Document Number

**FOURTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODLAND HILLS II CONDOMINIUM**

Title of Document

4273018

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
April 20, 2017 02:36 PM
James R Behrend
Register of Deeds
10 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00
Book Page -

Recording Area

Name and Return Address
Daniel J. Habeck
Cramer, Multhauf & Hammes, LLP
PO Box 558
Waukesha, WI 53187-0558

See attached
Parcel Identification Number (PIN)

THIS FOURTH AMENDMENT to Declaration of Condominium of Woodland Hills II Condominium is made by Woodland Hills Development by Belman, Inc. (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woodland Hills Condominium dated August 6, 2015, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on August 7, 2015, as Document No. 4159321, hereinafter referred to as the "Declaration."

**WITNESSETH**

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts of the real estate described on the Condominium Plat, and Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional forty four (44) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter the "Phase V Property") containing two (2) buildings consisting of four (4) units.

The Phase V Property and the additional buildings and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit in any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase V Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase V Property described in Exhibit 4-A attached hereto and the additional building and improvements thereon to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "eighteen (18)" therefrom and replacing it with the number "twenty-two (22)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

> "1. Ownership. The ownership in each Unit shall include a 1/22 undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal descriptions for Phase V set forth on Exhibit 4-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 4-B-1, 4-B-2 and 4-B-3 attached hereto.

5. Exhibit C of the Declaration is replaced by Exhibit 4-C attached hereto.

6. Exhibit D of the Declaration is amended to add Exhibits 4-D-1 and 4-D-2 attached hereto.

7. Exhibit E of the Declaration is deleted and replaced with Exhibit 4-E attached hereto.

8. By constructing the new building and submitting the Phase V Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

9. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings located on the Phase I, Phase II, Phase III, Phase IV and Phase V Property as though all had been fully set forth therein at the time of recording the Declaration.

Executed this 19 day of April, 2017.

WOODLAND HILLS DEVELOPMENT
BY BELMAN, INC.

By:_____
Don Belman, President

STATE OF WISCONSIN )
) ss.
COUNTY OF WAUKESHA )

Personally came before me this 19 day of April, 2017, the above-named Don Belman, the President of Woodland Hills Development by Belman, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha Co., WI
My Commission expires July 8, 2017

This instrument drafted by:
Daniel J. Habeck
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
(262) 542-4278



**EXHIBIT 4-A**

LEGAL DESCRIPTION – PHASE IV

BEING A PART OF LOT 1 OF WOODLAND HILLS, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 31, T.7N. R.19E. CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 1; THENCE N78°06'28"W, ALONG THE NORTH RIGHT-OF-WAY OF SUMMIT AVENUE, 60.20 FEET; THENCE CONTINUING ALONG SUMMIT AVENUE, 370.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 2351.83 FEET, WHOSE CHORD BEARS N84°30'50"W, 370.54 FEET; THENCE N58°52'43"E, ALONG THE EXISTING STORM SEWER EASEMENT, 258.94 FEET, TO THE POINT OF BEGINNING;

THENCE N31°13'11"W, 101.05 FEET, TO THE SOUTH RIGHT-OF-WAY OF CONIFER COURT; THENCE N60°20'40"E, ALONG THE SOUTH RIGHT-OF-WAY OF CONIFER COURT, 103.69 FEET; THENCE S29°39'20"E, 98.43 FEET, TO A POINT ON THE EXISTING STORM SEWER EASEMENT; THENCE S58°52'43"W, ALONG THE EXISTING STORM SEWER EASEMENT, 100.96 FEET TO THE POINT OF BEGINNING

SAID LANDS CONTAIN 10,204 SQUARE FEET (0.23 ACRES).
(PHASE LINE FOR BUILDING 47)

AND

BEING A PART OF LOT 2 OF WOODLAND HILLS, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 31, T.7N. R.19E. CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 AND THE CORNER OF HAWTHORN HILL DRIVE AND WOODLAND HILLS DRIVE; THENCE N80°21'22"W, ALONG THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, 141.16 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N80°21'22"W, ALONG THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, 119.11 FEET, THENCE N09°38'38"E, 94.69 FEET, TO A POINT ON THE EXISTING STORM SEWER EASEMENT; THENCE S80°15'24"E, ALONG THE EXISTING STORM SEWER EASEMENT, 109.37 FEET; THENCE CONTINUING ALONG SAID STORM SEWER EASEMENT S80°25'28"E, 9.63 FEET; THENCE S09°34'32"W, 94.51 FEET, TO THE POINT OF BEGINNING

SAID LANDS CONTAIN 10,261 SQUARE FEET (0.26 ACRES).
(PHASE LINE FOR BUILDING 43)

EXHIBIT 4-B-1

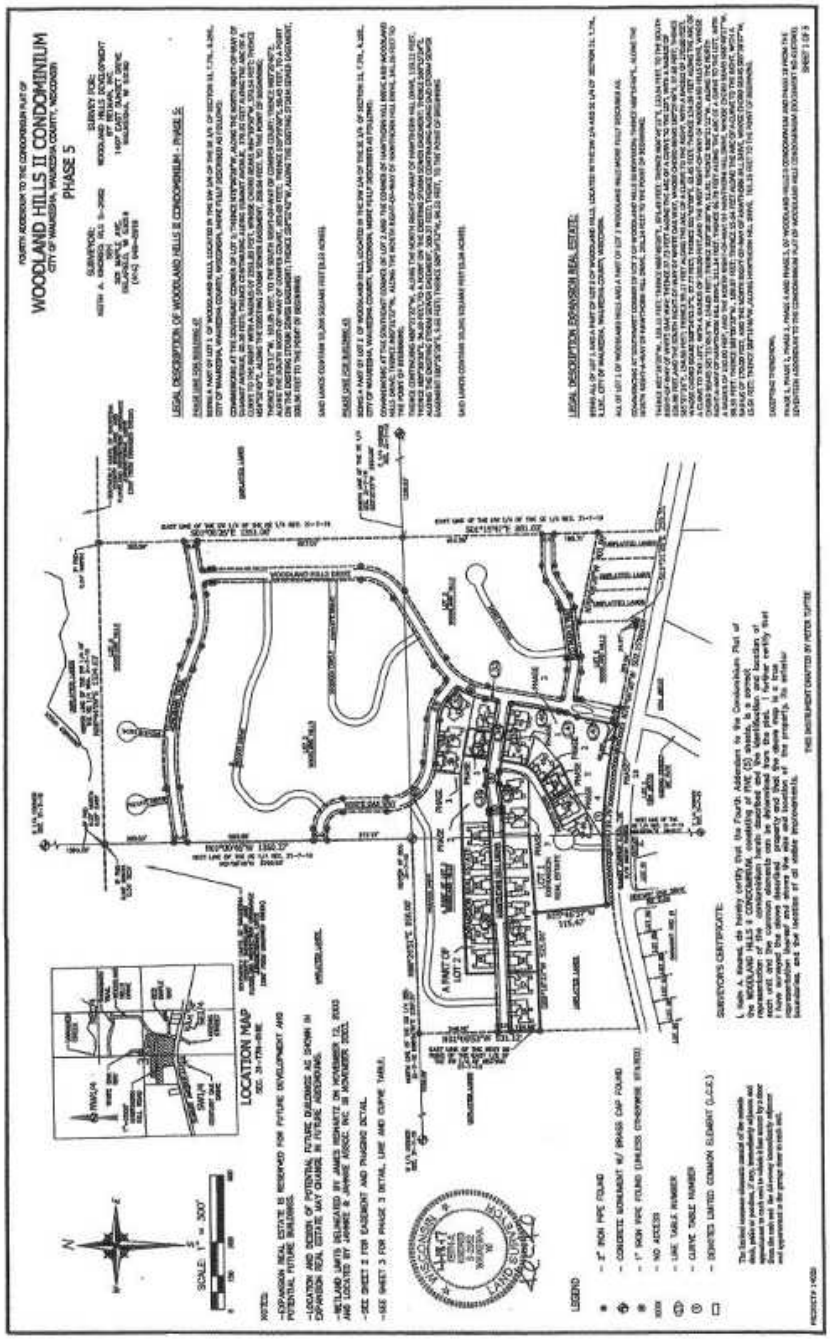
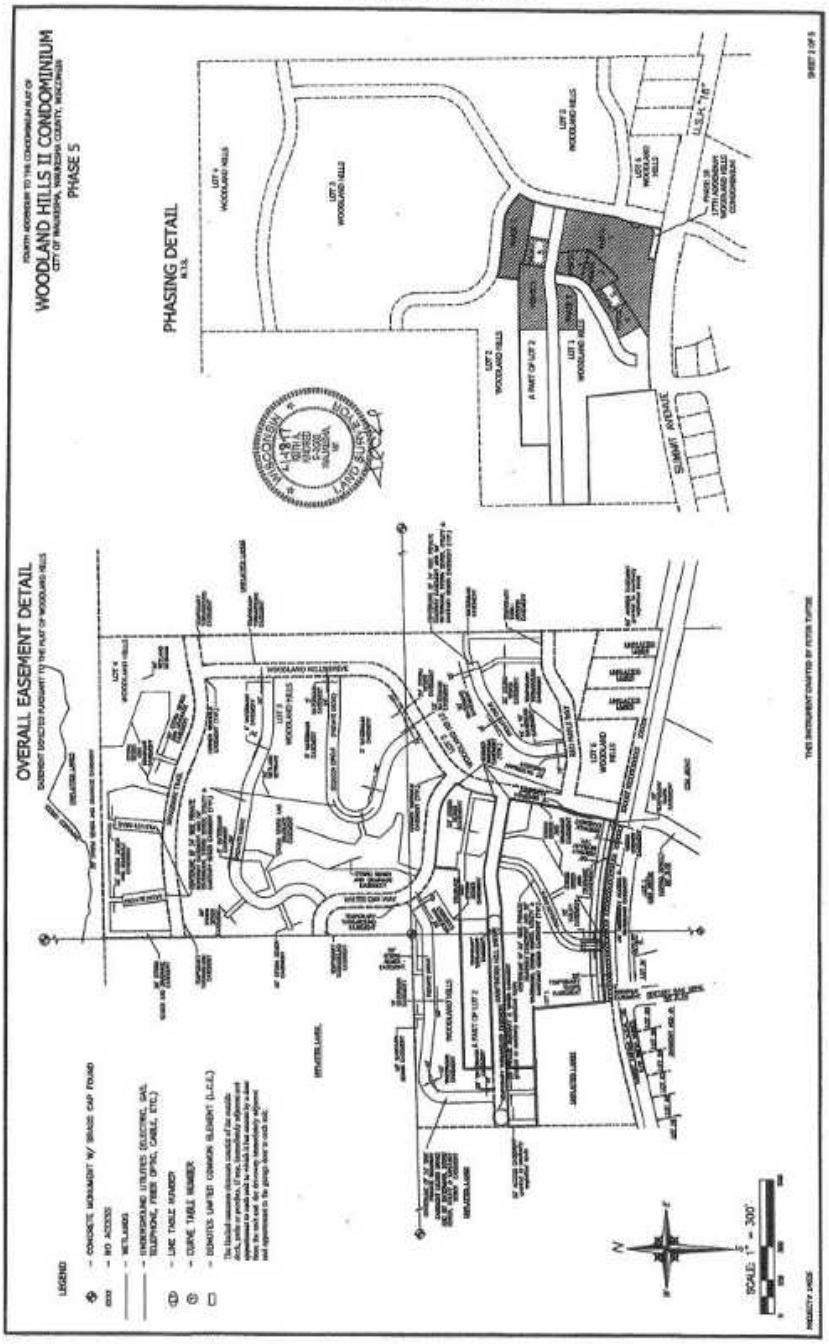

FOURTH ADDITION TO THE CONDOMINIUM PLAT OF
WOODLAND HILLS II CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN
PHASE 5
SURVEYED:
KEITH A. RHINERT, R.L.S. S-2482
SURVEY FOR:
WOODLAND HILLS II CONDOMINIUM
1407 EAST ROBERT STREET
WAUKESHA, WI 53188
(414) 548-0888
LEGAL DESCRIPTION OF WOODLAND HILLS II CONDOMINIUM - PHASE 5:
LEGAL DESCRIPTION EXPANSION REAL ESTATE:
LOCATION MAP
SEC. 31-7N-19E
SCALE: 1" = 300'
NOTES:
-EXPANSION REAL ESTATE IS RESERVED FOR FUTURE DEVELOPMENT AND POTENTIAL FUTURE BUILDINGS.
-LOCATION AND SIZES OF POTENTIAL FUTURE BUILDINGS AS SHOWN IN EXPANSION REAL ESTATE MAY CHANGE IN FUTURE ADDENDA.
-RETAINED LANDS REMARKED BY JAMES REINARTZ ON NOVEMBER 12, 2003 AND LOCATED BY JAHNKE & JAHNKE ASSOC. INC. IN NOVEMBER 2003.
-SEE SHEET 2 FOR EASEMENT AND PHASING DETAIL.
-SEE SHEET 3 FOR PHASE 3 DETAIL, LINE AND CURVE TABLE.
LEGEND
- 2" IRON PIPE FOUND
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
- NO ACCESS
- LINE TABLE NUMBER
- CURVE TABLE NUMBER
- DENOTES LIMITED COMMON ELEMENT (L.C.E.)
SURVEYOR'S CERTIFICATE:
I, Keith A. Rhinert, do hereby certify that the Fourth Addition to the Condominium Plat of the WOODLAND HILLS II CONDOMINIUM, consisting of FIVE (5) sheets, is a correct representation of all the common elements and the location and dimensions of each unit and the common elements can be determined from the plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof. I further certify that the plat was prepared in the manner indicated, and that locations of all visible improvements.
THIS INSTRUMENT DRAFTED BY KEITH TUFTE
PROJECT # 439
SHEET 1 OF 5

EXHIBIT 4-B-2


WOODLAND HILLS II CONDOMINIUM
PHASE 5
PHASING DETAIL
OVERALL EASEMENT DETAIL
LEGEND
SCALE: 1" = 300'
SUMMIT AVENUE

# EXHIBIT 4-B-3

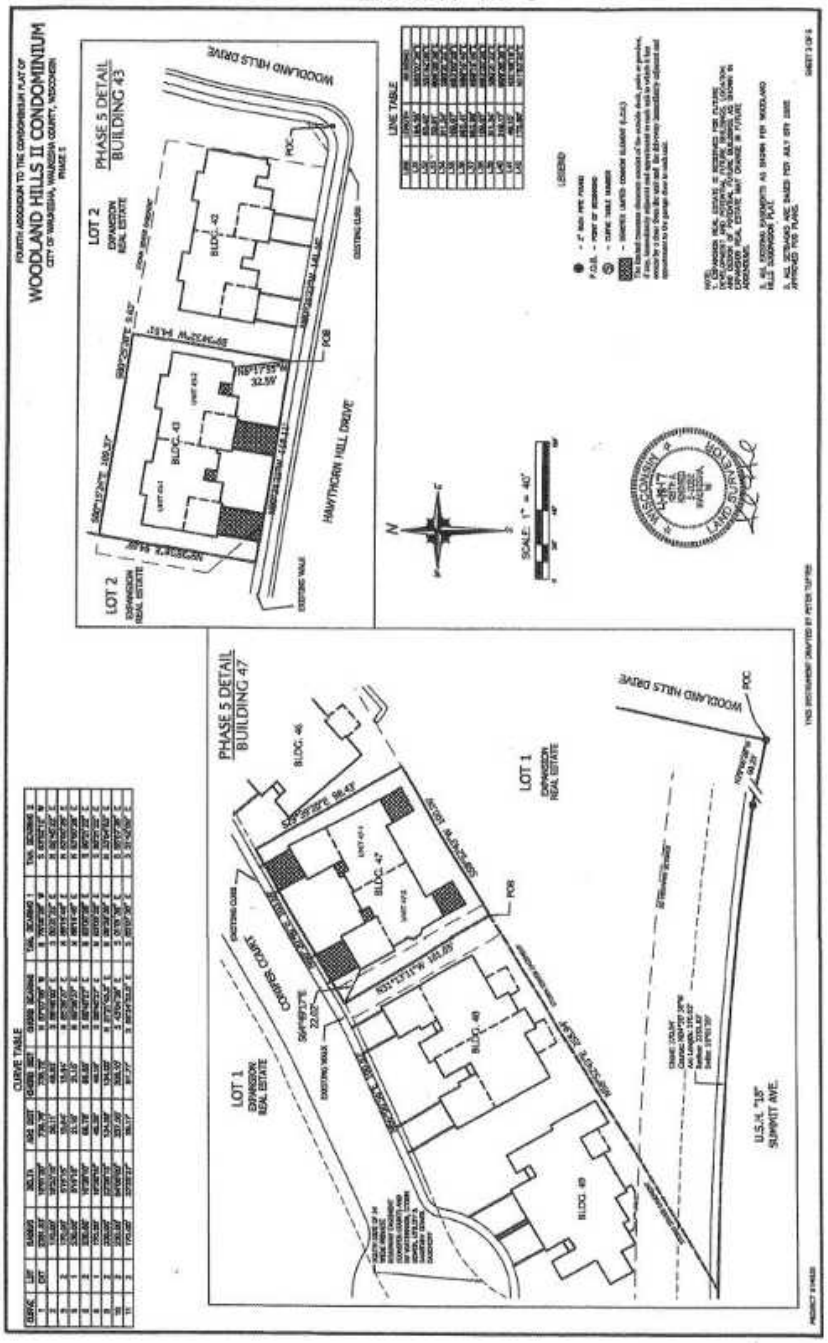

WOODLAND HILLS II CONDOMINIUM
PHASE 5 DETAIL
BUILDING 43
PHASE 5 DETAIL
BUILDING 47
LOT 1
LOT 2
HAWTHORN HILL DRIVE
WOODLAND HILLS DRIVE
SUMMIT AVE.
U.S.H. "18"
SCALE: 1" = 40'
LINE TABLE
CURVE TABLE
LEGEND

**EXHIBIT 4-C**

All addresses are Waukesha, Wisconsin 53188.

| Building Number | Unit Number | Unit Address | Unit Type |
|---|---|---|---|
| 39 | 39-1 | 3515 White Oak Way | Palo Verde French Country |
| 39 | 39-2 | 3517 White Oak Way | Palo Verde French Country |
| 40 | 40-1 | 3509 White Oak Way | Revised Hemlock |
| 40 | 40-2 | 3511 White Oak Way | Revised Hemlock |
| 41 | 41-1 | 3501 White Oak Way | Sequoia |
| 41 | 41-2 | 3503 White Oak Way | Sequoia |
| **43** | **43-1** | **3508 Hawthorn Hill Drive** | **Sequoia** |
| **43** | **43-2** | **3506 Hawthorn Hill Drive** | **Sequoia** |
| 44 | 44-1 | 3501 Hawthorn Hill Drive | Paloverde French Revival |
| 44 | 44-2 | 3503 Hawthorn Hill Drive | Paloverde French Revival |
| 45 | 45-1 | 827 Conifer Court | Revised Palo Verde |
| 45 | 45-2 | 825 Conifer Court | Revised Palo Verde |
| 46 | 46-1 | 823 Conifer Court | Revised Sycamore |
| 46 | 46-2 | 821 Conifer Court | Revised Sycamore |
| **47** | **47-1** | **819 Conifer Court** | **Juniper** |
| **47** | **47-2** | **817 Conifer Court** | **Juniper** |
| 48 | 48-1 | 815 Conifer Court | Bayberry French Country |
| 48 | 48-2 | 811 Conifer Court | Bayberry French Country |
| 50 | 50-1 | 3515 Hawthorn Hill Drive | Hemlock |
| 50 | 50-2 | 3517 Hawthorn Hill Drive | Hemlock |
| 51 | 51-1 | 3519 Hawthorn Hill Drive | Hemlock |
| 51 | 51-2 | 3521 Hawthorn Hill Drive | Hemlock |

EXHIBIT 4-D-1


FOURTH ADDENDUM TO THE CONDOMINIUM PLAT OF
WOODLAND HILLS II CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN
PHASE II
LEGEND
FIRST FLOOR PLAN -
FOUNDATION PLAN -
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE

EXHIBIT 4-D-2

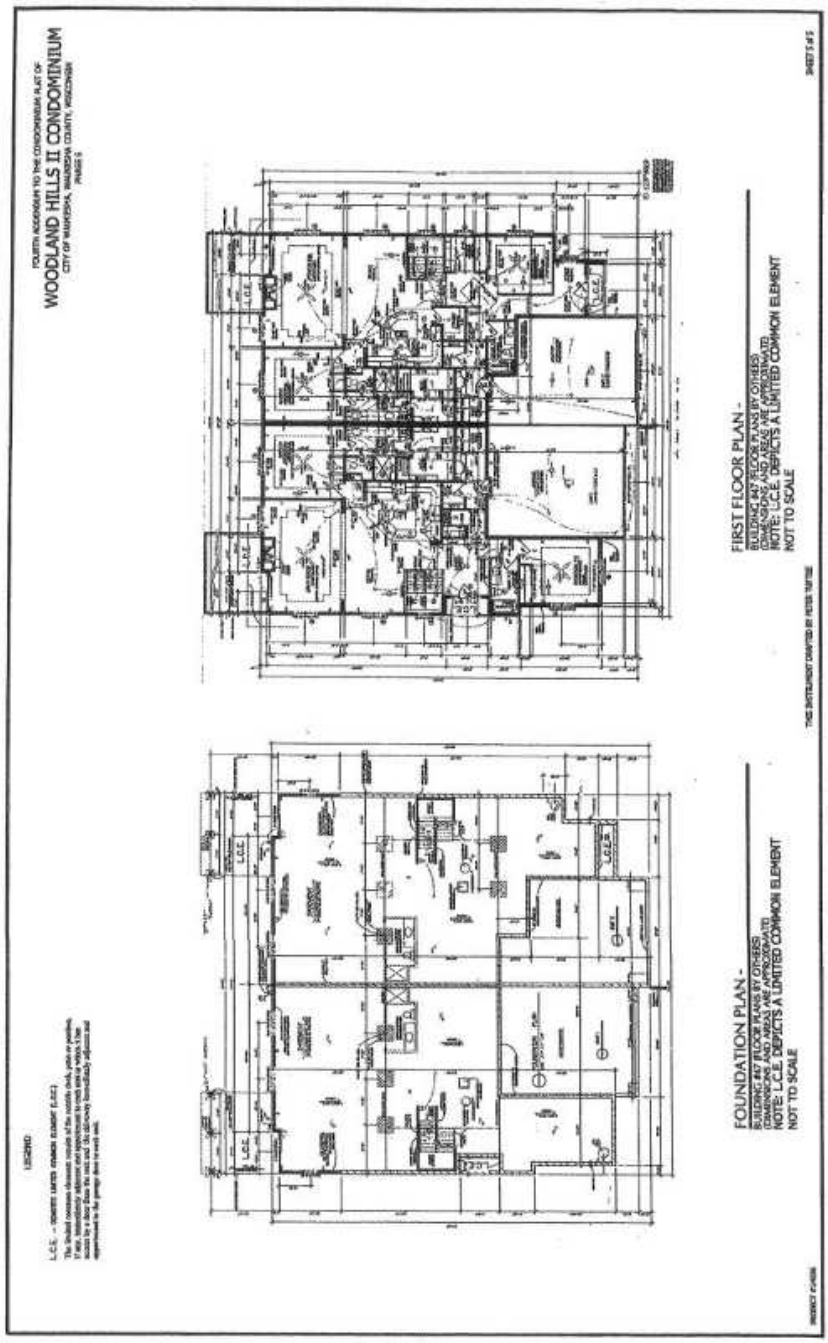

FOURTH ADDENDUM TO THE CONDOMINIUM PLAT OF
WOODLAND HILLS II CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN
PHASE 5
LEGEND
L.C.E. - COMMON LIMITED COMMON ELEMENT (L.C.E.)
FOUNDATION PLAN -
BUILDING #47 (FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE
FIRST FLOOR PLAN -
BUILDING #47 (FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE
THIS INSTRUMENT DRAFTED BY PETER TURTLE
SHEET 5 of 5

