, despite the fact that the Declaration prohibits pets in units not delineated in the Declaration, there has been some confusion as to whether pet sitting and visiting pets are allowed in non-pet units, and;

WHEREAS, Manchester Village desires to clarify any confusion surrounding the Declaration, and;

WHEREAS, Manchester Village desires to preserve and protect the condition of the common elements for the use and enjoyment of all unit owners, guests, and invitees, and;

WHEREAS, Manchester Village desires to protect those unit owner's interests who purchased their units with the understanding that certain units and areas would be free of pets.

RESOLVED, that:

1. Pets are not allowed in any building, other than those specified in the Declaration. This means that no pets shall be allowed in any of the non-pet units for any reason including, but not limited to, visiting pets and for purposes of pet sitting.

2. Pet droppings shall be immediately picked up and disposed of properly.

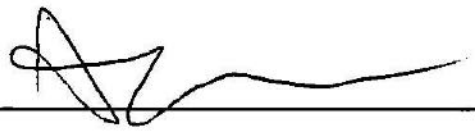
3. Permitted pets allowed in the Declaration shall be leashed at all times when not in a unit owner's unit and shall be within the unit owner's control. Permitted pets shall not be left unattended on a patio or in a common area.

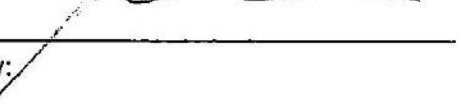
FURTHER RESOLVED, that Manchester Village Owner's Association is hereby authorized to use any and all remedies to enforce these Pet Rules including, but not limited to, injunctive relief and fines. The unit owner shall be responsible for all costs incurred including attorney fees.

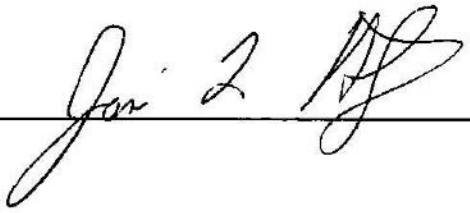
Dated this 10th day of March 2015.

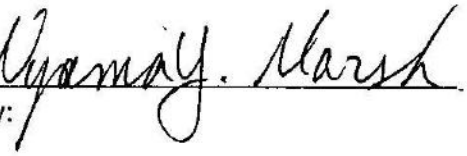
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

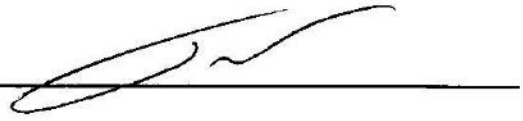
By: 

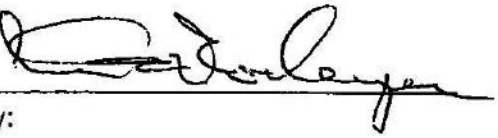
By: 

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MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI 53209
414-352-5054
FAX: 414-352-7148

9/12/2012

To: Unit Owners/Residents

From: Board of Directors

Re: Resolution of Fines

Please keep this important Resolution dated 8/29/2012 with copies of your Declaration and By-Laws, Amendments, Executive Summary, and other Rules and Regulations.

Thank you.

RESOLUTION
of
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

The undersigned, being all of the Directors of MANCHESTER VILLAGE OWNERS ASSOCIATION, INC., (hereinafter Manchester Village), hereby consent to the following resolutions:

WHEREAS, Section 3 of Bylaws, Powers and Duties, indicate that the Board has the power and duty to make and enforce, including enforcement through the establishment of a system of fines, rules and regulations and amendments thereto from time to time regarding the operation, use and occupancy of the condominium property; and

WHEREAS, Manchester Village has experienced difficulty with Unit Owners in the initial and continued violation of the Declaration, Bylaws, and Rules and Regulations thereunder; and

WHEREAS, Manchester Village believes that a system of fines pursuant to Section 3 of the Bylaws will help alleviate the violation of Manchester Declaration, Bylaws, Rules and Regulations.

RESOLVE THAT:

1. The violation by any owner, occupant, tenant or guest of the provisions of the condominium documents (Declaration, Bylaws, Rules and Regulations) of Manchester Village shall be grounds for assessment by Manchester Village, acting through its duly constituted Board of Directors, of monetary fines against the involved unit owner. Such unit owner shall be deemed responsible for such violations, whether they occur as a result of his or her personal actions or the actions of his or her family, guest, tenants or other persons admitted through such owners to the condominium premises. In the event of such violation, Manchester Village shall give notice of the violation, including the Condominium document provision violated, together with a description of the factual nature of the alleged offense set forth in such reasonable specificity as will place the Unit Owner on notice as to the violations, which notice shall be sent by first class mail, postage prepaid, fax, or personal delivery at the unit's address. After the mailing, faxing or personal delivery of the afore-referenced notice, the Unit Owner shall have seven (7) days to cure such violation and come into compliance with the provision as violated in the Condominium documents.