**EXHIBIT 4-E**

Legal Description of Remaining Expansion Real Estate

BEING ALL OF LOT 1 AND A PART OF LOT 2 OF WOODLAND HILLS, LOCATED IN THE SW 1/4 AND SE 1/4 OF SECTION 31, T.7N. R.19E. CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

ALL OF LOT 1 OF WOODLAND HILLS AND A PART OF LOT 2 WOODLAND HILLS MORE FULLY DESCRIBED AS;

COMMENCING AT SOUTHWEST CORNER OF LOT 2 OF WOODLAND HILLS SUBDIVISION; THENCE N88°16'46"E., ALONG THE NORTH RIGHT-A-WAY OF HAWTHORN HILL DRIVE, 261.14 FEET TO THE POINT OF BEGINNING;

THENCE N01°26'35"W., 128.11 FEET; THENCE N88°46'06"E., 878.49 FEET; THENCE N04°46'12"E, 110.34 FEET, TO THE SOUTH RIGHT-OF-WAY OF WHITE OAK WAY; THENCE 37.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 230.00 FEET,AND THE SOUTH RIGHT-OF-WAY OF WHITE OAK WAY, WHOSE CHORD BEARS S80°25'46"E, 37.68 FEET; THENCE S85°07'36"E, 194.56 FEET; THENCE 99.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 170.00 FEET, WHOSE CHORD BEARS S68°24'52.5"E, 97.77 FEET; THENCE S51°42'09"E, 63.45 FEET; THENCE 134.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 330.00 FEET,AND THE WEST RIGHT-OF-WAY OF WOODLAND HILLS DRIVE, WHOSE CHORD BEARS S21°21'45.5"W, 134.05 FEET; THENCE S09°38'38"W, 52.91; THENCE N80°21'22"W., ALONG THE NORTH RIGHT-A-WAY OF HAWTHORN HILL DRIVE, 311.34 FEET; THENCE 66.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 230.00 FEET, AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, WHOSE CHORD BEARS N88°40'27"W, 66.55 FEET; THENCE S83°00'28"W., 109.07 FEET; THENCE 15.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 170.00 FEET, AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, WHOSE CHORD BEARS S85°38'37"W, 15.64 FEET; THENCE S88°16'46"W.,ALONG HAWTHORN HILL DRIVE, 701.26 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM;
PHASE 1, PHASE 2, PHASE 3, PHASE 4 AND PHASE 5, OF WOODLAND HILLLS II CONDOMINIUM AND PHASE 18 FROM THE SEVENTEEN ADDENDUM TO THE CONDOMINIUM PLAT OF WOODLAND HILLS CONDOMINIUM (DOCUMENT NO.4167043).

| Document Number | **FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODLAND HILLS II CONDOMINIUM**<br>**Title of Document** |
|---|---|

4285355
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
June 29, 2017 09:27 AM
James R Behrend
Register of Deeds
10 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00
Book Page -

Recording Area

Name and Return Address
Daniel J. Habeck
Cramer, Multhauf & Hammes, LLP
PO Box 558
Waukesha, WI 53187-0558

WAKC0985001 & WAKC0985002
Parcel Identification Number (PIN)

THIS FIFTH AMENDMENT to Declaration of Condominium of Woodland Hills II Condominium is made by Woodland Hills Development by Belman, Inc. (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woodland Hills II Condominium dated August 6, 2015, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on August 7, 2015, as Document No. 4159321, as previously amended, hereinafter referred to as the "Declaration."

**WITNESSETH**

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts of the real estate described on the Condominium Plat, and Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional forty-four (44) Units, for a total, if fully expanded, of fifty-two (52) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter the "Phase VI Property") containing two (2) buildings consisting of four (4) units. Following this Amendment there will be twenty-six (26) Units in the Condominium.

The Phase VI Property and the additional buildings and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit in any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase VI Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase VI Property described in Exhibit 5-A attached hereto and the additional building and improvements thereon to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "twenty-two (22)" therefrom and replacing it with the number "twenty-six (26)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Unit shall include a 1/26 undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal descriptions for Phase VI set forth on Exhibit 5-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 5-B-1, 5-B-2 and 5-B-3 attached hereto.

5. Exhibit C of the Declaration is replaced by Exhibit 5-C attached hereto.

6. Exhibit D of the Declaration is amended to add Exhibits 5-D-1 and 5-D-2 attached hereto.

7. Exhibit E of the Declaration is deleted and replaced with Exhibit 5-E attached hereto.

8. By constructing the new building and submitting the Phase VI Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

9. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings located on the Phase I, Phase II, Phase III, Phase IV, Phase V and Phase VI Property as though all had been fully set forth therein at the time of recording the Declaration.

Executed this 28 day of June, 2017.

WOODLAND HILLS DEVELOPMENT
BY BELMAN, INC.

By: _____
Don Belman, President

Linda A. Jason Notary Public State of Wisconsin

STATE OF WISCONSIN )
) ss.
COUNTY OF WAUKESHA )

Personally came before me this 29th day of June, 2017, the above-named Don Belman, the President of Woodland Hills Development by Belman, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha Co., WI
My Commission expires July 8, 2017

This instrument drafted by:
Daniel J. Habeck
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
(262) 542-4278

**EXHIBIT 5-A**

LEGAL DESCRIPTION – PHASE V

PHASE LINE FOR BUILDING 49

BEING A PART OF LOT 1 OF WOODLAND HILLS, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 31, T.7N. R.19E. CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 1; THENCE N78°06'28"W, ALONG THE NORTH RIGHT-OF-WAY OF SUMMIT AVENUE, 60.20 FEET; THENCE CONTINUING ALONG SUMMIT AVENUE, 370.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 2351.83 FEET, WHOSE CHORD BEARS N84°30'50"W, 370.54 FEET, TO THE POINT OF BEGINNING;

THENCE N04°06'50"W, 117.89 FEET; THENCE CONTINUING 78.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT WITH A RADIUS OF 52.00 FEET, WHOSE CHORD BEARS N52°05'26"E, 70.95 FEET; THENCE N50°31'10"E, ALONG THE SOUTH RIGHT-OF-WAY OF CONIFER COURT, 12.69 FEET; THENCE S31°32'33"E, 115.25 FEET, TO A POINT ON THE EXISTING STORM SEWER EASEMENT; THENCE S58°52'43"W, ALONG THE EXISTING STORM SEWER EASEMENT, 137.38 FEET TO THE POINT OF BEGINNING

SAID LANDS CONTAIN 11,309 SQUARE FEET (0.26 ACRES).

PHASE LINE FOR BUILDING 42

BEING A PART OF LOT 2 OF WOODLAND HILLS, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 31, T.7N. R.19E. CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF LOT 2 AND THE CORNER OF HAWTHORN HILL DRIVE AND WOODLAND HILLS DRIVE; THENCE N80°21'22"W, ALONG THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, 24.89 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING N80°21'22"W, ALONG THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, 116.27 FEET, THENCE N09°34'32"E, 94.51 FEET, TO A POINT ON THE EXISTING STORM SEWER EASEMENT; THENCE S80°25'28"E, ALONG THE EXISTING STORM SEWER EASEMENT, 116.39 FEET; THENCE S09°38'38"W, 94.65 FEET, TO THE POINT OF BEGINNING

SAID LANDS CONTAIN 11,003 SQUARE FEET (0.25 ACRES).

**EXHIBIT 5-B-1**

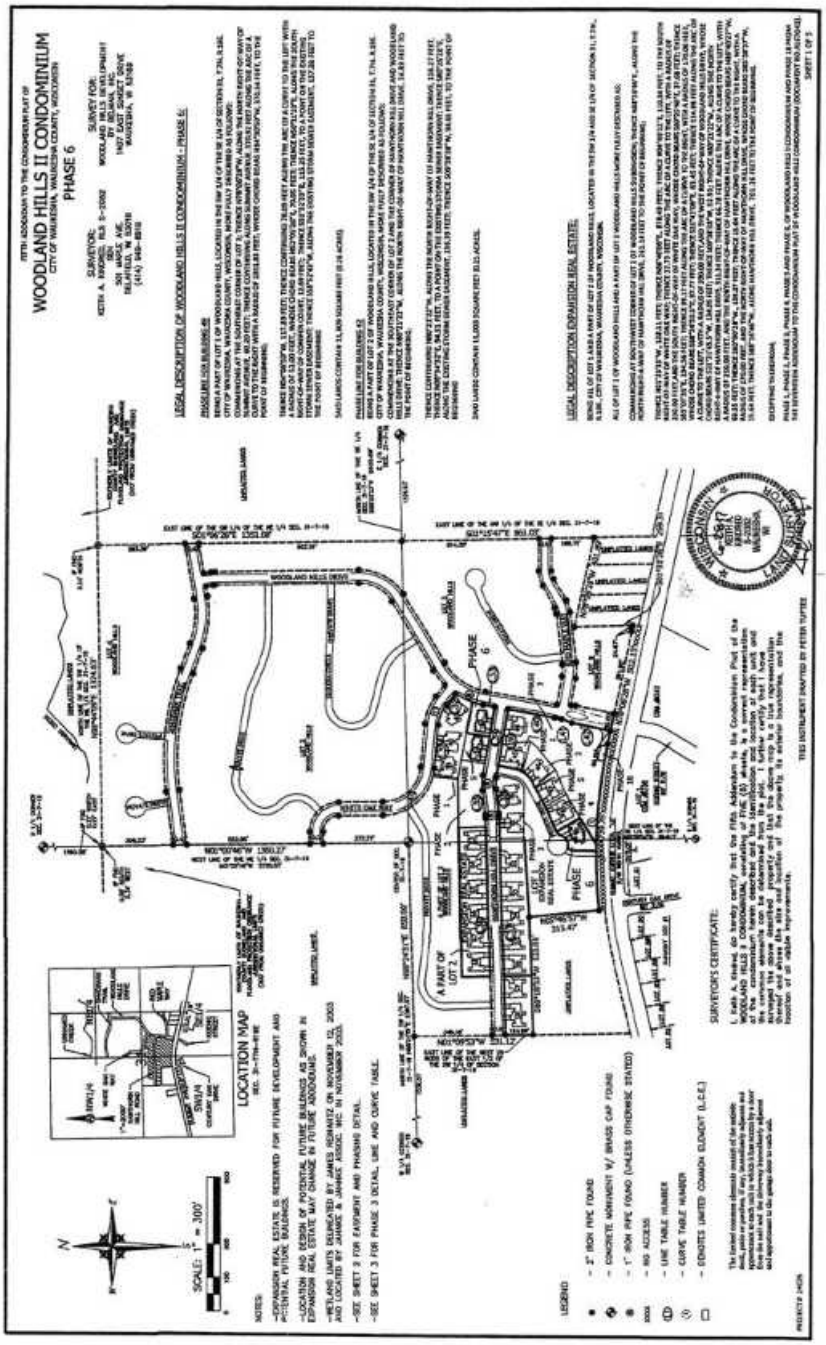

FIFTH ADDENDUM TO THE CONDOMINIUM PLAT OF
WOODLAND HILLS II CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN
PHASE 6
SURVEYOR:
KEITH A. KNEHAU, R.L.S. S-2002
SURVEY FOR:
WOODLAND HILLS, DEVELOPMENT
201 MERIS AVE.
WAUKESHA, WI 53188
(414) 544-8235
LEGAL DESCRIPTION OF WOODLAND HILLS II CONDOMINIUM - PHASE 6:
PHASE ONE (100 BUILDING 6):
PHASE LINE (100 BUILDING 6):
2ND LAND CONTAIN 31,420 SQUARE FEET (0.68 ACRES)
THENCE CONTINUING S89°21'23"E, ALONG THE NORTH RIGHT-OF-WAY OF MANITOWISH HILL DRIVE, 158.07 FEET;
THENCE S00°38'37"W, 313.45 FEET;
THENCE N89°21'23"W, ALONG THE NORTH RIGHT-OF-WAY OF MANITOWISH HILL DRIVE, 158.07 FEET;
THENCE N00°38'37"E, 313.45 FEET, TO THE POINT OF BEGINNING.
2ND LAND CONTAIN 11,020 SQUARE FEET (0.25 ACRES).
LEGAL DESCRIPTION EXPANSION REAL ESTATE:
SURVEYOR'S CERTIFICATE:
LOCATION MAP
SCALE: 1" = 300'
LEGEND
NOTES:
PHASE 6
PHASE 5
A PART OF LOT 2
WOODLAND HILLS DRIVE
MANITOWISH HILL DRIVE
TED DEITCHER (RAVTED BY PETER TUTTER)
SHEET 1 OF 2

**EXHIBIT 5-B-2**

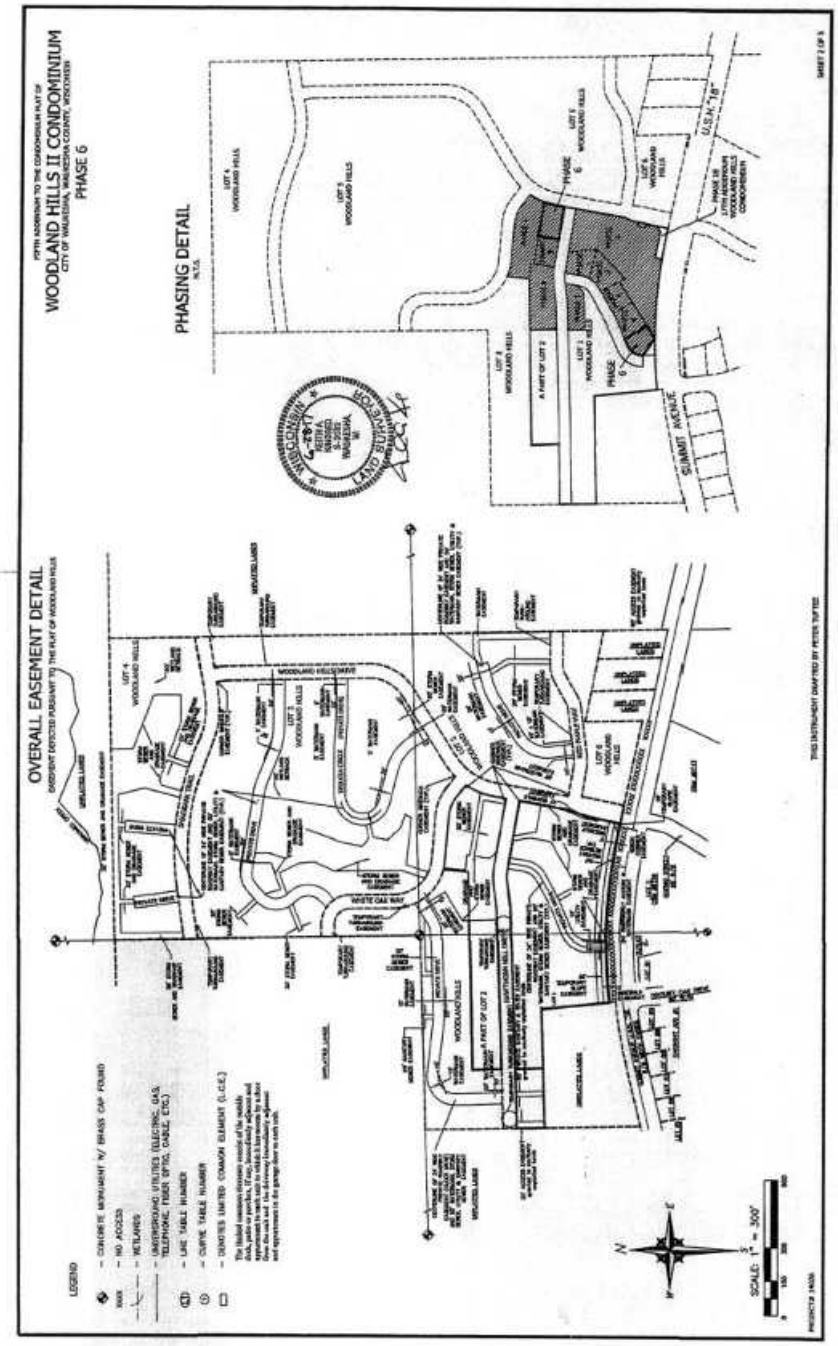

FIFTH ADDITION TO THE CONDOMINIUM PLAT OF
WOODLAND HILLS II CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN
PHASE 6
PHASING DETAIL
N.T.S.
OVERALL EASEMENT DETAIL
EASEMENT EXPECTED PURSUANT TO THE PLAT OF WOODLAND HILLS
LEGEND
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- NO ACCESS
- WETLANDS
- UNDERGROUND UTILITIES (ELECTRIC, GAS, TELEPHONE, FIBER OPTIC, CABLE, ETC.)
- LINE TABLE NUMBER
- CURVE TABLE NUMBER
- DENOTES LIMITED COMMON ELEMENT (L.C.E.)
SCALE: 1" = 300'
SUMMIT AVENUE
WOODLAND HILLS DRIVE
WHITE OAK WAY
U.S.H. "18"

**EXHIBIT 5-B-3**

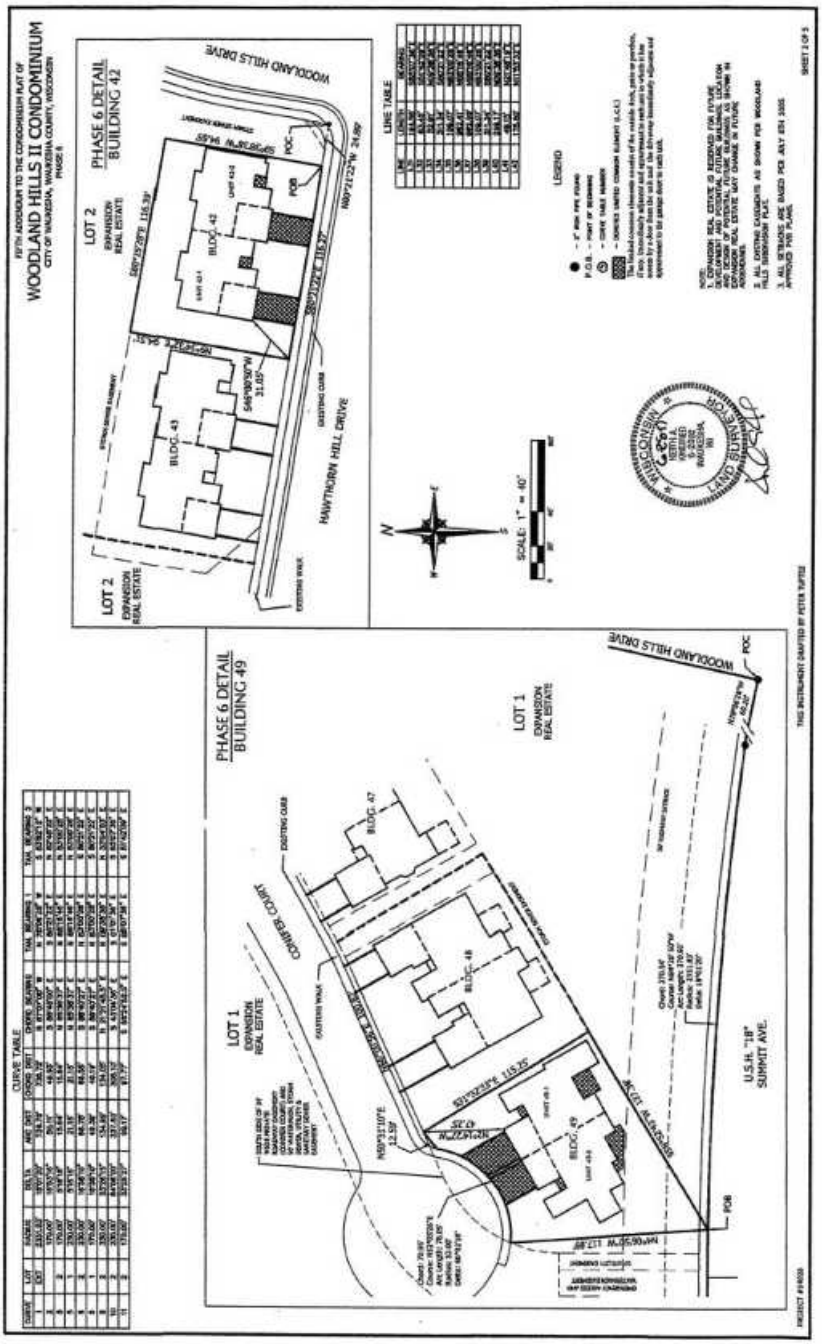

FIFTH ADDENDUM TO THE CONDOMINIUM PLAT OF
WOODLAND HILLS II CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN
PHASE 6
PHASE 6 DETAIL
BUILDING 42
PHASE 6 DETAIL
BUILDING 49
LOT 2
EXPANSION
REAL ESTATE
LOT 1
EXPANSION
REAL ESTATE
WOODLAND HILLS DRIVE
HAWTHORN HILL DRIVE
COMPASS COURT
U.S.H. "18"
SUMMIT AVE.
BLDG. 42
BLDG. 43
BLDG. 47
BLDG. 48
BLDG. 49
POC
POB
LEGEND
SCALE: 1" = 40'
LINE TABLE
CURVE TABLE
LAND SURVEYOR

**EXHIBIT 5-C**

All addresses are Waukesha, Wisconsin 53188.

| Building Number | Unit Number | Unit Address | Unit Type |
|---|---|---|---|
| 39 | 39-1 | 3515 White Oak Way | Palo Verde French Country |
| 39 | 39-2 | 3517 White Oak Way | Palo Verde French Country |
| 40 | 40-1 | 3509 White Oak Way | Revised Hemlock |
| 40 | 40-2 | 3511 White Oak Way | Revised Hemlock |
| 41 | 41-1 | 3501 White Oak Way | Sequoia |
| 41 | 41-2 | 3503 White Oak Way | Sequoia |
| **42** | **42-1** | **3502 Hawthorn Hill Drive** | **Prairie Sequoia** |
| **42** | **42-2** | **3500 Hawthorn Hill Drive** | **Prairie Sequoia** |
| 43 | 43-1 | 3508 Hawthorn Hill Drive | Sequoia |
| 43 | 43-2 | 3506 Hawthorn Hill Drive | Sequoia |
| 44 | 44-1 | 3501 Hawthorn Hill Drive | Paloverde French Revival |
| 44 | 44-2 | 3503 Hawthorn Hill Drive | Paloverde French Revival |
| 45 | 45-1 | 827 Conifer Court | Revised Palo Verde |
| 45 | 45-2 | 825 Conifer Court | Revised Palo Verde |
| 46 | 46-1 | 823 Conifer Court | Revised Sycamore |
| 46 | 46-2 | 821 Conifer Court | Revised Sycamore |
| 47 | 47-1 | 819 Conifer Court | Juniper |
| 47 | 47-2 | 817 Conifer Court | Juniper |
| 48 | 48-1 | 815 Conifer Court | Bayberry French Country |
| 48 | 48-2 | 811 Conifer Court | Bayberry French Country |
| **49** | **49-1** | **809 Conifer Court** | **Revised Prairie Alder** |
| **49** | **49-2** | **807 Conifer Court** | **Revised Prairie Alder** |
| 50 | 50-1 | 3515 Hawthorn Hill Drive | Hemlock |
| 50 | 50-2 | 3517 Hawthorn Hill Drive | Hemlock |
| 51 | 51-1 | 3519 Hawthorn Hill Drive | Hemlock |
| 51 | 51-2 | 3521 Hawthorn Hill Drive | Hemlock |

# EXHIBIT 5-D-1

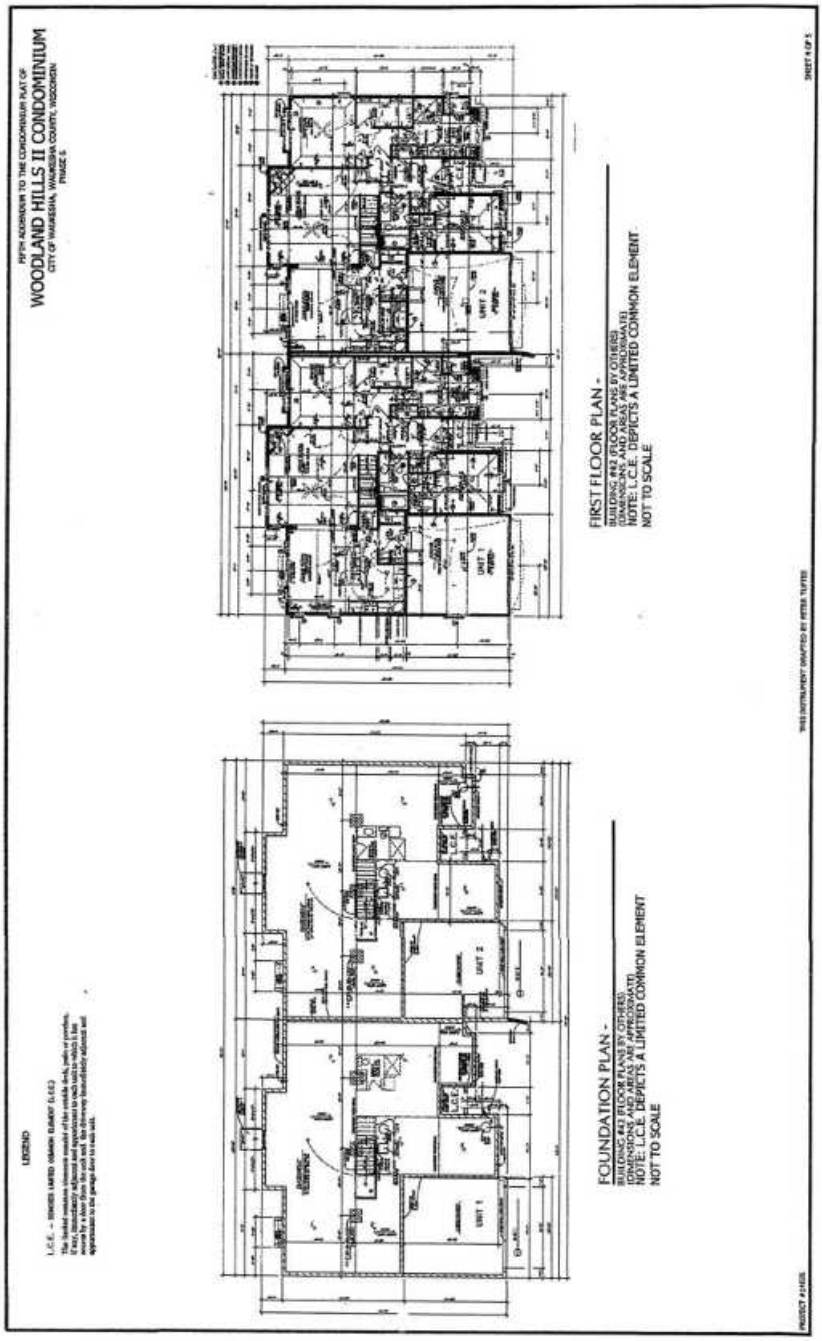

FIFTH ADDENDUM TO THE CONDOMINIUM PLAT OF
WOODLAND HILLS II CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN
PHASE 5
LEGEND
FIRST FLOOR PLAN -
BUILDING #42 (FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE
FOUNDATION PLAN -
BUILDING #42 (FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE
SHEET 4 OF 5

**EXHIBIT 5-D-2**

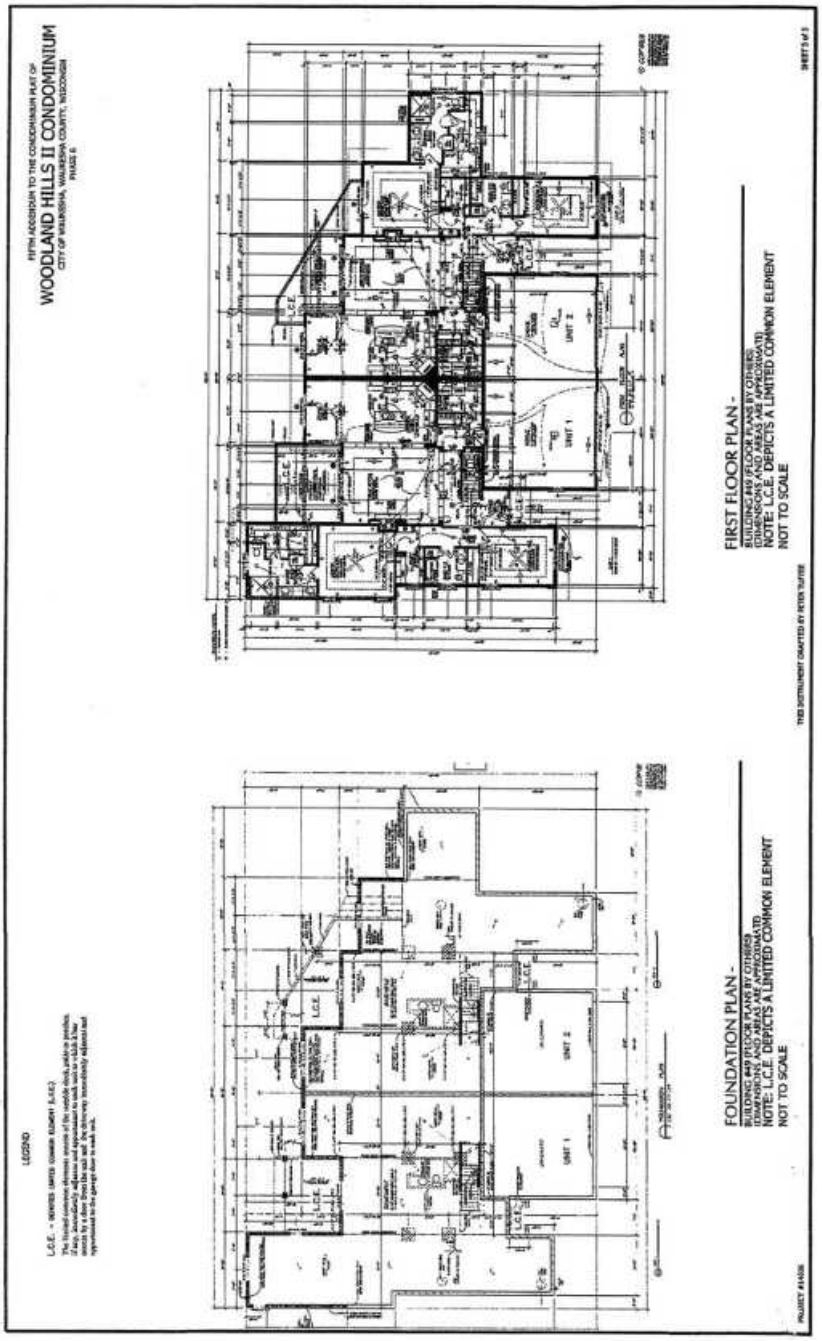

FIFTH ADDENDUM TO THE CONDOMINIUM PLAT OF
WOODLAND HILLS II CONDOMINIUM
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN
PHASE 6
LEGEND
L.C.E.
UNIT 1
UNIT 2
FIRST FLOOR PLAN -
BUILDING #49 (FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE
FOUNDATION PLAN -
BUILDING #49 (FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE

**EXHIBIT 5-E**

Legal Description of Remaining Expansion Real Estate

BEING ALL OF LOT 1 AND A PART OF LOT 2 OF WOODLAND HILLS, LOCATED IN THE SW 1/4 AND SE 1/4 OF SECTION 31, T.7N. R.19E. CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

ALL OF LOT 1 OF WOODLAND HILLS AND A PART OF LOT 2 WOODLAND HILLS MORE FULLY DESCRIBED AS;

COMMENCING AT SOUTHWEST CORNER OF LOT 2 OF WOODLAND HILLS SUBDIVISION; THENCE N88°16'46"E., ALONG THE NORTH RIGHT-A-WAY OF HAWTHORN HILL DRIVE, 261.14 FEET TO THE POINT OF BEGINNING;

THENCE N01°26'35"W., 128.11 FEET; THENCE N88°46'06"E., 878.49 FEET; THENCE N04°46'12"E, 110.34 FEET, TO THE SOUTH RIGHT-OF-WAY OF WHITE OAK WAY; THENCE 37.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 230.00 FEET,AND THE SOUTH RIGHT-OF-WAY OF WHITE OAK WAY, WHOSE CHORD BEARS S80°25'46"E, 37.68 FEET; THENCE S85°07'36"E, 194.56 FEET; THENCE 99.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 170.00 FEET, WHOSE CHORD BEARS S68°24'52.5"E, 97.77 FEET; THENCE S51°42'09"E, 63.45 FEET; THENCE 134.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 330.00 FEET,AND THE WEST RIGHT-OF-WAY OF WOODLAND HILLS DRIVE, WHOSE CHORD BEARS S21°21'45.5"W, 134.05 FEET; THENCE S09°38'38"W, 52.91; THENCE N80°21'22"W., ALONG THE NORTH RIGHT-A-WAY OF HAWTHORN HILL DRIVE, 311.34 FEET; THENCE 66.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 230.00 FEET, AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, WHOSE CHORD BEARS N88°40'27"W, 66.55 FEET; THENCE S83°00'28"W., 109.07 FEET; THENCE 15.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 170.00 FEET, AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, WHOSE CHORD BEARS S85°38'37"W, 15.64 FEET; THENCE S88°16'46"W.,ALONG HAWTHORN HILL DRIVE, 701.26 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM;
PHASE 1, PHASE 2, PHASE 3, PHASE 4, PHASE 5 AND PHASE 6, OF WOODLAND HILLLS II CONDOMINIUM AND PHASE 18 FROM THE SEVENTEEN ADDENDUM TO THE CONDOMINIUM PLAT OF WOODLAND HILLS CONDOMINIUM (DOCUMENT NO.4167043).

Document Number

**SIXTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODLAND HILLS II CONDOMINIUM**

**Title of Document**

4481493

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON

June 08, 2020 01:01 PM
James R Behrend
Register of Deeds

11 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00

Book Page -

THIS SIXTH AMENDMENT to Declaration of Condominium of Woodland Hills II Condominium is made by Woodland Hills Development by Belman, Inc. (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woodland Hills II Condominium dated August 6, 2015, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on August 7, 2015, as Document No. 4159321, as previously amended, hereinafter referred to as the "Declaration."

Recording Area

Name and Return Address
Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
PO Box 558
Waukesha, WI 53187-0558

WAKC0985001 & WAKC0985002
Parcel Identification Number (PIN)

pd 11/30

**WITNESSETH**

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts of the real estate described on the Condominium Plat, and Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional forty-four (44) Units, for a total, if fully expanded, of fifty-two (52) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter the "Phase VII Property") containing three (3) buildings consisting of six (6) units. Following this Amendment there will be thirty-two (32) Units in the Condominium.

The Phase VII Property and the additional buildings and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit in any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase VII Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase VII Property described in Exhibit 6-A attached hereto and the additional building and improvements thereon to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "twenty-six (26)" therefrom and replacing it with the number "thirty-two (32)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Unit shall include a 1/32 undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal descriptions for Phase VII set forth on Exhibit 6-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 6-B-1, 6-B-2 and 6-B-3 attached hereto.

5. Exhibit C of the Declaration is replaced by Exhibit 6-C attached hereto.

6. Exhibit D of the Declaration is amended to add Exhibits 6-D-1, 6-D-2 and 6-D-3 attached hereto.

7. Exhibit E of the Declaration is deleted and replaced with Exhibit 6-E attached hereto.

8. By constructing the new building and submitting the Phase VII Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

9. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings located on the Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI and Phase VII Property as though all had been fully set forth therein at the time of recording the Declaration.

Executed this 2nd day of June, 2020.

WOODLAND HILLS DEVELOPMENT
BY BELMAN, INC.

By: _____
David Belman, Authorized Agent

Linda A. Jason Notary Public State of Wisconsin

STATE OF WISCONSIN )
) ss.
COUNTY OF WAUKESHA )

Personally came before me this 2 day of June, 2020, the above-named David Belman, the authorized agent of Woodland Hills Development by Belman, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, Waukesha Co., WI
My Commission expires July 8, 2021
Linda A. Jason

This instrument drafted by:
Richard R. Kobriger
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
(262) 542-4278

**EXHIBIT 6-A**

LEGAL DESCRIPTION – PHASE VI

PHASE LINE FOR PHASE VI

BEING A PART OF LOT 1 AND LOT 2 OF WOODLAND HILLS, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 31, T.7N. R.19E. CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

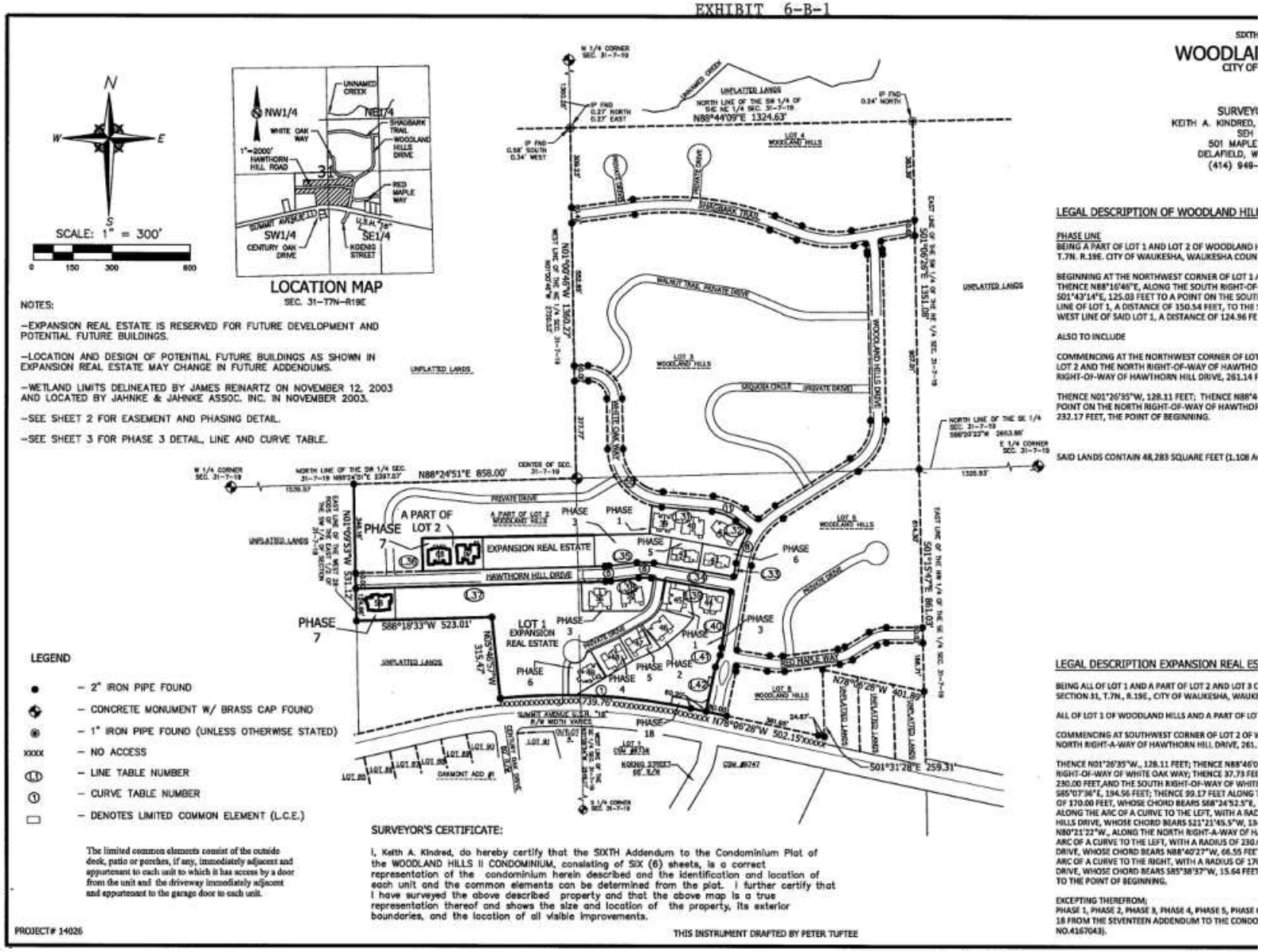
BEGINNING AT THE NORTHWEST CORNER OF LOT 1 AND THE SOUTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE; THENCE N88°16'46"E, ALONG THE SOUTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, 149.33 FEET; THENCE S01°43'14"E, 125.03 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE S88°18'33"W, ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 150.54 FEET, TO THE SW CORNER OF SAID LOT 1; THENCE N01°09'53"W, ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 124.96 FEET TO THE POINT OF BEGINNING;

ALSO TO INCLUDE

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, THENCE N01°09'53"W, 60.00 FEET, TO THE SW CORNER OF LOT 2 AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE; THENCE N88°16'46"E, ALONG THE SOUTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, 261.14 FEET, TO THE POINT OF BEGINNING;

THENCE N01°26'35"W, 128.11 FEET; THENCE N88°46'06"E, 232.63 FEET; THENCE S01°13'54"E, 126.13 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE; THENCE S88°16'46"W, ALONG SAID RIGHT-OF-WAY 232.17 FEET, THE POINT OF BEGINNING.