In the event the Unit Owner has not cured the violation within the seven (7) day period as afore-referenced, time being deemed of the essence, Manchester Village shall have the right to fine the offending Unit Owner. The following fines shall apply:

$25 for failing to cure violation within the seven (7) day cure period.
$50 for each week thereafter that the violation is not cured.

In the event a unit owner receives notice of a violation and cures the violation within the seven (7) day period to cure, and thereafter if cited for the same or similar violation, on each occasion cited for the same or similar violation, the unit owner shall be fined $25 regardless as to whether or not the violation is cured, and if not cured within seven (7) days of being cited, $50 for each week thereafter that the violation is not cured.

The Board of Directors may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation. Nothing in this rule shall be construed as to prevent Manchester Village from pursuing any other remedy under the Condominium Documents or the Wisconsin Condominium Act for such violations, or from combining a fine with any other remedy or requirement to redress any violations.

The fines levied pursuant to the above-stated rules and regulations shall be assessed against the Unit Owner and shall be due and payable together with the regular monthly installment of the Annual Assessment next becoming due on the first day of the following month. Failure to pay the fine will subject the Unit Owner to all liabilities set forth in the Condominium Documents and remedies set forth in Wisconsin Statutes, Section 703.24.

All unpaid amounts shall further constitute a lien on the owner's Unit, enforceable as set forth in the Condominium Documents and the Wisconsin Condominium Act.

Dated this 29TH day of AUGUST, 2012

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

By:

By:

By:

By:

By:

By:

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI. 53209
414-352-5054
FAX: 414-352-7148

June 12, 2015

To: Unit Owners/Residents

From: Board of Directors

Re: Hardwood Floor Resolution

Please replace this Hardwood Floor Resolution with the previous Hardwood Floor Resolution. The date on the first page of the resolution, fourth paragraph, was corrected.

Keep this Resolution with your Decs & By-Laws, Amendments, Executive Summary, Resolutions, Rules and Regulations.

Thank you.

RESOLUTION
OF
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

The undersigned, being all of the Directors of MANCHESTER VILLAGE OWNERS ASSOCIATION, INC., (hereinafter Manchester Village), Hereby consent to the following resolution:

WHEREAS, Manchester Village Owners Association, Inc. (Manchester Village) has the power pursuant to Article V, Section 3, of its Bylaws to make and enforce rules and regulations from time to time regarding the operation, use and occupancy of the Condominium property;

WHEREAS, Wisconsin Statute ' 703.13(5a) indicates that a Unit Owner may make any improvements or alterations within his or her unit that do not create a nuisance substantially affecting the use and enjoyment of other units or the common elements;

WHEREAS, on May 14, 2015, the Board resolved that any new installation by Unit Owner for such flooring on any floor of Units, in all areas of the Unit except the kitchen, bathroom and foyer areas, shall have special soundproof or noise control padding underneath the subject flooring. Any Unit owner who replaces existing flooring shall be subject to this Rule. Any Unit Owner that seeks to install such flooring shall first notify in writing the Condominium Management. Condominium Management shall receive certification from the floor installer that the Unit Owner has installed special soundproof or noise control padding underneath the flooring. Failure to tender the certification from the floor installer to Condominium Management and/or to install the noise soundproofing materials as herein specified shall result in Manchester Village having the right to require the Unit Owner to remove said flooring in compliance with the terms of this Rule.

WHEREAS, the installation and use of such flooring has interfered with the quiet use and enjoyment of condominiums by other Unit Owners;

WHEREAS, the Board of Directors now feels that installation of Hardwood, Laminate or engineered wood flooring will be allowable under these specific guidelines to unit owners upon approval of said materials.

The Hardwood flooring request will only be approved for floors a MINIMUM of 12.7 MM in thickness or ½ inch with the sound proofing pad already glued to each individual board. Installers must also use a minimum 6 MM plastic as a moisture barrier beneath said flooring. There will be samples available in the office to view to help with specific questions before making requests.

Now, THEREFORE, be it resolved from this date forward that the installation of Hardwood, Laminate, or engineered wood floors that meet the approval requirements of the Board of Directors will be allowed.

Dated this 14th day of May, 2015.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

BY:

BY:

BY:

BY:

BY:

BY:

BY:

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE WI 53209
414-352-5054
FAX: 414-352-7148

October 10, 2013

To: Unit Owners/Residents
From: Board of Directors

Re: Resolution prohibiting installation of washing machines & dryers in individual units in elevator buildings

Please keep this Resolution with your Decs & By-Laws, Amendments, Executive Summary, Resolutions, Rules and Regulations.