EXHIBIT 6-B-1


N
W
E
S
SCALE: 1" = 300'
0
150
300
600
LOCATION MAP
SEC. 31-T7N-R19E
NW1/4
NE1/4
SW1/4
SE1/4
UNNAMED CREEK
WHITE OAK WAY
SHAGBARK TRAIL
WOODLAND HILLS DRIVE
1"=2000'
HAWTHORN HILL ROAD
RED MAPLE WAY
SUMMIT AVENUE (STH "18")
CENTURY OAK DRIVE
KOENIG STREET
NOTES:
-EXPANSION REAL ESTATE IS RESERVED FOR FUTURE DEVELOPMENT AND POTENTIAL FUTURE BUILDINGS.
-LOCATION AND DESIGN OF POTENTIAL FUTURE BUILDINGS AS SHOWN IN EXPANSION REAL ESTATE MAY CHANGE IN FUTURE ADDENDUMS.
-WETLAND LIMITS DELINEATED BY JAMES REINARTZ ON NOVEMBER 12, 2003 AND LOCATED BY JAHNKE & JAHNKE ASSOC. INC. IN NOVEMBER 2003.
-SEE SHEET 2 FOR EASEMENT AND PHASING DETAIL.
-SEE SHEET 3 FOR PHASE 3 DETAIL, LINE AND CURVE TABLE.
LEGEND
- 2" IRON PIPE FOUND
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- 1" IRON PIPE FOUND (UNLESS OTHERWISE STATED)
XXXX - NO ACCESS
(L1) - LINE TABLE NUMBER
① - CURVE TABLE NUMBER
- DENOTES LIMITED COMMON ELEMENT (L.C.E.)
The limited common elements consist of the outside deck, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.
PROJECT# 14026
N 1/4 CORNER SEC. 31-7-19
UNPLATTED LANDS
NORTH LINE OF THE SW 1/4 OF SE NE 1/4 SEC. 31-7-19
N88°44'09"E 1324.63'
LOT 4 WOODLAND HILLS
SHAGBARK TRAIL
PRIVATE DRIVE
WALNUT TRAIL PRIVATE DRIVE
WOODLAND HILLS DRIVE
LOT 3 WOODLAND HILLS
SEQUOIA CIRCLE (PRIVATE DRIVE)
WHITE OAK WAY
NORTH LINE OF THE SE 1/4 SEC. 31-7-19
E 1/4 CORNER SEC. 31-7-19
W 1/4 CORNER SEC. 31-7-19
CENTER OF SEC. 31-7-19
N88°24'51"E 858.00'
A PART OF LOT 2
PHASE 7
EXPANSION REAL ESTATE
HAWTHORN HILL DRIVE
PHASE 1
PHASE 2
PHASE 3
PHASE 4
PHASE 5
PHASE 6
LOT 1 EXPANSION REAL ESTATE
S86°18'33"W 523.01'
N69°45'57"W 515.47'
LOT 8 WOODLAND HILLS
N78°06'28"W 502.15'
S01°31'28"E 259.31'
SURVEYOR'S CERTIFICATE:
I, Keith A. Kindred, do hereby certify that the SIXTH Addendum to the Condominium Plat of the WOODLAND HILLS II CONDOMINIUM, consisting of SIX (6) sheets, is a correct representation of the condominium herein described and the identification and location of each unit and the common elements can be determined from the plat. I further certify that I have surveyed the above described property and that the above map is a true representation thereof and shows the size and location of the property, its exterior boundaries, and the location of all visible improvements.
THIS INSTRUMENT DRAFTED BY PETER TUFTEE
SIXTH
WOODLAN
CITY OF
SURVEYI
KEITH A. KINDRED,
SEH
501 MAPLE
DELAFIELD, W
(414) 949-
LEGAL DESCRIPTION OF WOODLAND HILL
PHASE LINE
BEING A PART OF LOT 1 AND LOT 2 OF WOODLAND
T.7N. R.19E. CITY OF WAUKESHA, WAUKESHA COUN
BEGINNING AT THE NORTHWEST CORNER OF LOT 1
THENCE N88°16'46"E, ALONG THE SOUTH RIGHT-OF
S01°43'14"E, 125.03 FEET TO A POINT ON THE SOUT
LINE OF LOT 1, A DISTANCE OF 150.54 FEET, TO THE
WEST LINE OF SAID LOT 1, A DISTANCE OF 124.96 FE
ALSO TO INCLUDE
COMMENCING AT THE NORTHWEST CORNER OF LOT
LOT 2 AND THE NORTH RIGHT-OF-WAY OF HAWTHO
RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, 261.14
THENCE N01°26'35"W, 128.11 FEET; THENCE N88°4
POINT ON THE NORTH RIGHT-OF-WAY OF HAWTHO
232.17 FEET, THE POINT OF BEGINNING.
SAID LANDS CONTAIN 48,283 SQUARE FEET (1.108 A
LEGAL DESCRIPTION EXPANSION REAL ES
BEING ALL OF LOT 1 AND A PART OF LOT 2 AND LOT 3 C
SECTION 31, T.7N., R.19E., CITY OF WAUKESHA, WAUK
ALL OF LOT 1 OF WOODLAND HILLS AND A PART OF LO
COMMENCING AT SOUTHWEST CORNER OF LOT 2 OF
NORTH RIGHT-A-WAY OF HAWTHORN HILL DRIVE, 261.
THENCE N01°26'35"W., 128.11 FEET; THENCE N88°46'
RIGHT-OF-WAY OF WHITE OAK WAY; THENCE 37.73 FE
230.00 FEET,AND THE SOUTH RIGHT-OF-WAY OF WHIT
S85°07'36"E, 194.56 FEET; THENCE 99.17 FEET ALONG
OF 170.00 FEET, WHOSE CHORD BEARS S68°24'52.5"E,
ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RAD
HILLS DRIVE, WHOSE CHORD BEARS S21°21'45.5"W, 15
N80°21'22"W., ALONG THE NORTH RIGHT-A-WAY OF H
ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 230.
DRIVE, WHOSE CHORD BEARS N88°40'27"W, 66.55 FEE
ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 17
DRIVE, WHOSE CHORD BEARS S85°38'37"W, 15.64 FEE
TO THE POINT OF BEGINNING.
EXCEPTING THEREFROM;
PHASE 1, PHASE 2, PHASE 3, PHASE 4, PHASE 5, PHASE
18 FROM THE SEVENTEEN ADDENDUM TO THE CONDO
NO.4167043).

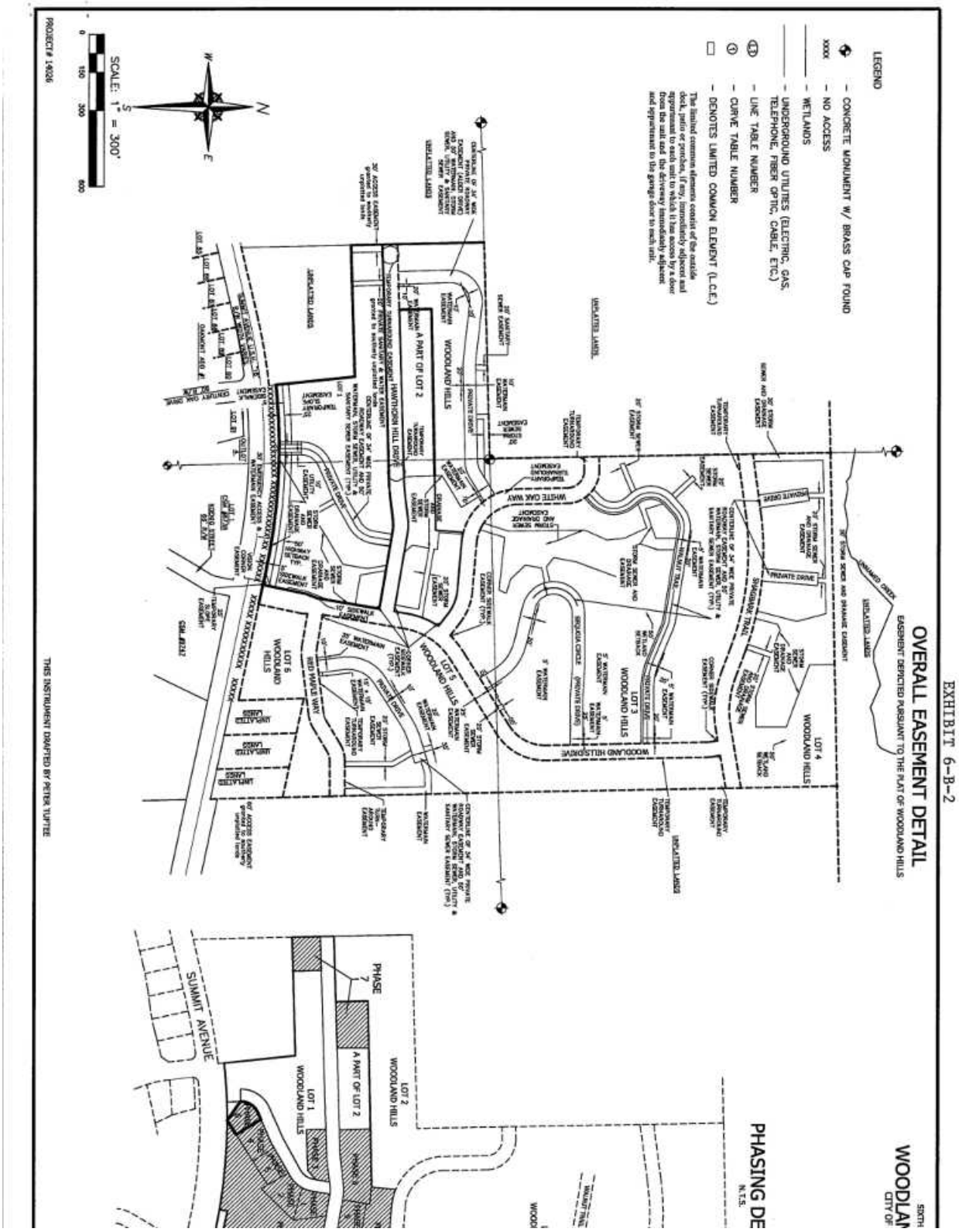


EXHIBIT 6-B-2
OVERALL EASEMENT DETAIL
EASEMENT DEPICTED PURSUANT TO THE PLAT OF WOODLAND HILLS
LEGEND
- CONCRETE MONUMENT W/ BRASS CAP FOUND
- NO ACCESS
- WETLANDS
- UNDERGROUND UTILITIES (ELECTRIC, GAS, TELEPHONE, FIBER OPTIC, CABLE, ETC.)
- LINE TABLE NUMBER
- CURVE TABLE NUMBER
- DENOTES LIMITED COMMON ELEMENT (L.C.E.)
SCALE: 1" = 300'
PROJECT# 14026
THIS INSTRUMENT DRAFTED BY PETER TUFTEE
WOODLAND HILLS
A PART OF LOT 2
HAWTHORN HILL DRIVE
WHITE OAK WAY
WOODLAND HILLS DRIVE
RED MAPLE WAY
SHAGBARK TRAIL
LOT 1 WOODLAND HILLS
LOT 2 WOODLAND HILLS
LOT 3 WOODLAND HILLS
LOT 4 WOODLAND HILLS
LOT 5 WOODLAND HILLS
LOT 6 WOODLAND HILLS
PHASE 7
SUMMIT AVENUE
PHASING DE
N.T.S.

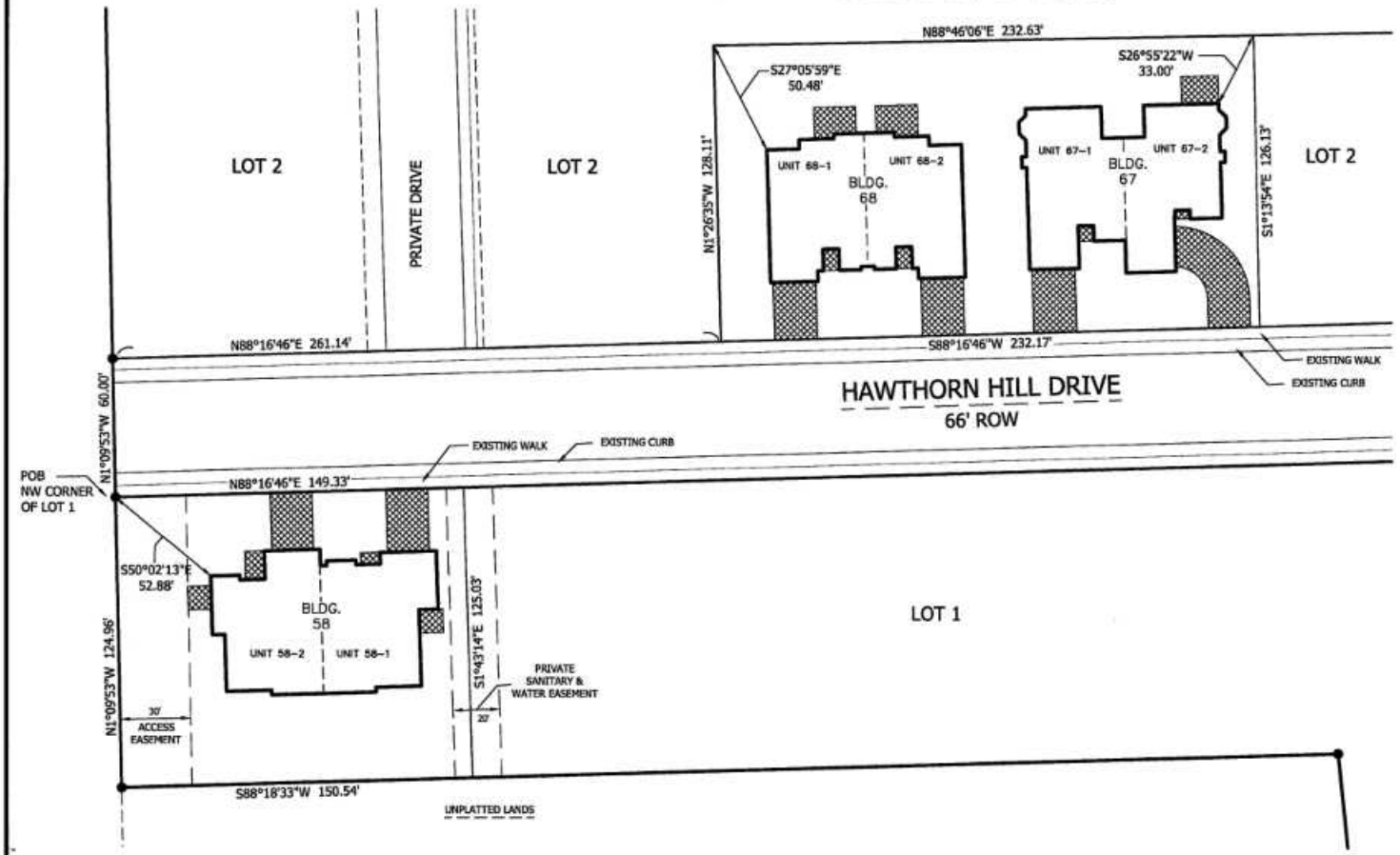
EXHIBIT 6-B-3

CURVE TABLE

| CURVE | LOT | RADIUS | DELTA | ARC DIST | CHORD DIST | CHORD BEARING | TAN. BEARING 1 | TAN. BEARING 2 |
|---|---|---|---|---|---|---|---|---|
| 1 | EXT | 2351.83' | 18°01'20" | 739.76' | 736.72' | N 87°07'08" W | N 78°06'28" W | S 83°52'12" W |
| 2 | | 170.00' | 16°53'16" | 50.11' | 49.93' | S 88°48'00" E | S 80°21'22" E | N 82°45'22" E |
| 5 | 2 | 170.00' | 5°16'18" | 15.64' | 15.64' | N 85°38'37" E | N 88°16'46" E | N 83°00'28" E |
| 5 | 1 | 230.00' | 5°16'18" | 21.16' | 21.15' | N 85°38'37" E | N 88°16'46" E | N 83°00'28" E |
| 6 | 2 | 230.00' | 16°38'10" | 66.78' | 66.55' | S 88°40'27" E | N 83°00'28" E | S 80°21'22" E |
| 6 | 1 | 170.00' | 16°38'10" | 49.36' | 49.19' | S 88°40'27" E | N 83°00'28" E | S 80°21'22" E |
| 8 | 2 | 330.00' | 23°26'15" | 134.99' | 134.05' | N 21°21'45.5" E | N 09°38'38" E | N 33°04'53" E |
| 10 | 2 | 230.00' | 84°06'00" | 337.60' | 308.10' | S 43°04'36" E | S 01°01'36" E | S 85°07'36" E |
| 11 | 2 | 170.00' | 33°25'27" | 99.17' | 97.77' | S 68°24'52.5" E | S 85°07'36" E | S 51°42'09" E |

SIXTH
WOODLAN
CITY OF

PHASE 8 DETAIL
BUILDING 58, 67 AND 68




P.O.B.

The limited
if any, imm
access by a
appurtenant

NOTE:
1. EXPANSION
DEVELOPMENT
AND DESIGN
EXPANSION R
ADDENDUMS.

2. ALL EXIST
HILLS SUBDIV

3. ALL SETBA
APPROVED PL

PROJECT #14026

THIS INSTRUMENT DRAFTED BY PETER TUFTEE

## EXHIBIT 6-C

All addresses are Waukesha, Wisconsin 53188.

| Building Number | Unit Number | Unit Address | Unit Type |
|---|---|---|---|
| 39 | 39-1 | 3515 White Oak Way | Palo Verde French Country |
| 39 | 39-2 | 3517 White Oak Way | Palo Verde French Country |
| 40 | 40-1 | 3509 White Oak Way | Revised Hemlock |
| 40 | 40-2 | 3511 White Oak Way | Revised Hemlock |
| 41 | 41-1 | 3501 White Oak Way | Sequoia |
| 41 | 41-2 | 3503 White Oak Way | Sequoia |
| 42 | 42-1 | 3502 Hawthorn Hill Drive | Prairie Sequoia |
| 42 | 42-2 | 3500 Hawthorn Hill Drive | Prairie Sequoia |
| 43 | 43-1 | 3508 Hawthorn Hill Drive | Sequoia |
| 43 | 43-2 | 3506 Hawthorn Hill Drive | Sequoia |
| 44 | 44-1 | 3501 Hawthorn Hill Drive | Palo Verde French Revival |
| 44 | 44-2 | 3503 Hawthorn Hill Drive | Palo Verde French Revival |
| 45 | 45-1 | 827 Conifer Court | Revised Palo Verde |
| 45 | 45-2 | 825 Conifer Court | Revised Palo Verde |
| 46 | 46-1 | 823 Conifer Court | Revised Sycamore |
| 46 | 46-2 | 821 Conifer Court | Revised Sycamore |
| 47 | 47-1 | 819 Conifer Court | Juniper |
| 47 | 47-2 | 817 Conifer Court | Juniper |
| 48 | 48-1 | 815 Conifer Court | Bayberry French Country |
| 48 | 48-2 | 811 Conifer Court | Bayberry French Country |
| 49 | 49-1 | 809 Conifer Court | Revised Prairie Alder |
| 49 | 49-2 | 807 Conifer Court | Revised Prairie Alder |
| 50 | 50-1 | 3515 Hawthorn Hill Drive | Hemlock |
| 50 | 50-2 | 3517 Hawthorn Hill Drive | Hemlock |
| 51 | 51-1 | 3519 Hawthorn Hill Drive | Hemlock |
| 51 | 51-2 | 3521 Hawthorn Hill Drive | Hemlock |
| 58 | 58-1 | 3615 Hawthorn Hill Drive | Yellow Birch |
| 58 | 58-2 | 3617 Hawthorn Hill Drive | Yellow Birch |
| 67 | 67-1 | 3602 Hawthorn Hill Drive | Revised Hemlock |
| 67 | 67-2 | 3600 Hawthorn Hill Drive | Revised Hemlock |
| 68 | 68-1 | 3606 Hawthorn Hill Drive | French Country Palo Verde |
| 68 | 68-2 | 3604 Hawthorn Hill Drive | French Country Palo Verde |

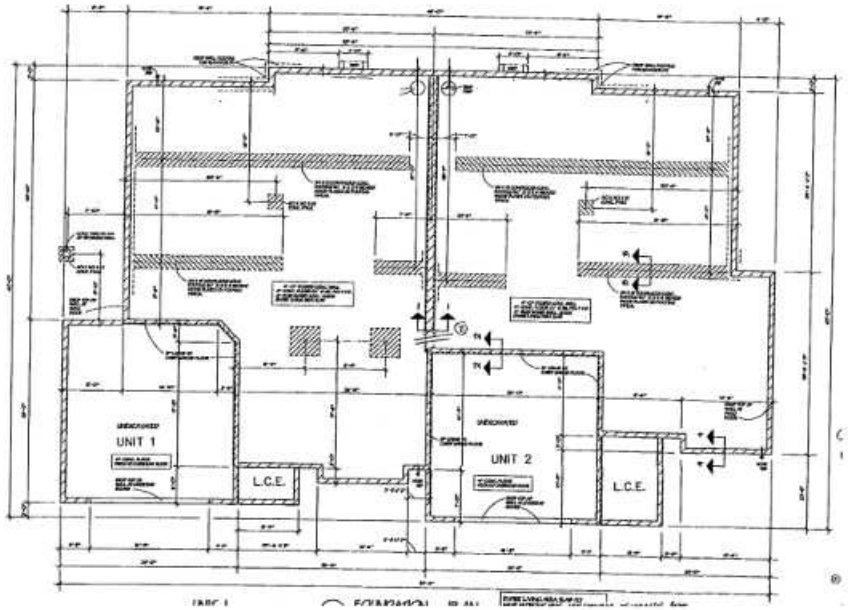
EXHIBIT 6-D-1

LEGEND

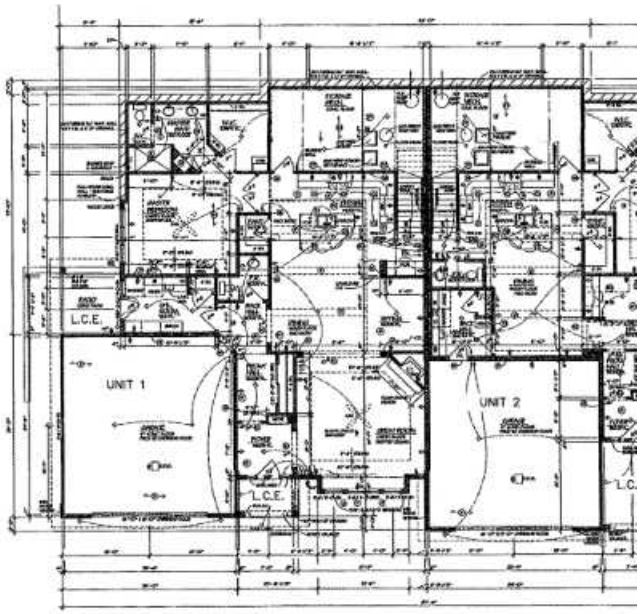
L.C.E. – DENOTES LIMITED COMMON ELEMENT (L.C.E.)