Thank you.

RESOLUTION
of
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

The undersigned, being all of the Directors of MANCHESTER VILLAGE OWNERS ASSOCIATION, INC., (hereinafter Manchester Village), hereby consent to the following resolution:

WHEREAS, Manchester Village Owners Association, Inc. (Manchester Village) has the power pursuant to Article V, Section 3, of its Bylaws to make and enforce rules and regulations from time to time regarding the operation, use and occupancy of the Condominium property;

WHEREAS, Wisconsin Statute '703.13(5a) indicates that a Unit Owner may make any improvements or alterations within his or her unit that do not create a nuisance substantially affecting the use and enjoyment of other units or the common elements;

WHEREAS, it has been reported that a Unit Owner has attempted to install a washing machine inside her unit in an elevator building;

WHEREAS, Manchester Village provides as a limited common element, convenient laundry facilities in each elevator building, which include washers and dryers;

WHEREAS, the Board of Directors has been advised that the installation of a washing machine in a unit has the possibility of causing pipes to clog and may cause future backups of our drainage to other units within in the building, and the installation of a washing machine in a unit has the possibility of obstructing and/or denying the use of common elements to other Unit Owners, and that the individual units are not equipped for a washer/dryer hookup; and

WHEREAS, the Board of Directors seeks to impose a Rule affecting any future installation of washing machines and/or dryers in a Unit in an elevator building.

NOW, THEREFORE, be it resolved, that washing machines and dryers may not be installed in an individual unit in elevator buildings. In the event that Manchester Village determines that a Unit Owner has installed a washing machine or dryer, Manchester Village has the right to immediately request its withdrawal, and the Unit Owner shall be responsible and indemnify Manchester Village for any and all costs and legal fees incurred as a result of such removal or damages caused as result of such installation.

Dated this 25th day of September, 2013.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE WI 53209
414-352-5054
FAX: 414-352-7148

October 21, 2013

To: Unit Owners/Residents

From: Board of Directors

Re: Domicile Address Resolution

Please keep this Resolution with your Decs & By-Laws, Amendments, Executive Summary, Resolutions, Rules and Regulations.

Thank you.

RESOLUTION
of
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

The undersigned, being all of the Directors of MANCHESTER VILLAGE OWNERS ASSOCIATION, INC., (hereinafter Manchester Village), hereby consent to the following resolutions:

WHEREAS, Manchester Village has the power pursuant to Article V, Section 3, of its Bylaws to make and enforce rules and regulations from time to time regarding the operation, use and occupancy of the Condominium property;

WHEREAS, Article VI, Section 1, Roster of Unit Owners, of the By-laws requires the Association to maintain a current roster of names and addresses of every Unit Owner upon which notice of meetings of the Association shall be served, and that the Unit Owner shall furnish the Association with his or her name and current mailing address;

WHEREAS, Wisconsin Statute §703.15(4) also requires every Unit Owner to furnish the Association with his or her name and current mailing address;

WHEREAS, Manchester has Owners that have title to their condominium unit but do not physically live in the condominium unit, and the unit is occupied by one or more persons qualified under the Declaration Occupancy Amendment;

WHEREAS, in some instances Owners will give Manchester Village the condominium address, which is the current mailing address, but not their domicile address or where they permanently and physically reside;

WHEREAS, the Condominium Association has run into difficulties in communicating with Owners where the unit occupant has violated the Condominium Declaration, By-laws, and Rules and Regulations promulgated thereunder;

WHEREAS, Manchester Village has an obligation to strictly enforce its Condominium Declaration, By-laws, and Rules and Regulations promulgated thereunder;

WHEREAS, it is impossible to enforce said Condominium documents without having the correct address of the Owner and the Occupant wherein they are domiciled and physically reside;

WHEREAS, it is in the best interest of Manchester Village with respect to its ability to operate the Condominium property by having the actual address and domicile of the true and lawful Owner of the Unit;

WHEREAS, under Article X of the Declaration, Manchester Village has the power to act as a Power of Attorney for the lawful Unit Owner with respect to taking legal proceedings in the event the Unit Owner does not against parties who occupy the unit and who violate the Condominium Documents;

WHEREAS, it is imperative that the Manchester Village have the ability to communicate with the true and lawful Unit Owner at their true and correct address where they are domiciled and physically live.

NOW, THEREFORE, be it resolved that in addition to the By-law and State statute provision requiring that every Unit Owner has the obligation to furnish their name and current mailing address, every Unit Owner who is in title to a unit shall have the obligation, in addition to furnishing their address where they can be reached for service of process, i.e. their principal and permanent place of residency and/or their domicile. Failure to provide such information shall be a basis to fine the Owner under the Manchester Village power to enforce these documents.