The limited common elements consist of the outside deck, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

SIXTH
WOODLA
CITY OF




FOUNDATION PLAN –
BUILDING #58 (FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE




FIRST FLOOR PLAN –
BUILDING #58 (FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMEN
NOT TO SCALE

PROJECT #14026

THIS INSTRUMENT DRAFTED BY PETER TUFTEE

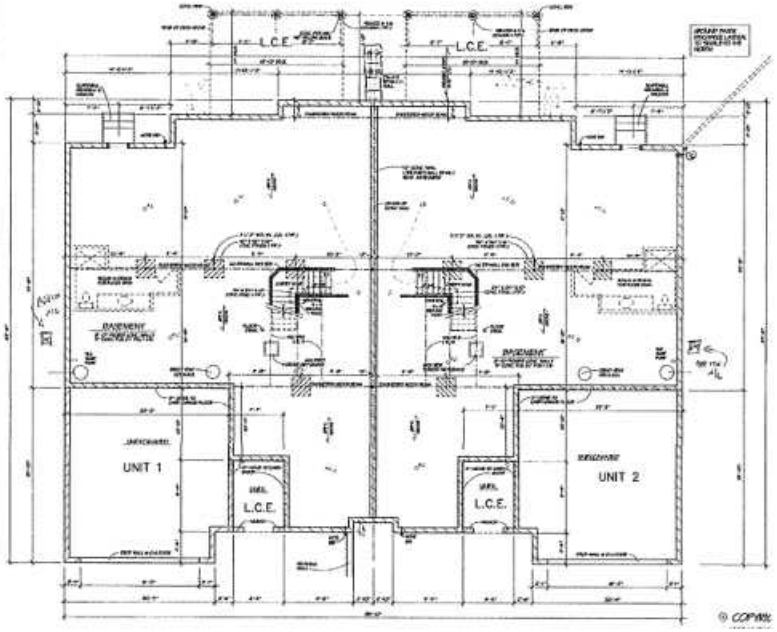
EXHIBIT 6-D-2

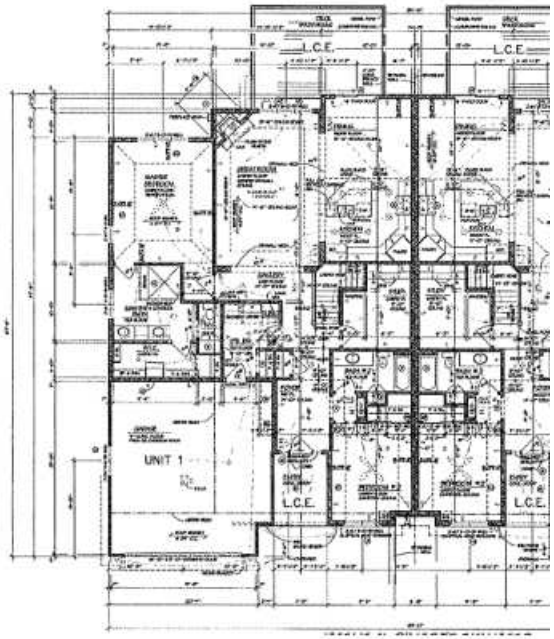
LEGEND

L.C.E. – DENOTES LIMITED COMMON ELEMENT (L.C.E.)

The limited common elements consist of the outside deck, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

SIXTH
WOODLA
CITY OF




FOUNDATION PLAN –

BUILDING #68 (FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE

FIRST FLOOR PLAN –

BUILDING #68 (FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE

PROJECT #14026

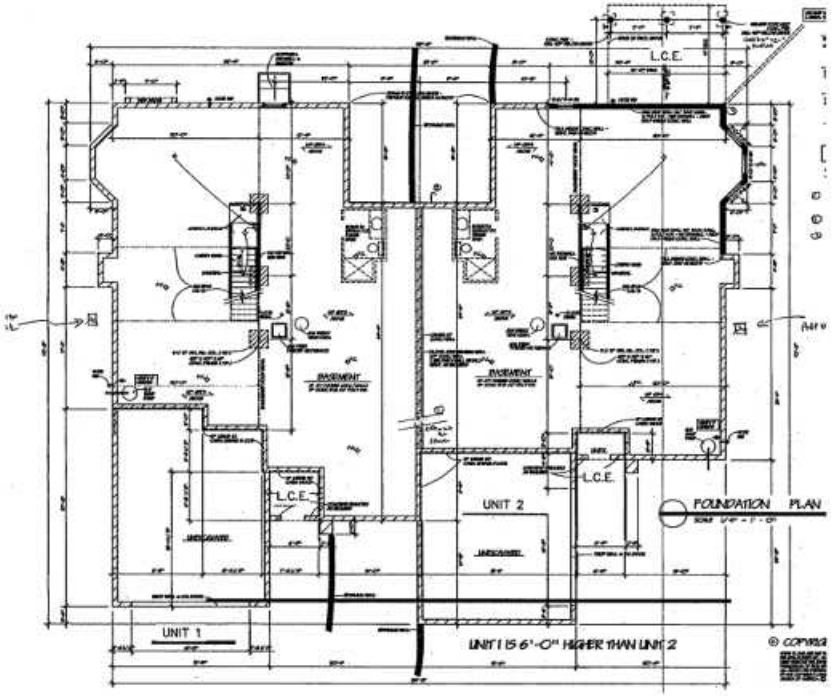
THIS INSTRUMENT DRAFTED BY PETER TUFTEE

LEGEND

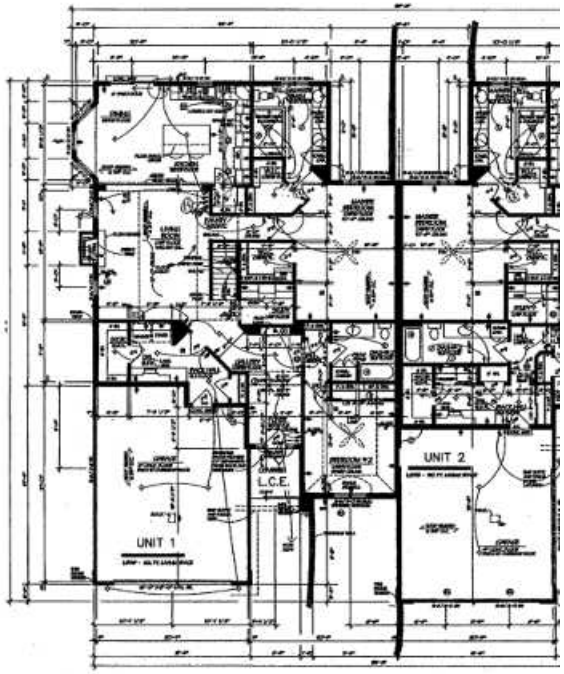
L.C.E. – DENOTES LIMITED COMMON ELEMENT (L.C.E.)

The limited common elements consist of the outside deck, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

SIXTH A
WOODLA
CITY OF




FOUNDATION PLAN –
BUILDING #67 (FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE




FIRST FLOOR PLAN –
BUILDING #67 (FLOOR PLANS BY OTHERS)
(DIMENSIONS AND AREAS ARE APPROXIMATE)
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE

PROJECT #14026

THIS INSTRUMENT DRAFTED BY PETER TUFTEE

**EXHIBIT 6-E**
**LEGAL DESCRIPTION EXPANSION REAL ESTATE**

BEING ALL OF LOT 1 AND A PART OF LOT 2 AND LOT 3 OF WOODLAND HILLS, LOCATED IN THE SW 1/4 AND SE 1/4 OF SECTION 31, T.7N., R.19E., CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

ALL OF LOT 1 OF WOODLAND HILLS AND A PART OF LOT 2 WOODLAND HILLS MORE FULLY DESCRIBED AS;

COMMENCING AT SOUTHWEST CORNER OF LOT 2 OF WOODLAND HILLS SUBDIVISION; THENCE N88°16'46"E., ALONG THE NORTH RIGHT-A-WAY OF HAWTHORN HILL DRIVE, 261.14 FEET TO THE POINT OF BEGINNING;

THENCE N01°26'35"W., 128.11 FEET; THENCE N88°46'06"E., 878.49 FEET; THENCE N04°46'12"E, 110.34 FEET, TO THE SOUTH RIGHT-OF-WAY OF WHITE OAK WAY; THENCE 37.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 230.00 FEET,AND THE SOUTH RIGHT-OF-WAY OF WHITE OAK WAY, WHOSE CHORD BEARS S80°25'46"E, 37.68 FEET; THENCE S85°07'36"E, 194.56 FEET; THENCE 99.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 170.00 FEET, WHOSE CHORD BEARS S68°24'52.5"E, 97.77 FEET; THENCE S51°42'09"E, 63.45 FEET; THENCE 134.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 330.00 FEET,AND THE WEST RIGHT-OF-WAY OF WOODLAND HILLS DRIVE, WHOSE CHORD BEARS S21°21'45.5"W, 134.05 FEET; THENCE S09°38'38"W, 52.91; THENCE N80°21'22"W., ALONG THE NORTH RIGHT-A-WAY OF HAWTHORN HILL DRIVE, 311.34 FEET; THENCE 66.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 230.00 FEET, AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, WHOSE CHORD BEARS N88°40'27"W, 66.55 FEET; THENCE S83°00'28"W., 109.07 FEET; THENCE 15.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 170.00 FEET, AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, WHOSE CHORD BEARS S85°38'37"W, 15.64 FEET; THENCE S88°16'46"W., ALONG HAWTHORN HILL DRIVE, 701.26 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM;
PHASE 1, PHASE 2, PHASE 3, PHASE 4, PHASE 5, PHASE 6, AND PHASE 7, OF WOODLAND HILLS II CONDOMINIUM AND PHASE 18 FROM THE SEVENTEEN ADDENDUM TO THE CONDOMINIUM PLAT OF WOODLAND HILLS CONDOMINIUM (DOCUMENT NO.4167043).

Document Number

**SEVENTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODLAND HILLS II CONDOMINIUM**

Title of Document

4545029
REGISTER OF DEEDS
WAUKESHA COUNTY WI
RECORDED ON
January 05, 2021 09:31 AM
James R Behrend
Register of Deeds
12 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00
Book Page -

THIS SEVENTH AMENDMENT to Declaration of Condominium of Woodland Hills II Condominium is made by Woodland Hills Development by Belman, Inc. (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woodland Hills II Condominium dated August 6, 2015, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on August 7, 2015, as Document No. 4159321, as previously amended, hereinafter referred to as the "Declaration."

Recording Area

Name and Return Address
Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
PO Box 558
Waukesha, WI 53187-0558

WAKC0985001 & WAKC0985002
Parcel Identification Number (PIN)

**WITNESSETH**

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts of the real estate described on the Condominium Plat, and Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional forty-four (44) Units, for a total, if fully expanded, of fifty-two (52) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter the "Phase VIII Property") containing two (2) buildings consisting of four (4) units. Following this Amendment there will be thirty-six (36) Units in the Condominium.

The Phase VIII Property and the additional buildings and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit in any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase VIII Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase VIII Property described in Exhibit 7-A attached hereto and the additional building and improvements thereon to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "thirty-two (32)" therefrom and replacing it with the number "thirty-six (36)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Unit shall include a 1/36 undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal descriptions for Phase VIII set forth on Exhibit 7-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 7-B-1, 7-B-2 and 7-B-3 attached hereto.

5. Exhibit C of the Declaration is replaced by Exhibit 7-C attached hereto.

6. Exhibit D of the Declaration is amended to add Exhibits 7-D-1, 7-D-2 and 7-D-3 attached hereto.

7. Exhibit E of the Declaration is deleted and replaced with Exhibit 7-E attached hereto.

8. By constructing the new building and submitting the Phase VIII Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

9. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings located on the Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII and Phase VIII Property as though all had been fully set forth therein at the time of recording the Declaration.

Executed this 28 day of December, 2020.

WOODLAND HILLS DEVELOPMENT
BY BELMAN INC.

By: _____
David Belman, Authorized Agent

STATE OF WISCONSIN )
) ss.
COUNTY OF WAUKESHA )

Personally came before me this 28 day of December, 2020, the above-named David Belman, the authorized agent of Woodland Hills Development by Belman, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Linda A Jason
(Print Name)
Notary Public, Waukesha Co., WI
My Commission expires July 8, 2021

This instrument drafted by:
Richard R. Kobriger
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
(262) 542-4278

**EXHIBIT 7-A**

LEGAL DESCRIPTION – PHASE VIII

LEGAL DESCRIPTION OF WOODLAND HILLS II CONDOMINIUM - PHASE 8:

PHASE LINE
BEING A PART OF LOT 1 AND LOT 2 OF WOODLAND HILLS, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 31, T.7N. R.19E. CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 1 AND THE SOUTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE; THENCE N88°16'46"E, ALONG THE SOUTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, 149.33 FEET;

THENCE CONTINUING N88°16'46"E, ALONG THE SOUTH RIGHT-OF-WAY; 110.00 FEET; THENCE S01°43'14"E, 125.09 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE S88°18'33"W, ALONG SAID SOUTH LINE OF LOT 1, A DISTANCE OF 110.00 FEET; THENCE N01°43'14"W, 125.03 FEET TO THE POINT OF BEGINNING;

ALSO TO INCLUDE

COMMENCING AT THE NORTHWEST CORNER OF LOT 1, THENCE N01°09'53"W, 60.00 FEET, TO THE SW CORNER OF LOT 2 AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE; THENCE N88°16'46"E, ALONG THE SOUTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, 493.31 FEET, TO THE POINT OF BEGINNING;

THENCE N01°13'54"W, 126.13 FEET; THENCE N88°46'06"E, 99.96 FEET; THENCE S01°13'54"E, 125.28 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE; THENCE S88°16'46"W, ALONG SAID RIGHT-OF-WAY 99.96 FEET, THE POINT OF BEGINNING.

SAID LANDS CONTAIN 26,323 SQUARE FEET (0.604 ACRES).

**EXHIBIT 7-B-1**
**SITE MAP AND SURVEY**

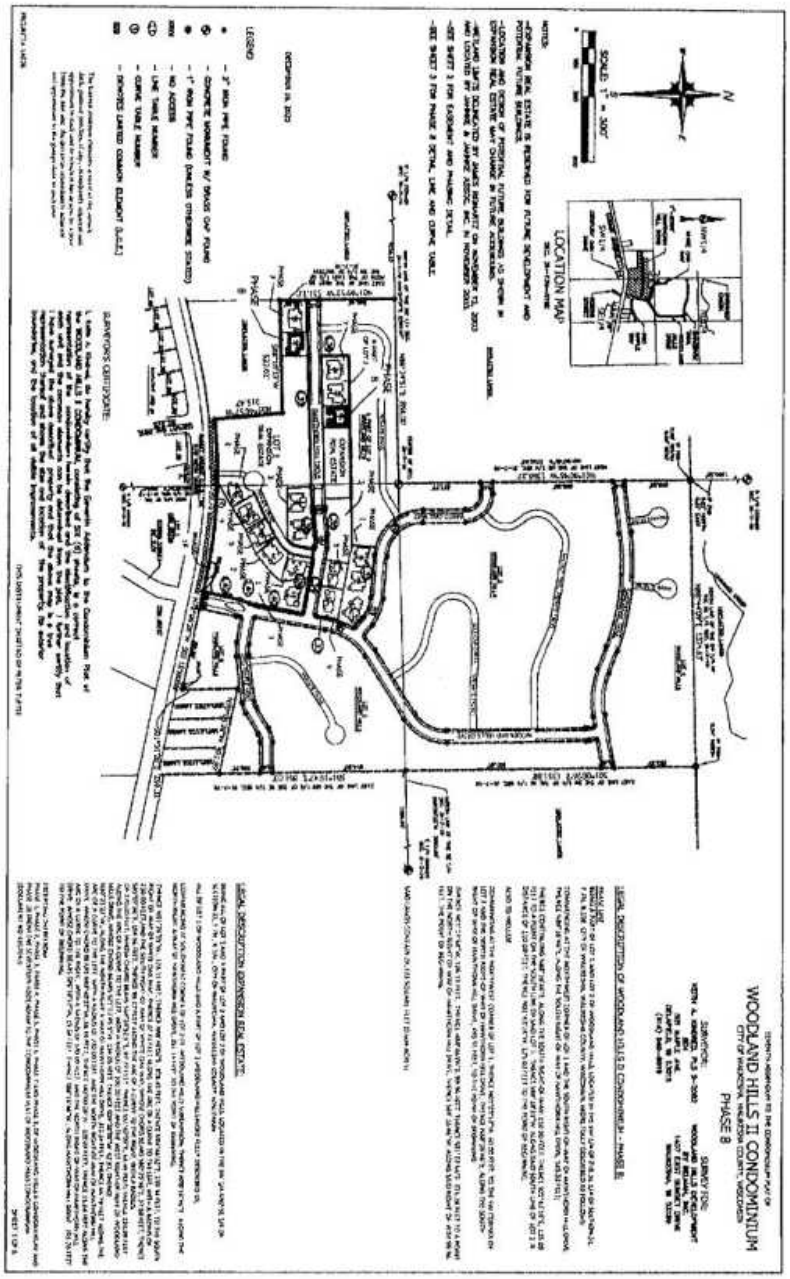


**EXHIBIT 7-B-2**
**SITE MAP AND SURVEY**

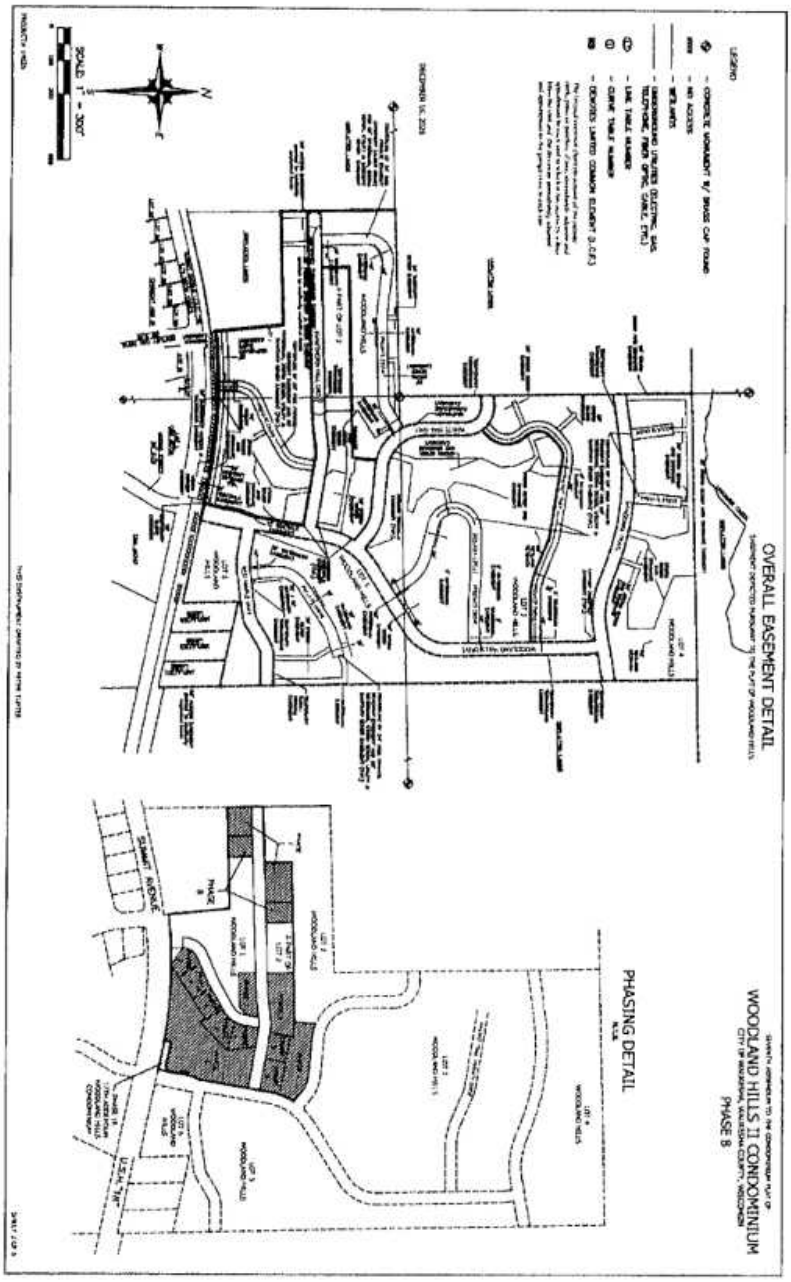


**EXHIBIT 7-B-3**
**SITE MAP AND SURVEY**

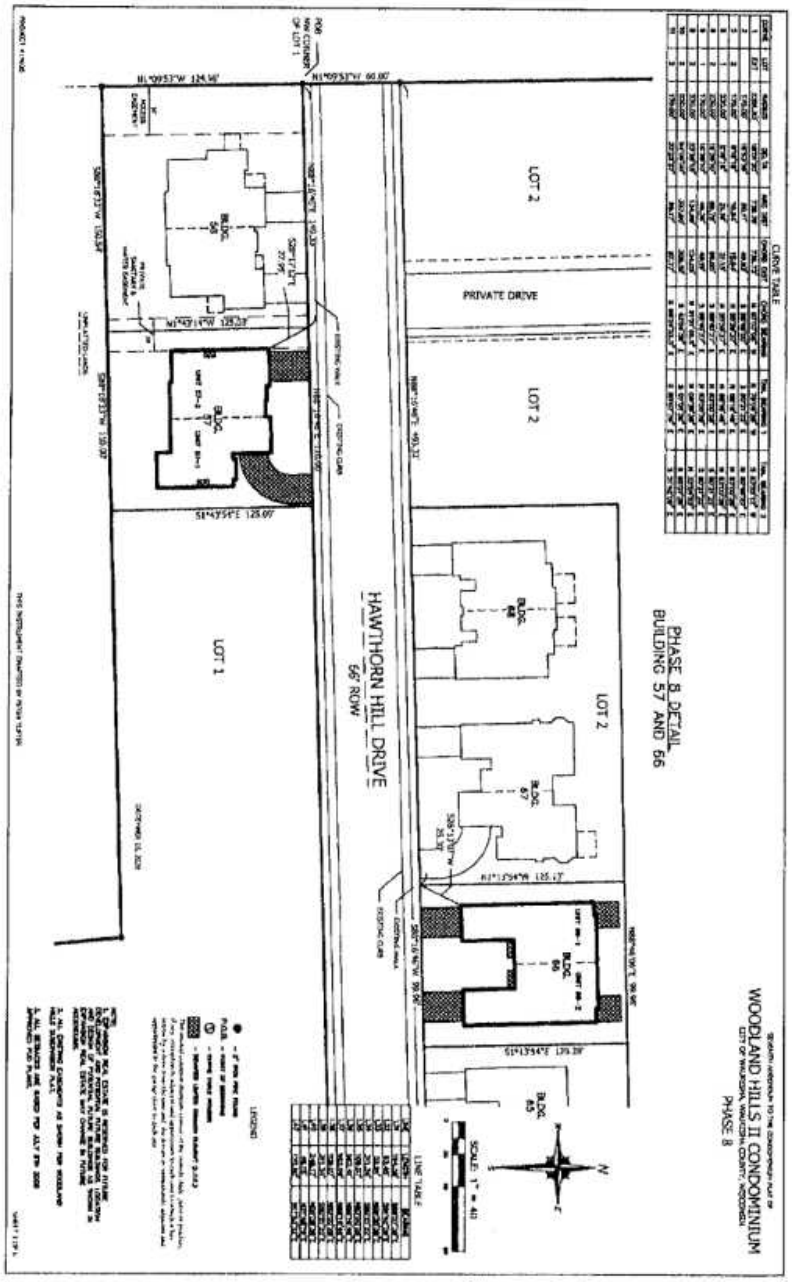


**EXHIBIT 7-C**

All addresses are Waukesha, Wisconsin 53188.