Dated this 21st day of OCTOBER, 2013.

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

By: _____

By: _____

By: _____

By: _____

By: _____

Martin J. Greenberg

Brad L. F. Hoeschen

Navdeep Singh

Jill Draeger

Jordana Thomadsen

GREENBERG & HOESCHEN

3127 West Wisconsin Avenue
Milwaukee, WI 53208
Phone: 414-271-4849
Fax: 414-271-1884

MEMORANDUM

TO: Manchester Village Board of Directors

FROM: Martin J. Greenberg

DATE: June 18, 2007

RE: Patio Extensions--Stepping Stones – Legal Opinion

You have requested a legal opinion as to the legality of certain stepping stones placed by Unit Owners in the Common Element outside of their patio area, which is denominated as a Limited Common Element.

The area in question is not the area described in Article V (Description of Unit - Limited Common Elements) (1) the outside patio, but is more particularly described in Article III (Description of General Common Elements - the landscape areas and facilities). Article VIII, Section 5 specifically states "An owner shall not paint or alter the appearance of the common elements."

Article X (Restriction of the Use and Transfer) Section 7, indicates "No owner shall cause or permit the Common Elements, except the Unit - Limited Common Elements to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements." Article X, Section 8 indicates "No unit owners, within their unit or anywhere on the Condominium shall store, collect, permit or use materials or products which will increase the rate of insurance."

Finally, Article VIII of the By-Laws (Obligations of the Unit Owners), Section 2 (Use of Common Areas and Facilities), indicates that "No unit owner shall place or cause to be placed any objects of any kind in the Common Elements, except in the unit - Limited Common Elements appurtenant to his/her unit, unless otherwise prohibited by the Declarations, these By-Laws or any other rules and regulations of the Association.

Wisconsin Statute §703.06, Alterations Prohibited, indicates that "Except as otherwise provided in this chapter, no unit owner may make any alteration that would jeopardize the soundness or safety of the property, reduce the value thereof; impair any easement or hereditament, or change the exterior appearance of a unit or any other portion of the condominium not part of the unit." Wisconsin Statute §703.14, Use of common elements, indicates that "...the common elements are subject to mutual rights of support, access, use

and enjoyment by all unit owners."

It is clear from a combination of these sections that stepping stones placed in Common Elements by unit owners is prohibited by the condominium documents.

With respect to the issue of stepping stones, it appears that the Condominium Association for some years has not strictly enforced these Declaration, By-Law and statutory provisions as it relates to the placing of stepping stones in the Common Elements.

There is danger in Condominium Associations not strictly enforcing Declarations and By-Laws. Provisions that are not strictly enforced, under the legal concept of selective enforcement, may be waived or the Board estopped from enforcement against future violations, which opens the Board to legal exposure from unit owners who bought in on strict enforcement.

I also have grave concerns with respect to insurance issues. There is a reason why no objects are to be placed in the Common Elements – it increases the rate of insurance and could ultimately affect not only the rates but the possibility of cancellation of our insurance policy. If some form of continued use of the stepping stones is ultimately agreed upon, either the Association must resolve itself to personal injury exposure or we must have some hold harmless and indemnification from unit owners who have placed the objects in the Common Elements, taking full responsibility for any injuries that might occur to themselves and/or other unit owners or invitees as a result of such placement, holding the Association harmless.

What options are currently available? It is the undersigned's strong recommendation that the Association remove all stepping stones from the Common Element, bring those areas into compliance with the Declaration, By-Law and state statutes, and strictly enforce the provisions therefor for all of the reasons as hereinbefore stated.

This issue should be a discussion of your Board as it has important legal implications.

Marvin J. Greenberg

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.
2400 WEST GOOD HOPE ROAD
GLENDALE, WI. 53209
414-352-5054

06/28/07

To: Unit Owners/Residents
From: Board of Directors

RE: Patio Extensions/ Stepping Stones

Several unit owners have added patio extensions-stepping stones that encroach on common areas.

The Association has obtained a legal opinion from Atty. Martin Greenberg regarding the legality of these patio extensions-stepping stones. (Please see legal opinion attached).

Our insurance agent, Craig Lemke, from Republic Associates of Wisconsin, Inc. has issued an opinion as to how these patio extensions-stepping stones may affect the Association's insurance policy. (Please see attached).

The Board of Directors upon the recommendations of both Atty. Martin Greenberg and our insurance agent, Craig Lemke, are requesting that all unit owners with patio extensions-stepping stones remove them from the common areas.

Please keep this legal opinion with your Declaration and By-Laws, Executive Summary, and other rules and regulations.

Thank you.