| Building Number | Unit Number | Unit Address | Unit Type |
|---|---|---|---|
| 39 | 39-1 | 3515 White Oak Way | Palo Verde French Country |
| 39 | 39-2 | 3517 White Oak Way | Palo Verde French Country |
| 40 | 40-1 | 3509 White Oak Way | Revised Hemlock |
| 40 | 40-2 | 3511 White Oak Way | Revised Hemlock |
| 41 | 41-1 | 3501 White Oak Way | Sequoia |
| 41 | 41-2 | 3503 White Oak Way | Sequoia |
| 42 | 42-1 | 3502 Hawthorn Hill Drive | Prairie Sequoia |
| 42 | 42-2 | 3500 Hawthorn Hill Drive | Prairie Sequoia |
| 43 | 43-1 | 3508 Hawthorn Hill Drive | Sequoia |
| 43 | 43-2 | 3506 Hawthorn Hill Drive | Sequoia |
| 44 | 44-1 | 3501 Hawthorn Hill Drive | Palo Verde French Revival |
| 44 | 44-2 | 3503 Hawthorn Hill Drive | Palo Verde French Revival |
| 45 | 45-1 | 827 Conifer Court | Revised Palo Verde |
| 45 | 45-2 | 825 Conifer Court | Revised Palo Verde |
| 46 | 46-1 | 823 Conifer Court | Revised Sycamore |
| 46 | 46-2 | 821 Conifer Court | Revised Sycamore |
| 47 | 47-1 | 819 Conifer Court | Juniper |
| 47 | 47-2 | 817 Conifer Court | Juniper |
| 48 | 48-1 | 815 Conifer Court | Bayberry French Country |
| 48 | 48-2 | 811 Conifer Court | Bayberry French Country |
| 49 | 49-1 | 809 Conifer Court | Revised Prairie Alder |
| 49 | 49-2 | 807 Conifer Court | Revised Prairie Alder |
| 50 | 50-1 | 3515 Hawthorn Hill Drive | Hemlock |
| 50 | 50-2 | 3517 Hawthorn Hill Drive | Hemlock |
| 51 | 51-1 | 3519 Hawthorn Hill Drive | Hemlock |
| 51 | 51-2 | 3521 Hawthorn Hill Drive | Hemlock |
| 57 | 57-1 | 3609 Hawthorn Hill Drive | American Chestnut |
| 57 | 57-2 | 3611 Hawthorn Hill Drive | American Chestnut |
| 58 | 58-1 | 3615 Hawthorn Hill Drive | Yellow Birch |
| 58 | 58-2 | 3617 Hawthorn Hill Drive | Yellow Birch |
| 66 | 66-1 | 3536 Hawthorn Hill Drive | Juniper French Country |
| 66 | 66-2 | 3534 Hawthorn Hill Drive | Juniper French Country |
| 67 | 67-1 | 3602 Hawthorn Hill Drive | Revised Hemlock |
| 67 | 67-2 | 3600 Hawthorn Hill Drive | Revised Hemlock |
| 68 | 68-1 | 3606 Hawthorn Hill Drive | French Country Palo Verde |
| 68 | 68-2 | 3604 Hawthorn Hill Drive | French Country Palo Verde |

**EXHIBIT 7-D-1**

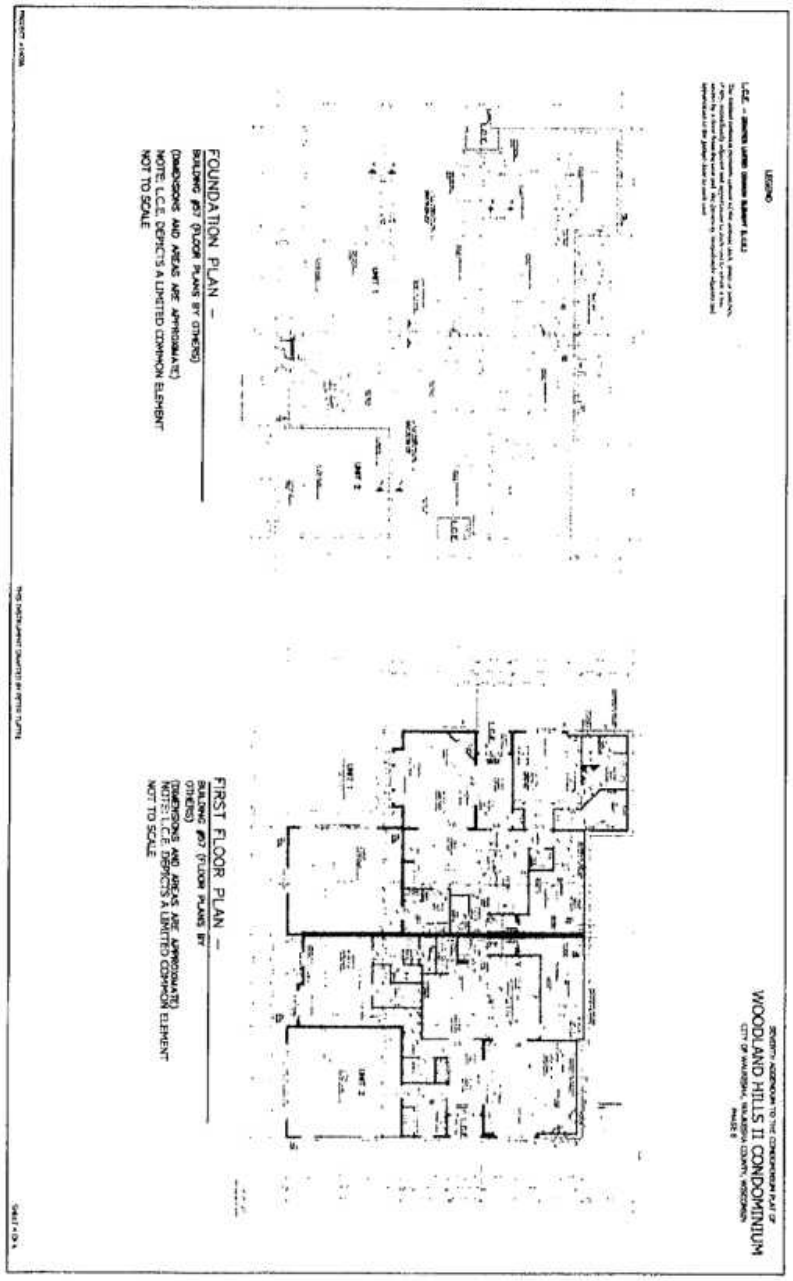

WOODLAND HILLS II CONDOMINIUM
FOUNDATION PLAN –
FIRST FLOOR PLAN –

**EXHIBIT 7-D-2**

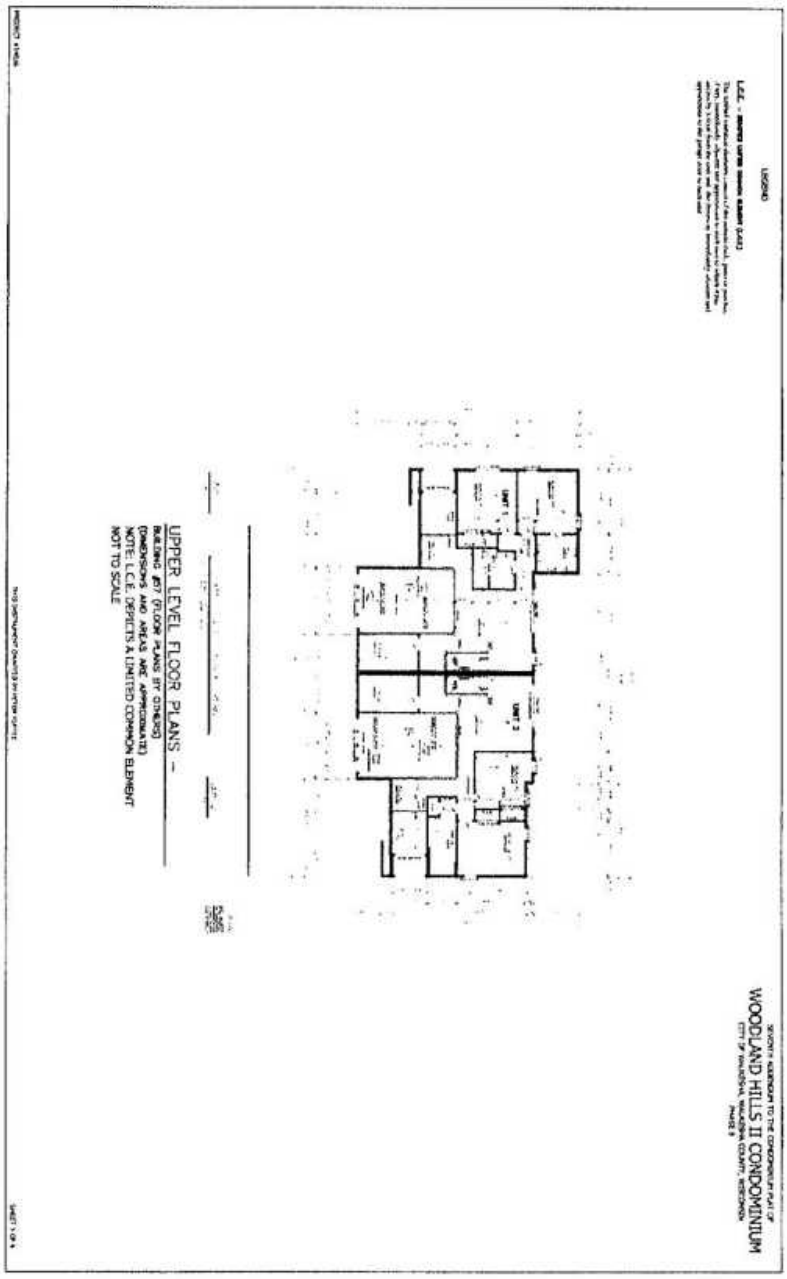

WOODLAND HILLS II CONDOMINIUM
UPPER LEVEL FLOOR PLANS -
NOTE: L.C.E. DENOTES A LIMITED COMMON ELEMENT
NOT TO SCALE

**EXHIBIT 7-D-3**

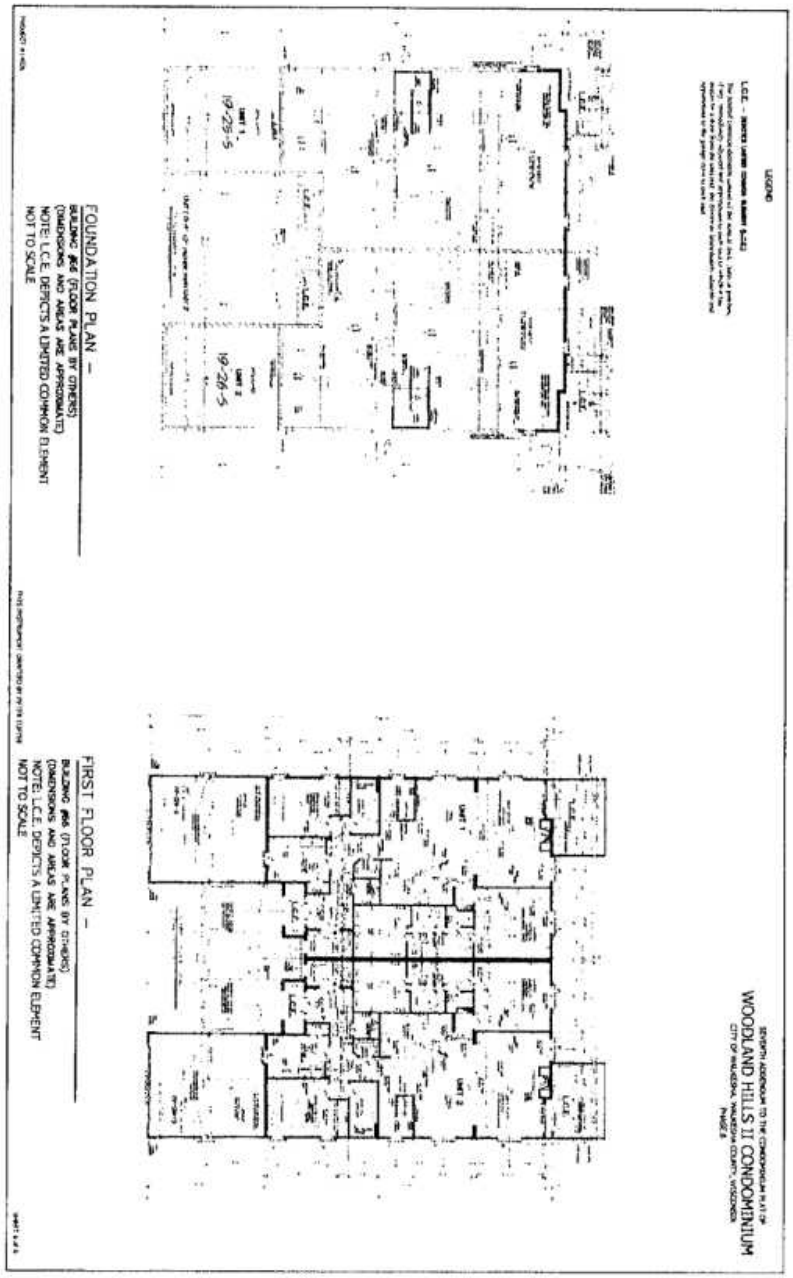

WOODLAND HILLS II CONDOMINIUM
FOUNDATION PLAN –
FIRST FLOOR PLAN –
NOTE: L.C.E. DEPICTS A LIMITED COMMON ELEMENT
NOT TO SCALE

**EXHIBIT 7-E**
**LEGAL DESCRIPTION EXPANSION REAL ESTATE**

LEGAL DESCRIPTION EXPANSION REAL ESTATE:

BEING ALL OF LOT 1 AND A PART OF LOT 2 AND LOT 3 OF WOODLAND HILLS, LOCATED IN THE SW 1/4 AND SE 1/4 OF SECTION 31, T.7N., R.19E., CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

ALL OF LOT 1 OF WOODLAND HILLS AND A PART OF LOT 2 WOODLAND HILLS MORE FULLY DESCRIBED AS;

COMMENCING AT SOUTHWEST CORNER OF LOT 2 OF WOODLAND HILLS SUBDIVISION; THENCE N88°16'46"E., ALONG THE NORTH RIGHT-A-WAY OF HAWTHORN HILL DRIVE, 261.14 FEET TO THE POINT OF BEGINNING;

THENCE N01°26'35"W., 128.11 FEET; THENCE N88°46'06"E., 878.49 FEET; THENCE N04°46'12"E, 110.34 FEET, TO THE SOUTH RIGHT-OF-WAY OF WHITE OAK WAY; THENCE 37.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 230.00 FEET,AND THE SOUTH RIGHT-OF-WAY OF WHITE OAK WAY, WHOSE CHORD BEARS S80°25'46"E, 37.68 FEET; THENCE S85°07'36"E, 194.56 FEET; THENCE 99.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 170.00 FEET, WHOSE CHORD BEARS S68°24'52.5"E, 97.77 FEET; THENCE S51°42'09"E, 63.45 FEET; THENCE 134.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 330.00 FEET,AND THE WEST RIGHT-OF-WAY OF WOODLAND HILLS DRIVE, WHOSE CHORD BEARS S21°21'45.5"W, 134.05 FEET; THENCE S09°38'38"W, 52.91; THENCE N80°21'22"W., ALONG THE NORTH RIGHT-A-WAY OF HAWTHORN HILL DRIVE, 311.34 FEET; THENCE 66.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 230.00 FEET, AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, WHOSE CHORD BEARS N88°40'27"W, 66.55 FEET; THENCE S83°00'28"W., 109.07 FEET; THENCE 15.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 170.00 FEET, AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, WHOSE CHORD BEARS S85°38'37"W, 15.64 FEET; THENCE S88°16'46"W., ALONG HAWTHORN HILL DRIVE, 701.26 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM;
PHASE 1, PHASE 2, PHASE 3, PHASE 4, PHASE 5, PHASE 6, PHASE 7 AND PHASE 8, OF WOODLAND HILLS II CONDOMINIUM AND PHASE 18 FROM THE SEVENTEEN ADDENDUM TO THE CONDOMINIUM PLAT OF WOODLAND HILLS CONDOMINIUM (DOCUMENT NO.4167043).

| Document Number | **EIGHTH AMENDMENT TO DECLARATION OF CONDOMINIUM OF WOODLAND HILLS II CONDOMINIUM**<br>Title of Document |
|---|---|

4589222
REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
June 02, 2021 02:27 PM
James R Behrend
Register of Deeds
12 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00
Book Page -

THIS EIGHTH AMENDMENT to Declaration of Condominium of Woodland Hills II Condominium is made by Woodland Hills Development by Belman, Inc. (hereinafter "Declarant"), pursuant to and in accordance with the provisions of the Condominium Ownership Act created by Chapter 703 of the Wisconsin Statutes and the Declaration of Condominium of Woodland Hills II Condominium dated August 6, 2015, and recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin on August 7, 2015, as Document No. 4159321, as previously amended, hereinafter referred to as the "Declaration."

Recording Area
Name and Return Address
Brian M. Brejcha
Cramer, Multhauf & Hammes, LLP
PO Box 558
Waukesha, WI 53187-0558

WAKC0985001 & WAKC0985002
Parcel Identification Number (PIN)

**WITNESSETH**

In Article XIII of the Declaration, Declarant reserves the right to expand the Condominium by subjecting to the Declaration parts of the real estate described on the Condominium Plat, and Exhibit E of the Declaration (the "Expansion Real Estate") and also by constructing thereon, either before or after such expansion, no more than an additional forty-four (44) Units, for a total, if fully expanded, of fifty-two (52) Units.

Declarant now desires to subject to the Declaration a portion of the Expansion Real Estate (hereinafter the "Phase IX Property") containing three (3) buildings consisting of six (6) units. Following this Amendment there will be forty-two (42) Units in the Condominium.

The Phase IX Property and the additional buildings and improvements thereon, together with the Condominium created under the Declaration, shall be referred to herein jointly as the "Condominium." As used herein, the term "Unit Owner" shall mean the owner of a Unit in any building previously declared or declared herein, unless otherwise limited.

NOW, THEREFORE, Declarant, the fee owner of the Phase IX Property, pursuant to Article XIII of the Declaration, hereby amends the Declaration by submitting the Phase IX Property described in Exhibit 8-A attached hereto and the additional building and improvements thereon to the Condominium Ownership Act and the Declaration as though fully set forth therein at the time of recording the Declaration, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, any other easements and/or rights in favor of gas, sanitary sewers, storm sewers, electric, telephone and water utilities, all other matters of record and the following restrictions and conditions:

1. Article I of the Declaration is hereby amended by striking the number "thirty-six (36)" therefrom and replacing it with the number "forty-two (42)."

2. Article V of the Declaration is hereby amended by striking Section 1 and replacing it with the following:

"1. Ownership. The ownership in each Unit shall include a 1/42 undivided interest in the Common Elements."

3. Exhibit A of the Declaration is amended by adding the legal descriptions for Phase IX set forth on Exhibit 8-A attached hereto.

4. Exhibit B of the Declaration is amended to include Exhibits 8-B-1, 8-B-2 and 8-B-3 attached hereto.

5. Exhibit C of the Declaration is replaced by Exhibit 8-C attached hereto.

6. Exhibit D of the Declaration is amended to add Exhibits 8-D-1, 8-D-2 and 8-D-3 attached hereto.

7. Exhibit E of the Declaration is deleted and replaced with Exhibit 8-E attached hereto.

8. By constructing the new building and submitting the Phase IX Property, Declarant does not waive any of the rights to it reserved in Article XIII of the Declaration nor does it represent that such additions are the full extent of the exercise of its rights thereunder. However, DECLARANT SHALL BE UNDER NO OBLIGATION AND MAKES NO REPRESENTATION THAT IT WILL FURTHER EXPAND OR CONSTRUCT ANY PART OR ALL OF THE EXPANSION REAL ESTATE AS SUCH RIGHTS ARE RESERVED.

9. Except as otherwise stated herein, the provisions of the Declaration shall be deemed to extend to Units in all buildings located on the Phase I, Phase II, Phase III, Phase IV, Phase V, Phase VI, Phase VII, Phase VIII and Phase IX Property as though all had been fully set forth therein at the time of recording the Declaration.

Executed this 1st day of June, 2021.

WOODLAND HILLS DEVELOPMENT
BY BELMAN, INC.

By: _____
David Belman, Authorized Agent

Linda A. Jason Notary Public State of Wisconsin

STATE OF WISCONSIN)
COUNTY OF WAUKESHA)

Personally came before me this 1 day of June, 2021, the above-named David Belman, the authorized agent of Woodland Hills Development by Belman, Inc., to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Linda A. Jason
(Print Name)
Notary Public, Waukesha Co., WI
My Commission expires July 8, 2021

This instrument drafted by:
Brian M. Brejcha
CRAMER, MULTHAUF & HAMMES, LLP
1601 East Racine Avenue • Suite 200
P.O. Box 558
Waukesha, WI 53187-0558
(262) 542-4278

**EXHIBIT 8-A**

LEGAL DESCRIPTION – PHASE IX

LEGAL DESCRIPTION OF WOODLAND HILLS II CONDOMINIUM - PHASE 9:

**PHASE LINE**

BEING A PART OF LOT 2 OF WOODLAND HILLS, LOCATED IN THE SW 1/4 OF THE SE 1/4 OF SECTION 31, T.7N. R.19E. CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 2, AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE; THENCE N88°16'46"E, ALONG THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, 593.27 FEET, TO THE POINT OF BEGINNING.

THENCE N01°13'54"W, 125.28 FEET; THENCE N88°46'06"E, 329.12 FEET; THENCE S01°43'14"E, 122.46 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE; THENCE S88°16'46"W, ALONG SAID RIGHT-OF-WAY 330.18 FEET, THE POINT OF BEGINNING.

SAID LANDS CONTAIN 40,834 SQUARE FEET (0.937 ACRES).

**EXHIBIT 8-B-1**
**SITE MAP AND SURVEY**

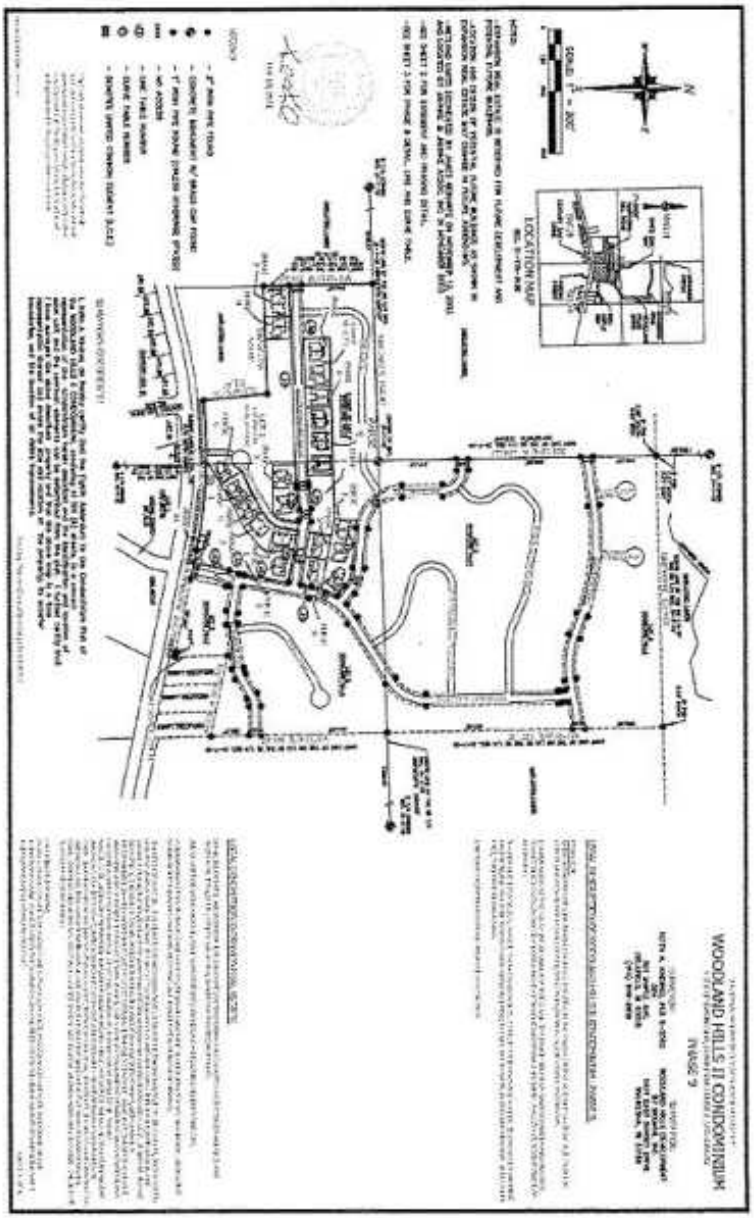


**EXHIBIT 8-B-2**
**SITE MAP AND SURVEY**

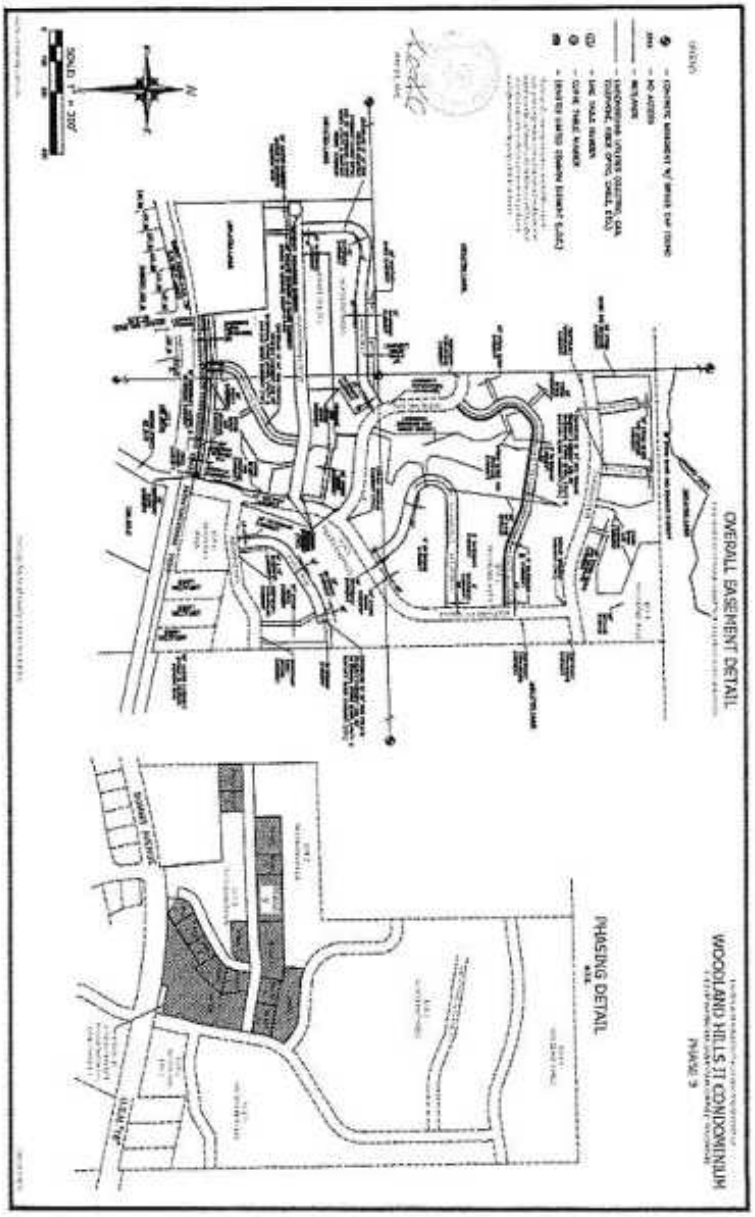


**EXHIBIT 8-B-3**
**SITE MAP AND SURVEY**

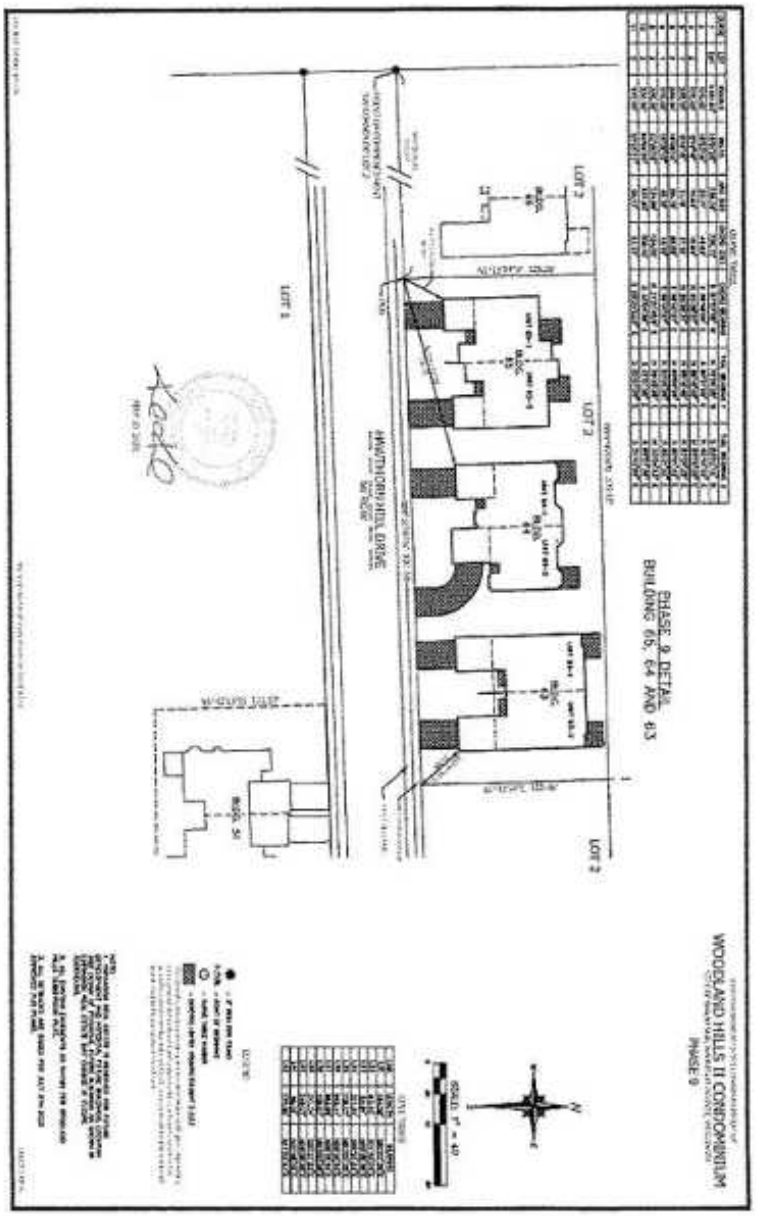


**EXHIBIT 8-C**

All addresses are Waukesha, Wisconsin 53188.

| Building Number | Unit Number | Unit Address | Unit Type |
|---|---|---|---|
| 39 | 39-1 | 3515 White Oak Way | Palo Verde French Country |
| 39 | 39-2 | 3517 White Oak Way | Palo Verde French Country |
| 40 | 40-1 | 3509 White Oak Way | Revised Hemlock |
| 40 | 40-2 | 3511 White Oak Way | Revised Hemlock |
| 41 | 41-1 | 3501 White Oak Way | Sequoia |
| 41 | 41-2 | 3503 White Oak Way | Sequoia |
| 42 | 42-1 | 3502 Hawthorn Hill Drive | Prairie Sequoia |
| 42 | 42-2 | 3500 Hawthorn Hill Drive | Prairie Sequoia |
| 43 | 43-1 | 3508 Hawthorn Hill Drive | Sequoia |
| 43 | 43-2 | 3506 Hawthorn Hill Drive | Sequoia |
| 44 | 44-1 | 3501 Hawthorn Hill Drive | Palo Verde French Revival |
| 44 | 44-2 | 3503 Hawthorn Hill Drive | Palo Verde French Revival |
| 45 | 45-1 | 827 Conifer Court | Revised Palo Verde |
| 45 | 45-2 | 825 Conifer Court | Revised Palo Verde |
| 46 | 46-1 | 823 Conifer Court | Revised Sycamore |
| 46 | 46-2 | 821 Conifer Court | Revised Sycamore |
| 47 | 47-1 | 819 Conifer Court | Juniper |
| 47 | 47-2 | 817 Conifer Court | Juniper |
| 48 | 48-1 | 815 Conifer Court | Bayberry French Country |
| 48 | 48-2 | 811 Conifer Court | Bayberry French Country |
| 49 | 49-1 | 809 Conifer Court | Revised Prairie Alder |
| 49 | 49-2 | 807 Conifer Court | Revised Prairie Alder |
| 50 | 50-1 | 3515 Hawthorn Hill Drive | Hemlock |
| 50 | 50-2 | 3517 Hawthorn Hill Drive | Hemlock |
| 51 | 51-1 | 3519 Hawthorn Hill Drive | Hemlock |
| 51 | 51-2 | 3521 Hawthorn Hill Drive | Hemlock |
| 57 | 57-1 | 3609 Hawthorn Hill Drive | American Chestnut |
| 57 | 57-2 | 3611 Hawthorn Hill Drive | American Chestnut |
| 58 | 58-1 | 3615 Hawthorn Hill Drive | Yellow Birch |
| 58 | 58-2 | 3617 Hawthorn Hill Drive | Yellow Birch |
| 63 | 63-1 | 3524 Hawthorn Hill Drive | Juniper French Country Revisited |
| 63 | 63-2 | 3522 Hawthorn Hill Drive | Juniper French Country Revisited |
| 64 | 64-1 | 3528 Hawthorn Hill Drive | Aubour |
| 64 | 64-2 | 3526 Hawthorn Hill Drive | Aubour |
| 65 | 65-1 | 3532 Hawthorn Hill Drive | French Country Bayberry II |
| 65 | 65-2 | 3530 Hawthorn Hill Drive | French Country Bayberry II |
| 66 | 66-1 | 3536 Hawthorn Hill Drive | Juniper French Country |
| 66 | 66-2 | 3534 Hawthorn Hill Drive | Juniper French Country |
| 67 | 67-1 | 3602 Hawthorn Hill Drive | Revised Hemlock |
| 67 | 67-2 | 3600 Hawthorn Hill Drive | Revised Hemlock |
| 68 | 68-1 | 3606 Hawthorn Hill Drive | French Country Palo Verde |
| 68 | 68-2 | 3604 Hawthorn Hill Drive | French Country Palo Verde |

**EXHIBIT 8-D-1**

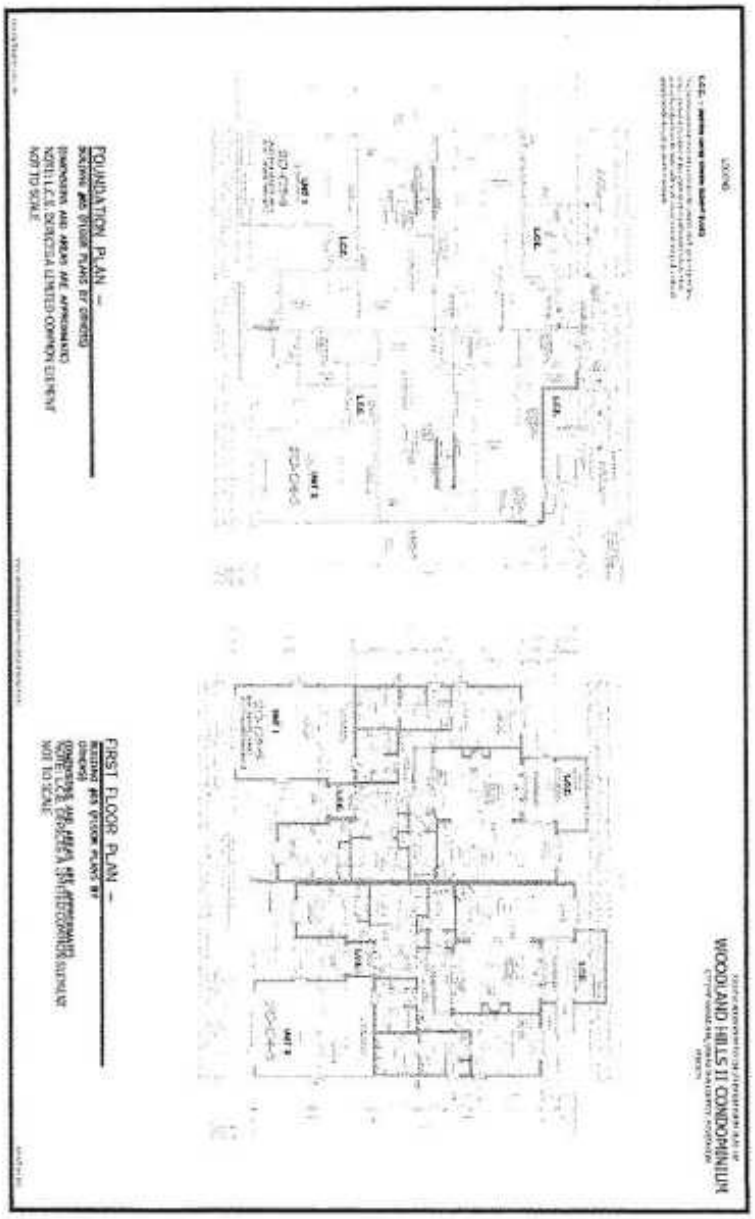

WOODCHUCK HILL II CONDOMINIUM
FOUNDATION PLAN –
FIRST FLOOR PLAN –

**EXHIBIT 8-D-2**

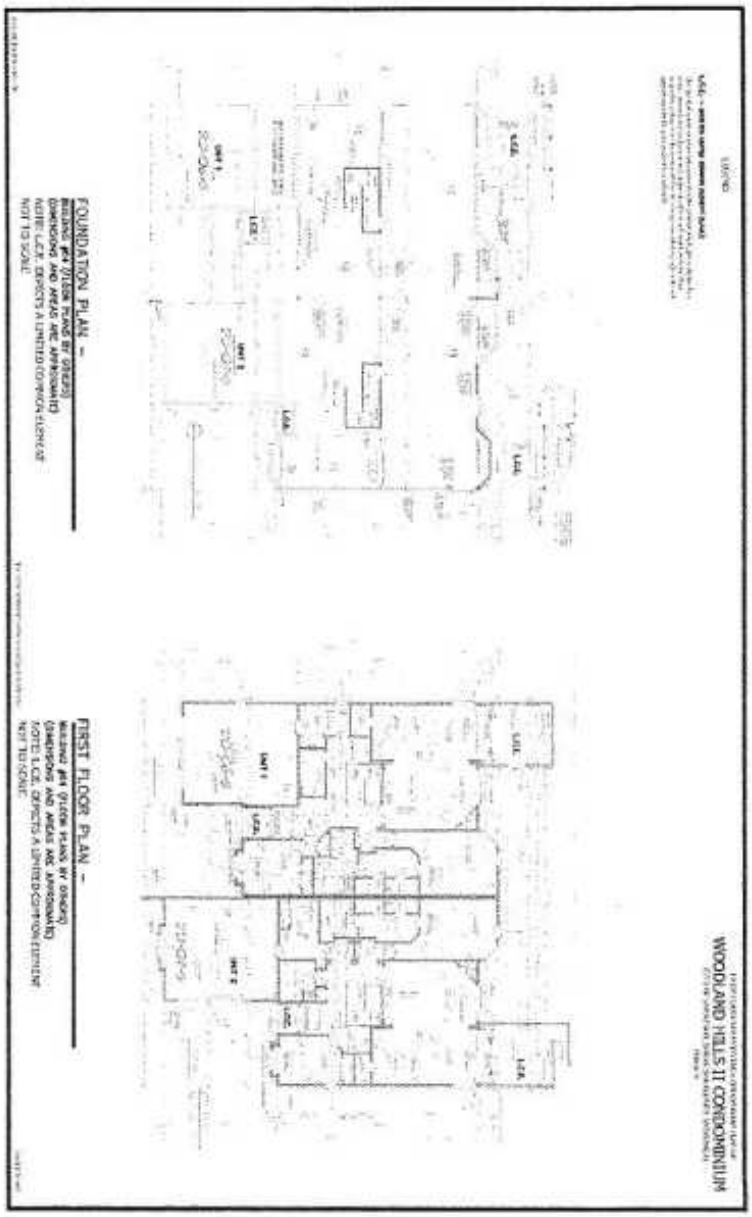
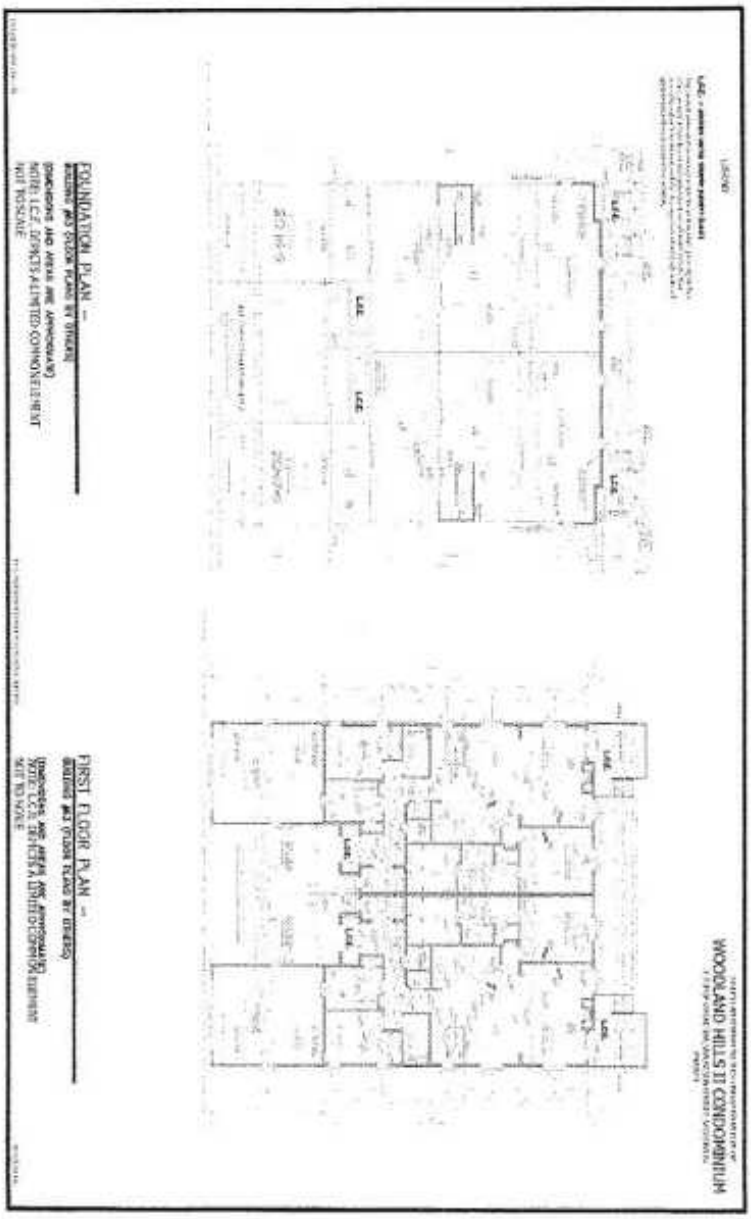

WOODLAND HILLS II CONDOMINIUM
FOUNDATION PLAN –
FIRST FLOOR PLAN –

**EXHIBIT 8-D-3**


FOUNDATION PLAN –
FIRST FLOOR PLAN –
WOODMONT HILLS II CONDOMINIUM

## EXHIBIT 8-E
## LEGAL DESCRIPTION EXPANSION REAL ESTATE

**LEGAL DESCRIPTION EXPANSION REAL ESTATE:**

BEING ALL OF LOT 1 AND A PART OF LOT 2 AND LOT 3 OF WOODLAND HILLS, LOCATED IN THE SW 1/4 AND SE 1/4 OF SECTION 31, T.7N., R.19E., CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

ALL OF LOT 1 OF WOODLAND HILLS AND A PART OF LOT 2 WOODLAND HILLS MORE FULLY DESCRIBED AS:

COMMENCING AT SOUTHWEST CORNER OF LOT 2 OF WOODLAND HILLS SUBDIVISION; THENCE N88°16'46"E., ALONG THE NORTH RIGHT-A-WAY OF HAWTHORN HILL DRIVE, 261.14 FEET TO THE POINT OF BEGINNING:

THENCE N01°26'35"W., 128.11 FEET; THENCE N88°46'06"E., 878.49 FEET; THENCE N04°46'12"E, 110.34 FEET, TO THE SOUTH RIGHT-OF-WAY OF WHITE OAK WAY; THENCE 37.73 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 230.00 FEET, AND THE SOUTH RIGHT-OF-WAY OF WHITE OAK WAY, WHOSE CHORD BEARS S80°25'46"E, 37.68 FEET; THENCE S85°07'36"E, 194.56 FEET; THENCE 99.17 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 170.00 FEET, WHOSE CHORD BEARS S68°24'52.5"E, 97.77 FEET; THENCE S51°42'09"E, 63.45 FEET; THENCE 134.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 330.00 FEET, AND THE WEST RIGHT-OF-WAY OF WOODLAND HILLS DRIVE, WHOSE CHORD BEARS S21°21'45.5"W, 134.05 FEET; THENCE S09°38'38"W, 52.91; THENCE N80°21'22"W., ALONG THE NORTH RIGHT-A-WAY OF HAWTHORN HILL DRIVE, 311.34 FEET; THENCE 66.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, WITH A RADIUS OF 230.00 FEET, AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, WHOSE CHORD BEARS N88°40'27"W, 66.55 FEET; THENCE S83°00'28"W., 109.07 FEET; THENCE 15.64 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, WITH A RADIUS OF 170.00 FEET, AND THE NORTH RIGHT-OF-WAY OF HAWTHORN HILL DRIVE, WHOSE CHORD BEARS S85°38'37"W, 15.64 FEET; THENCE S88°16'46"W., ALONG HAWTHORN HILL DRIVE, 701.26 FEET TO THE POINT OF BEGINNING.

**EXCEPTING THEREFROM:**

PHASE 1, PHASE 2, PHASE 3, PHASE 4, PHASE 5, PHASE 6, PHASE 7, PHASE 8 AND PHASE 9, OF WOODLAND HILLS II CONDOMINIUM AND PHASE 18 FROM THE SEVENTEEN ADDENDUM TO THE CONDOMINIUM PLAT OF WOODLAND HILLS CONDOMINIUM (DOCUMENT NO.4167043).

# SECTION 3

# BYLAWS

**BYLAWS OF WOODLAND HILLS II**

**CONDOMINIUM OWNERS ASSOCIATION, INC.**

## ARTICLE I

## NAME AND LOCATION

1. Name. The name of the corporation shall be Woodland Hills II Condominium Owners Association, Inc. ("Association").

2. Location. The initial principal office of the Association shall be at 1407 East Sunset Drive, Waukesha, Wisconsin, 53189. The Association may have offices at such other places as it may, from time to time, determine.

## ARTICLE II

## APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

1. Application. These Bylaws, together with the Declaration of Condominium of Woodland Hills II Condominium ("Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), shall apply to, govern and control the Condominium property and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit (a "Unit") on the property will signify the acceptance and ratification of these Bylaws by all such persons.

2. Members. The Members of the Association shall consist of the Unit owners who have record title in their names or who are the purchasers under a recorded land contract.

3. Initial Organization. Notwithstanding any provision set forth in these Bylaws to the contrary, Woodland Hills Development by Belman, Inc. ("Declarant"), shall designate the initial Board, consisting of three (3) persons. Such members of the Board, or successors to any of them as designated by Declarant, need not be Unit owners and shall continue to serve as follows:

a. Prior to the conveyance of 25 percent of the undivided interest in the General Common Elements, as defined in the Declaration, by Declarant to purchasers, a special meeting of the Members shall be called, at which time one (1) member of the initial Board, or their successors, as designated by Declarant shall tender their resignations and the Unit owners other than Declarant shall elect one (1) new member of the Board in accordance with the provisions of Article V of these Bylaws;

b. Notwithstanding paragraph (a) above, upon the expiration of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or upon the passage of thirty (30) days from the conveyance of 75 percent undivided interest of the General

Common Elements by Declarant to purchasers, whichever occurs earliest, a special meeting of the members shall be called not later than thirty (30) days thereafter, at which time all members of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignations, shall resign and the members shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of five (5) persons, including such new members as may have been elected pursuant to paragraph (a) above, in accordance with the provisions of Article V of these Bylaws.

For the purpose of determining the percentages in paragraphs (a) and (b) above, the undivided interest in the General Common Elements shall be deemed to consist of fifty-two (52) Unit interests. Declarant shall be deemed to own all fifty-two (52) Unit interests less those appurtenant to Units actually conveyed by Declarant.

## ARTICLE III

## VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

1. Voting. Each Member shall have one (1) vote for each Unit owned. If a Unit is owned by more than one person, is under lease or is owned by an entity other than individuals, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit or a duly authorized officer of the owner and filed with the Secretary of the Association. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting. If the owners of any Unit cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon.

2. Quorum. Except as otherwise provided in these Bylaws, the presence in person or by proxy of Members holding more than one tenth (1/10th) of the votes shall constitute a quorum.

3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for one hundred eighty (180) days.

## ARTICLE IV

## MEETINGS

1. Roster of Members. The Association shall maintain a current roster of names and addresses of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address; no Member may vote at meetings of the Association until the foregoing information is furnished.

2. Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the Members as may be designated by the Board.

3. Annual Meetings. The annual meetings of the Association shall be held on the first Tuesday in April of each year (the "Annual meeting"). At each annual meeting the Members shall elect one or more members of the Board in accordance with Article V hereof. The Members may also transact such other business of the Association as may properly come before them.

4. Special Meetings. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

5. Notice of Meetings. The Secretary shall deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served and such notice shall be effective upon the date of delivery or mailing.

6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty eight (48) hours from the time the original meeting was called.

7. Order of Business. The order of business at all meetings of the Members shall be as follows:

a. Roll call.

b. Proof of notice of meeting or waiver of notice.

c. Reading of minutes of preceding meeting.

d. Reports of officers.

e. Reports of committees.

f. Election of directors (when applicable).

g. Unfinished business.

h. New business.

8. Parliamentary Procedure. Except where inconsistent with these Bylaws, meetings of the Association shall be conducted substantially in accordance with the latest revised edition of Roberts Rules of Order.

## ARTICLE V

## BOARD OF DIRECTORS

1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, of whom not more than one person is a non-Unit owner, subject to the provisions of Article II, Section 3 hereof.

2. Election and Term of Office.

a. Directors elected by Unit owners shall be elected by plurality vote. Each Unit shall be entitled to cast its vote for as many persons as there are Directors to be elected and for whose election the Unit owners of such Unit shall be entitled to vote. Votes shall not be cumulated.

b. The term of the Director elected in accordance with paragraph (a) of Section 3 of Article II shall expire on the date of the annual meeting next succeeding the date of his election. Thereafter, the term of each Director elected or re-elected in succession of the Director shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

c. At the special meeting of the Association at which all members of the Board shall be elected by the Association as provided in paragraph (b) of Section 3 of Article II, the persons receiving the first, second and third highest number of votes shall be elected for a term of two (2) years and the persons receiving the fourth and fifth highest number of votes shall be elected for a term of one (1) year. All persons elected as members of the Board at any subsequent annual meeting of the Association shall be elected for a term of two (2) years. All members of the Board shall hold office until their respective successors shall have been elected and shall have qualified. In the event of a tie for the third or fifth highest number of votes, the outcome shall be determined by lot, in a manner prescribed by the presiding officer.

3. Powers and Duties. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

a. make and enforce (including enforcement through the establishment of a system of fines) rules and regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Condominium property;

b. make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and

operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

c. execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property, including acquiring and conveying property, contracting for off-site recreational services and suing on behalf of all Members;

d. satisfy all liens against the Condominium property and pay necessary expenses connected therewith;

e. employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section; and

f. perform such other functions as are required or permitted by law or the Declaration.

4. Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Association.

5. Vacancies. Subject to Article II, Section 3 hereof, vacancies in the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Members may be removed with or without cause by Members holding more than 50 percent of the votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

7. Organization Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days' notice to each Director, given personally or by mail, telephone or

telegraph, which notice shall state time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

12. Fidelity Bonds. The Board shall require that all officers and employees of the Association and officers and employees of any professional manager handling or responsible for Association funds shall furnish adequate fidelity bonds. Such fidelity bonds shall name the Association as an obligee and be written in an amount equal to 150 percent of the estimated annual operating expenses of the Condominium, including reserves. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms and expressions. The bonds shall further provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association and to Unit mortgagees of which the Association has knowledge. The premiums on such bonds shall be paid by the Association.

## ARTICLE VI

## OFFICERS

1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board. The Directors may elect an Assistant Treasurer, an Assistant Secretary or such other officers as in their judgment may be necessary.

2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

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

5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.

6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board.

7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

## ARTICLE VII

## BUDGET, ASSESSMENTS AND DEPOSITORIES

1. Budget. The Board shall at least annually adopt and distribute to all Unit owners an annual budget for the operation of the Association. Such budget will contain all anticipated common expenses and any amounts to be allocated to a statutory reserve account under Section 703.163 of the Wisconsin Statutes, any other funds for future expenditures, the amount and purpose of any other anticipated Association expenditure, the amount in the statutory reserve account or any other funds held for future expenditures, any common surpluses, the amount and source of any income, other than Unit owner assessments, the aggregate amount of any assessment to be levied against Unit owners and the purpose of the assessment. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

2. Assessment. The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his deed to his Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before the date when such assessments and installments are due. Any assessment or installment not paid when due shall be delinquent, and the Unit owner may be charged interest on the unpaid

assessment. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium lien on the Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the professional property manager, management company or managing agent provided such manager company or agent is bonded or by such officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. For checks signed by officers, the Board may direct that checks of less than One Thousand Dollars ($1,000.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter signature of designated officers. The Board may from time to time establish dollar limitations in excess of which the professional property manager, management company or managing agent shall not have authority to draw checks. The Board shall notify the designated depository promptly upon the establishment of such limitation.

## ARTICLE VIII

## OBLIGATIONS OF THE UNIT OWNERS

1. Maintenance and Repair.

   a. Every Member must perform promptly all maintenance and repair work within his own Unit and within or on the Limited Common Elements appurtenant to his Unit, shall keep the patio and/or balcony appurtenant to his Unit in a clean and neat condition, including snow removal and is expressly responsible for the damages and liabilities that his failure to do so may cause.

   b. Each Member shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by him, any member of his family, any tenant, any employee or any other user or occupant of his Unit.

2. Use of Common Areas and Facilities. No Member shall place or cause to be placed any objects of any kind in the Common Elements, except in the Limited Common Elements appurtenant to his Unit, unless otherwise prohibited.

3. Right of Entry.

a. Each Member grants a right of entry to his Unit to the professional property manager, management company or managing agent employed by the Board or to any other person authorized by the Board in case of any emergency, whether the Member is present at the time or not. Any damage or loss caused as a result of such entry shall be at the expense only of the Member if, in the judgment of those authorizing the entry, such entry was for emergency purposes.

b. Each Member shall permit such professional property manager, management company or managing agent employed by the Board or any other person authorized by the Board, or their representatives, when so required, to enter his Unit for the purpose of performing non-emergency installations, alterations or repairs, including water sampling and testing, provided that requests for entry are made in advance and that such entry is at a time convenient to the Member.

4. Rules of Conduct.

a. There shall be no advertisements or posters of any kind posted or displayed in or on the Condominium property, except as may be permitted by the Declaration.

b. Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons. Domestic animals may be kept only as permitted by the Declaration.

c. It is prohibited to hang garments, rugs, etc., from the windows or in any areas outside the Units.

d. It is prohibited to throw garbage or trash outside the disposal receptacles.

e. No Member shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units, etc., on the exterior of the Condominium property or that protrude through the walls or the roof of any building.

f. The exterior face of all window coverings, whether fabric or otherwise, must be white, off white or natural wood tones. This includes, but is not limited to, drapes, curtains, louvered blinds and window shades. Fabric window coverings must be treated with backing or lining of opaque quality in white, off white or natural

wood tones. Any departure from the above approved colors requires prior written approval of the Board of Directors.

5. Remedies. Failure to comply with any of these Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable by the Association or, in a proper case, by an aggrieved Member.

## ARTICLE IX

## AMENDMENTS

1. Bylaws. These Bylaws may be amended by the Members in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by the owners of at least 67 percent of the total Units. For the purpose of determining the percentage in the preceding sentence, the total Units shall be deemed to be a total of fifty-two (52) Units until such time as the Declarant's right under Article XV of the Declaration shall expire and Declarant shall be deemed to own all fifty-two (52) Units less those actually conveyed at the time of such determination. No amendment shall limit any of the rights granted to or reserved by Declarant herein.

## ARTICLE X

## MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

1. Notice to Association. Any Member who permits or causes his Unit to be encumbered by a mortgage shall notify the Secretary of each such mortgage and the name and address of each such mortgagee. Such notice may also be served by any such mortgagee. The Secretary shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice.

2. Notice of Unpaid Assessments. Upon ten (10) days request by a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish to such mortgagee, proposed mortgagee or purchaser, a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any such mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement shall disburse mortgage loan proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in such statement. If the Association does not provide such a statement within ten (10) business days after such request, then the Association is barred from claiming against any such mortgagee, proposed mortgagee or purchaser under any lien which is not properly filed in accordance with law prior to the request for the statement.

3. Notice of Mortgagee. Any mortgagee of a Unit shall be entitled to written notice from the Association of any sixty (60) day delinquency in the payment of assessment owed by the Unit owner or, if applicable, any then occupant of the Unit, or any breach in the provisions of any of the provisions set forth in these Bylaws, the Declaration, any amendments to the foregoing or all rules and regulations of the Association, which is not cured within sixty (60) days

of such breach; provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Mortgagee shall also receive notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium or the Unit securing its mortgage, (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association and (iii) any proposed action which would require the consent of a specified number of eligible mortgage holders as set out in the Declaration. Any notice required or permitted to be given to any mortgagee pursuant to these Bylaws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

## ARTICLE XI

## CONFLICTS

These Bylaws are set forth to comply with the requirements of the Act. In case any of these Bylaws conflict with the provisions of such Act or of the Condominium Declaration, the provisions of such Act or Declaration shall control; and in case of any conflict between the Act and the Declaration the provisions of the Act shall control.

## ARTICLE XII

## FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December of each year.

Adopted this 11th day of August, 2015.

*/s/*
Don Belman, Director

*/s/*
William Schmidt, Director

*/s/*
David Belman, Director

NOTE: The original Bylaws were executed as of the above dates and are available through the Declarant.

# SECTION 4

# ARTICLES OF INCORPORATION

**ARTICLES OF INCORPORATION (non-stock corporation)**

**OF WOODLAND HILLS II CONDOMINIUM**

**OWNERS ASSOCIATION, INC.**

Executed by the undersigned for the purpose of forming a Wisconsin non-stock corporation under Chapter 181 of the Wisconsin Statutes:

## ARTICLE I

## NAME

The name of the corporation shall be Woodland Hills II Condominium Owners Association, Inc.

## ARTICLE II

## ORGANIZATION

The corporation is organized under Chapter 181 of the Wisconsin Statutes.

## ARTICLE III

## REGISTERED AGENT

The name of the initial registered agent is Don Belman.

## ARTICLE IV

## STREET ADDRESS

The street address of the initial registered office of this corporation shall be 1407 East Sunset Drive, Suite 200, Waukesha, Wisconsin 53189.

## ARTICLE V

## MAILING ADDRESS

The mailing address of the initial principal office of this corporation shall be 1407 East Sunset Drive, Suite 200, Waukesha, Wisconsin 53189.

## ARTICLE VI

## MEMBERS

The corporation will have members.

## ARTICLE VII

## DIRECTORS

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

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

Don Belman
1407 East Sunset Drive, Suite 200
Waukesha, WI 53189

David Belman
1407 East Sunset Drive, Suite 200
Waukesha, WI 53189

William Schmidt
1407 East Sunset Drive, Suite 200
Waukesha, WI 53189

## ARTICLE VIII

## PURPOSES

The 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 form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes as the same may be amended, renumbered or renamed from time to time (the "Act"), and subject to the terms and conditions of the Declaration of Condominium (the "Declaration") of Woodland Hills II Condominium, (the "Condominium") as recorded in the office of the Register of Deeds for Waukesha County, Wisconsin;

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

c. To engage in any lawful activity within the purposes for which a non-stock, nonprofit corporation may be organized under the law, subject to the Act and the Declaration.

## ARTICLE IX

## INCORPORATOR

The name and address of the incorporator of this corporation is: Richard R. Kobriger, 1601 East Racine Avenue, Suite 200, Waukesha, Wisconsin 53186.

## ARTICLE X

## VOTING

The record owner of the fee title to any Unit and an undivided interest in the Common Elements, as defined in the Declaration, shall automatically be a member of this corporation upon becoming such owner and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the Bylaws of this corporation.

## ARTICLE XI

## AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of 75 percent of the entire membership of this corporation.

## ARTICLE XII

## STOCK, DIVIDENDS AND DISSOLUTION

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

This corporation may be dissolved with the assent given in writing and signed by not less than 75 percent of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more nonprofit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such nonprofit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a nonprofit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed on this 5th day of August, 2015.

*/s/ Richard R. Kobriger*
Richard R. Kobriger

This instrument was drafted by

Attorney Richard R. Kobriger
Cramer, Multhauf & Hammes, LLP
Attorneys at Law
1601 East Racine Avenue
P.O. Box 558
Waukesha, WI 53187-0558

# SECTION 5

# ANNUAL OPERATING BUDGET

WALTERS MANAGEMENT COMPANY

155 E. Capitol Dr., Suite 6B
HARTLAND, WI 53029
O:(262) 367-1177 F:(262)367-9722

## 2021 Approved Budget

Created On: 11/12/2020

**Property: Woodland Hills II**
**Condominium Owners Association, Inc.**

| Account Name | 2021 Budget |
|---|---|
| **Operating Income & Expense** | |
| **Income** | |
| Dues | $ 176,000.00 |
| Contribution Fee | $ 3,200.00 |
| **Total Operating Income** | **$ 179,200.00** |
| **Expense** | |
| **INSURANCE** | |
| Property Insurance | $ 19,000.00 |
| **Total INSURANCE** | **$ 19,000.00** |
| **LEGAL AND OTHER PROFESSIONAL FEES** | |
| Accounting | $ 200.00 |
| Legal | $ 3,000.00 |
| **Total LEGAL AND OTHER PROFESSIONAL FEES** | **$ 3,200.00** |
| **ADMINISTRATIVE FEES** | |
| Management Fees | $ 9,000.00 |
| Other Administrative | $ 200.00 |
| **Total ADMINISTRATIVE FEES** | **$ 9,200.00** |
| **GROUNDS MAINTENANCE** | |
| Landscape Maintenance | $ 60,000.00 |
| Mulch/Stone | $ - |
| Trees & Shrubs | $ 7,200.00 |
| Pest Control | $ 1,500.00 |
| Pond | $ 9,800.00 |
| Snow Removal | $ 32,000.00 |
| Grounds Maint - Other | $ 5,900.00 |
| Irrigation System | $ 300.00 |
| **Total GROUNDS MAINTENANCE** | **$ 116,700.00** |
| **MAINTENANCE & REPAIRS** | |
| Maint/Repairs - Other | $ 3,000.00 |
| Deck/Patio | $ - |
| Driveway/Sidewalk | $ 3,000.00 |
| **Total MAINTENANCE & REPAIRS** | **$ 6,000.00** |
| **UTILITIES** | |
| Electricity | $ 500.00 |
| Sewer & Water | $ 100.00 |
| Garbage and Recycling | $ 4,500.00 |
| **Total UTILITIES** | **$ 5,100.00** |
| **Total Operating Expense** | **$ 159,200.00** |
| | |
| **NOI - Net Operating Income** | **$ 20,000.00** |
| | |
| Total Income | $ 179,200.00 |
| Total Expense | $ 159,200.00 |
| Reserve Fund Draw | $ 20,000.00 |
| **Net Income** | $ - |
| | |
| Projected Reserve Fund Balance 12/31/20 | $ 41,843.00 |

# SECTION 6

# MANAGEMENT OR EMPLOYMENT CONTRACTS

MANAGEMENT AGREEMENT
between
Walters Management Company
and
Woodland Hills II Condominium Owners Association, Inc.

THIS AGREEMENT made and entered into as of December 31st, 2020 by and between Woodland Hills II Condominium Owners Association, Inc. (hereinafter referred to as "Association") and Mark Walters Property Management LLC, dba Walters Management Company, (hereinafter referred to as "Manager")

1. **Property Type and Location:** Waukesha, WI
   **Woodland Hills III** *Condominiums – 32 units/16 buildings* (hereinafter known as "Property.")

2. **Agency Relationship and Term:** Association hereby employs Manager as the exclusive agent for management of said property upon terms and conditions hereinafter set forth, commencing January 1st, 2021. This Agreement may thereafter be renewed month to month upon the same terms and conditions unless terminated by either party. Either party may terminate this agreement by ninety (90) days written notice to the other; provided, however, that this Agreement shall not be terminated by the Association during the first 12 months. Manager hereby accepts said agency and agrees to perform its obligations hereunder in a faithful and diligent manner.

3. **Compensation:** The compensation to be paid Manager for the services rendered, as herein provided, shall be as follows:

   A sum equal to $20.00 per unit from the Association for each month during the term of this agreement. Said compensation of $640.00 shall be paid monthly during the applicable month. As new or additional units are added to the Property, the monthly fee collected by Manager shall increase proportionately. Manager may also collect additional fees such as transfer fees, disclosure material fees, payoff statement fees, and hourly rate charges. Any clerical services performed for the Board and Association above and beyond typical managerial duties, such as preparation of and circulation of notices, newsletters, postage, and general correspondence of the Board will be at the expense of the Association. Such services will be billed at $30.00 per hour, and 10 cents per copy.
   a. Typical services include forwarding emails of minutes to unit owners and emailing monthly reports to the Board of Directors.
   b. General mailings to unit owners (i.e. for the annual meeting) would be billed at the above rates.

4. **Duties of Manager:** Manager shall be responsible for management of the Property during the term of this agreement subject to and including but not limited to, because of enumeration, the following: