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REGISTER'S OFFICE
WAUKESHA COUNTY, WISCONSIN } SS

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REC'D FOR RECORD

REC 2340 PAGE 1165

DECLARATION OF RESTRICTIONS

FOR

GRAYSLAND

KNOW ALL PERSONS BY THESE PRESENTS; that Graysland Inc. duly organized and existing under and by the virtue of the laws of the State of Wisconsin, (herein referred to as "Developer," which term shall also include the duly authorized agent of Developer). Developer is the owner of the premises described as follows (herein referred to as "Graysland"):

GRAYSLAND, being a subdivision of that part of the southwest quarter (SW 1/4) and southeast quarter (SE 1/4) of the southeast quarter (SE 1/4) of section 34, township 8 north, range 20 east Village of Menomonee Falls, Waukesha County, Wisconsin.

Pcl 42-

Developer, intending to establish a general plan for the use, occupancy and enjoyment of **GRAYSLAND** does hereby declare that, for the mutual benefit of present and future owners, **GRAYSLAND** shall be subject to the following restrictions:

1. **General Applicability.** Unless specifically stated otherwise within this Declaration, all of the restrictions stated in this Declaration are applicable to all lots in Graysland.

2. **Building Restrictions, Single-Family lots.** The following restrictions are applicable to all single-family lots, except lot 16 (existing home).

a. Only one 1-story, 1 1/2-story, 2-story, split-level or bi-level single-family residential building and attached garage may be erected per lot.

b. The minimum living area of a 1-story home shall be 1800 square feet.

c. The minimum living area of the first floor of a 1 1/2-story home shall be 1100 square feet .

d. The minimum living area of a 2-story shall home be 1100 square feet on the first floor, and 2200 square feet total.

e. The minimum living area of a split-level or bi-level home shall be 1800 square feet total on the upper two levels.

f. Garages must be attached to the home directly, by breezeway, or in the basement of the home, and must be constructed at the same time as the home. The maximum size of any garage shall be 900 square feet.

g. The exterior walls of the home and attached garage must be constructed of brick, stone, wood, or other natural materials.

h. The house, garage and paved driveways to the garage must be completed within one year after the first start of construction.

i. The minimum setback from any abutting street right-of-way is 40 feet. Side yard setback is a minimum of 15 feet and rear yard setbacks must conform to applicable municipal ordinances. All setbacks are measured from the overhang.

j. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed unacceptable by the Developer.

k. All building plans, the exterior design of each building, and basic site features such as landscaping, lighting, fences, garden structures, satellite dishes, swimming pools, additions and other temporary or permanent structures which affect the overall environment of the Development, must be approved by the Developer in writing prior to construction, and prior to application for a building permit when one is required.

l. In lieu of public street lights, one outdoor electric post-mounted lamp with photoelectric controls, and at the discretion of the Developer, one mailbox, must

be installed on each lot in a location designated by the Developer or the US Post Office, at the time of construction of a residential building on that lot. The design of the lamp, post and mailbox is subject to approval of the Developer. The lamp must be maintained by the lot owner in a proper operating manner. If the lamp is not maintained, maintenance will be performed by the Graysland Home Owner's Association, and the cost of such maintenance will be an assessment against the lot owner, payable within ten (10) days after the date of the assessment.

3. **Building Restrictions, Duplex Lots.** The following restrictions are applicable to all duplex lots.

a. The placement, number of units, and all other material factors of the construction of residential buildings on duplex lots must be in compliance with the provisions of the Graysland PRD Ordinance of the Village of Menomonee Falls applicable now or in the future to such lots, and such other conditions as may be established by the Village.

b. The minimum size of an individual unit shall be 1300 square feet in total area (two units per building).

c. The minimum front yard setback is 35 feet, side yard setback is a minimum of 12 1/2 feet and rear yard building setbacks are 25 feet. 15 foot side yard setbacks are required on lots 15, 18 and 68, where they adjoin the R-3 (single family) district. All setbacks are measured from the overhang.

d. The house, garage and paved driveways to the garage must be completed within one year after the first start of construction.

e. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles or items deemed to be unacceptable by the Developer.

f. Garage must be attached to the duplex directly or by attached breezeway. Each duplex unit shall have a minimum of one two-car garage. The maximum size of the garage shall be 700 square feet.

g. The exterior walls of a duplex must be constructed of brick, stone, wood or other natural materials.

h. All building plans, the exterior design of each building, and basic site features such as landscaping, lighting, fences, garden structures, satellite dishes, swimming pools, additions and other temporary or permanent structures or elements which affect the overall environment of the Development, must be approved by the Developer and the Architectural Control Board of the Village of Menomonee Falls in writing prior to construction, and prior to application for a building permit when one is required.

i. In lieu of public street lights, one outdoor electric post-mounted lamp with photoelectric controls, and at the discretion of the developer, one mailbox, must be installed on each duplex lot in a location designated by the Village's Building Inspector, at the time of construction of a residential building on that lot. The design of the lamp, post and mailbox is subject to approval of the Developer. The lamp must be maintained by the owner of the building or the condominium association, as applicable, in a proper operating manner. If the lamp is not maintained, maintenance will be performed by the Graysland Home Owner's Association, and the cost of such maintenance will be an assessment against the building owner or condominium association, payable within ten (10) days after the date of the assessment.

4. **Building Restrictions, Eight Family Condominium Lots.** The following restrictions are applicable to all Eight Family Condominium lots.

a. The minimum size, placement, number of units, and all other material factors of the construction of residential buildings on eight family condominium lots must be in compliance with the provisions of the Graysland PRD Ordinance of the Village of Menomonee Falls applicable now or in the future to such lots, and such other conditions as may be established by the Village.

b. The minimum front yard setback is 30 feet, side yard setback is a minimum of 20 feet and rear yard setbacks must conform to the Villages RM-1 Zoning Ordinance.

c. There will be no outside storage of boats, trailers, buses, trucks, campers or other vehicles deemed to be unacceptable by the Developer.

d. All building plans, the exterior design of each building, and basic site features such as landscaping, lighting, fences, garden structures, satellite dishes, swimming pools, additions and any other temporary or permanent structures or elements which affect the overall environment of the Development, must be approved by the Developer and the Village in writing prior to construction, and prior to application for a building permit when one is required.

e. In lieu of public street lights, one outdoor electric post-mounted lamp with photoelectric controls, and at the discretion of the Developer, one cluster mailbox, must be installed on each eight family condominium lot in a location designated by the Village's Building Inspector, at the time of construction of a residential building on that lot. The design of the lamp, post and mailbox is subject to approval of the Developer. The lamp must be maintained by the condominium association, in proper operating manner. If the lamp is not maintained, maintenance will be performed by the Graysland Homeowner's Association, and the cost of such maintenance will be an assessment against the building condominium association, payable within ten (10) days after the date of assessment.

5. **Wetlands Preservation.** Delineated on the Final plat of Graysland are seven wetlands as mapped by Southeastern Wisconsin Regional Planning Commission. The following restrictions apply to these seven wetlands:

1) Grading and filling shall be prohibited.

2) The removal of topsoil or other earthen materials shall be prohibited.

3) The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited, with the exception of the removal of dead, diseased or dying vegetation at the discretion of the landowner, or silvercultural thinning upon the recommendation of a forester or naturalist and the approval of the Village of Menomonee Falls.

4) Grazing by domesticated animals, i.e., horses, cows, etc., shall not be permitted.

5) The introduction of plant material not indigenous to the existing environment of the wetland preservation area shall be prohibited.

6) Ponds may be permitted subject to the approval of the Village of Menomonee Falls and, if applicable, the Wisconsin Department of Natural Resources, and the Army Corp of Engineers.

7) Construction of buildings within the wetland preservation areas is prohibited, any alterations to a pre-approved building envelope showing building setbacks will require the full approval of the Village of Menomonee Falls.

6. **Tree Preservation.** One of the purposes of the Deed Restrictions is to preserve and protect the environmental quality and natural resources contained within the wooded areas of Graysland to the greatest extent possible. Lots 18, 19, 20 21, 22, 23, 24, 25, and 26 contain wooded areas deemed by the Developer to be worthy of preservation. The following special plan submittal requirements apply to these lots:

Detailed plans for any construction or land disturbing activities are to be prepared and submitted for approval prior to the commencement of any construction. Said plans shall at a minimum include topographical data at two foot intervals and the location of all trees of six inch diameter or greater and at a scale not less than one (1) inch = thirty (30) feet. Additional detail on the site plans shall include, but are not limited to, the building(s) and their attachments, driveway(s), walkway(s), patios, pools, tennis courts, retaining walls, etc., grading and vegetative removal plans along with a revegetation plan shall be prepared and submitted for review and approval to the

Developer. The Developer shall review the submitted plans to determine their conformance with the overall intent to protect the environmental qualities and wooded areas of the subject lots.

7. **Signs.** No sign or banner of any kind may be placed or displayed to public view on any lot, except: (1) one sign of not more than 6 square feet advertising the property for sale; and (2) one standard sign (showing the lot Owner's name) as may be approved by the Village Board of Trustees for uniform use in terms of size, design, appearance and location for each lot in the Development; and (3) such signs as the Developer or the Village Board of Trustees may approve for placement on those lots affected by the Entry Landscaping for the purpose of advertising Graysland Subdivision.

8. **Owner's Association.** An unicorporated association of the owners of single family lots in Graysland, the duplex lots in Graysland, and the eight family condominium lots in Graysland, hereby created for the purposes of managing and controlling Common Areas, as defined below, and performing other duties as set forth herein for common benefit of the Owners. This owner's association will formally be titled the Graysland Homeowner's Association, and is referred to herein as Association. The membership of the Association will be comprised of the owners, or the authorized agents of the owners, of lots or condominium units in the Development. Members of the Association are referred to herein as the Owners.

9. **Management Committee.** The Association will be governed by a management committee, consisting of three members. This management committee is referred to herein as the Committee. The Committee will conduct and manage all of the responsibilities of the Association. The members of the Committee will be selected as follows:

a. At any time that the Developer owns Fifty Percent (50%) or more of the lots or condominium units in the Development, including all future additions to the Development, all three of the Committee members will be appointed by the Developer.

b. At any time that the Developer owns between Twenty and Fifty Percent (20% to 50%) of the lots or condominium units in the Development, including all future additions to the Development, two members of the Committee will be appointed by the Developer, and one member will be chosen according to the procedure stated below.

c. At any time that Developer owns between Five and Twenty Percent (5% to 20 %) of the lots or condominium units in the Development, including all future additions to the Development, one member of the Committee will be appointed by the Developer and two members will be chosen according to the procedure stated below.

d. At any time that the Developer owns fewer than Five Percent (5 %) of the lots or condominium units in the Development, including all future additions to the Development, all three members of the Committee will be chosen according to the procedure stated below.

10. **Election of Committee Members.**

a. The initial members of the Committee will be William W. Carity and Patricia Cahill Carity and Kalvin Klimitz. The initial members will serve until December 31, 1997.

b. No later than sixty (60) days before the expiration of any term of the Committee members, a notice of the election of Committee members will be sent to all Owners. The notice will state the number of committee positions that are subject to election, according to the criteria stated in sections 9.a, 9.b, 9.c, and 9.d, and will solicit nominations for those positions. The notice will also state the date, time and place for a meeting of the Association, to be held no later than ten (10) days prior to the expiration of any term of the Committee members, at which time an election of Committee membership will take place.

c. At the election meeting, the nominations for Committee membership will be announced, and additional nominations may be taken from the floor. Only

owners may be nominated for Committee membership, except for the initial members named above, who may be re-appointed to successive terms by the Developer, subject to the criteria of sections 9.a, 9.b, 9.c and 9.d.

d. Each Owner is entitled to vote in person or by written proxy in elections for selecting members of the Committee. Owners will have one vote for each single family lot owned, two votes for each duplex lot or one vote for each condominium unit owned situated on a duplex lot, and one vote for each condominium unit owned for each eight family condominium lot.

e. Committee membership will be assigned to those Owners receiving the greatest number of votes at the meeting.

f. Except for the initial members, Committee members terms will be for two (2) calendar years, beginning January 1 of the year immediately after the applicable election. If any member of the Committee dies, resigns, becomes unable to act or is no longer an Owner, the unexpired term of such member must be filled by a special election, or appointment by the Developer, if applicable, at a meeting called as soon as possible after the Committee vacancy exists.

11. **Committee Meetings.** All meetings of the Committee will be open to Owners and will be held upon not less than three (3) days prior written notice to all of the Owners. Two (2) members of the Committee constitute a quorum. Actions of the Committee are by majority vote.

12. **Duties of the Committee.** The Committee has the following duties:

a. Provide for the maintenance of improvements in the Common Area which it may deem necessary or desirable. Such improvements consist of entryway monuments, fencing, landscaping including plant material on landscape easements, lighting, maintenance of outlots, all other landscaping and such other improvements as may be approved by the Committee.

b. Inspect, maintain and keep in good operating condition all storm water detention basins.

c. Establish dates and procedures for the election of members of the Committee.

d. Promulgate operating procedures for the conduct of the Association's affairs.

e. Enforce the provisions of this Declaration.

13. **Powers of the Committee.** The Committee has the following powers:

a. Cause the Common Areas to be maintained, repaired, landscaped and kept in good, clean and attractive condition.

b. Enter into contracts and to employ agents, attorneys or other for purposes of discharging its duties and responsibilities hereunder.

c. Levy and collect assessments in accordance with the provisions of section 14, below.

d. Maintain, repair and operate services in conjunction with Common Areas, now existing and hereafter acquired, and to pay for those items.

e. Pay for any insurance maintained by the Association.

f. Pay taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association.

g. Pay all costs and expenses for the operation and administration of the Association including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations.

h. Pay costs and expenses for additional improvements to Common Areas beyond those installed by Developer.

i. Pay all items subject to Special Assessment which have not been collected from a lot Owner at the time payment of such item is due, and to collect such

amounts from that Owner; provided that upon collection of the Special Assessment from that lot Owner, all other lot Owners will receive an appropriate adjustment, reimbursement or credit on future General Assessments, as the board may determine, for payments made under this paragraph.

j. Pay all damages, costs, expenses and attorney fees incurred in, or in anticipation of, any suit or proceeding, whether administrative, legislative or judicial, which are not otherwise collected by Special Assessment.

14. **Assessments.** The Committee shall levy and collect assessments from Owners as follows;

a. The Owner of each single family lot and duplex lot or unit and each eight family condominium unit is subject to a general annual charge or assessment for the purpose of defraying the costs of maintaining and administering the Common Area. Each Owner's annual assessment will be equal to the Associations' total annual costs and expenses in performing its duties hereunder, divided by the total number of single-family residential buildings and individual duplex units in the Development, and individual eight family condominium units in the Development. Said costs include, but are not limited to, payment of taxes, insurance, repair, replacement and additions to the improvements made to the Common Area, the cost of labor, equipment, materials, management and supervision thereof, attorneys fees, engineering fees, and all costs of the Association reasonably incurred in conducting its affairs and enforcing the provisions of this Declaration.

b. Assessments must be approved at a duly-convened meeting of the Committee.

c. Written notice of an assessment will be personally delivered to each Owner subject to the assessment or delivered by certified mail addressed to the last known address of such Owner.

d. Assessments become due and payable thirty (30) days after the mailing or personal delivery of the notice, as the case may be.

e. Assessments not paid when due bear interest at the rate of Twelve Percent (12%) per annum until paid, and such unpaid assessments and the interest thereon constitutes a continuing lien against the real estate against which it was assessed until they have been paid in full. The assessment and interest thereon will also be the personal obligation of the Owner of the real estate against which the assessment was made.

f. The Committee may record a document with the Register of Deeds in Waukesha County, Wisconsin, giving notice of a lien for any such unpaid assessments and upon payment or satisfaction of the amount due record a document canceling or releasing any such lien. The failure to file any such notice does not impair the validity of the lien. All recording and attorney fees relating to any such document will be borne by the affected Owner.

g. Upon application by any Owner, any member of the Committee may, without calling a meeting of the Committee, provide to such Owner a statement in recordable form certifying (1) that the signer is a duly-elected member of the Committee and (2) as to the existence of any unpaid assessments or other amounts due to the Association. Such statement shall be binding upon the Committee and shall be conclusive evidence to any party relaying thereon of the payment of any and all outstanding assessments or other amounts due to the Association.

h. Any lien for assessment may be foreclosed by a suit brought by the Committee, acting on behalf of the Association, as a foreclosure of a mortgage on real property.

15. **Committee Liability.** Members of the Committee are not liable to the Owners or any other party for any action taken by them in good faith in discharging their duties hereunder, even if such action involved a mistaken judgment or negligence by the

member or agents of employees of the Committee. The Association shall indemnify and hold the members of the Committee harmless from and against any and all costs or expenses, including reasonable attorney's fees, in connection with any suit or other action relating to the performance of their duties hereunder.

16. **Common Area Definition.** Wherever used in this Declaration, the term Common Area means;

a. All areas within the Development which are not owned by any Owner, or which are owned by the Association.

b. The areas which are generally identified as such on the plats of the Development which are attached as Exhibit A.

c. Outlot 1 and 2 in Graysland.

d. All lawn and landscaped areas, and any entrance monuments, fencing and lighting, contained within any public rights-of- way adjoining or crossing the Development; and all such areas contained within landscaping easements or pedestrian easements within the Development.

e. Any storm water detention ponds or easements contained on private lots within Graysland.

f. Any area within the Development that is designated as a Common Area by the Association or the Developer.

17. **Utility Easements.** Developer has the right to grant and convey easements to the Village or to any public or private utility company or individual party upon, over, through or across those portions of any lot in the Development for purposes of allowing the Village, individual party or utility company to furnish gas, electric, water, sewer, cable television or other utility service to any lot or lots or through any portions of the Subdivision or for purposes of facilitating drainage of storm or surface water within or through the Subdivision. Such easements may be granted by Developer, in its own name and without the consent or approval of any lot Owner, until such time as

Developer has conveyed legal title to all lots platted or to be platted in the Subdivision to persons other than a successor-Developer.

18. **Maintenance Easements.** Certain lots in Grayslend have or will have storm water detention ponds or easements. These easements are within defined boundaries in these lots, and are restricted to only such areas, methods of access and duration as are reasonably required to perform necessary maintenance to the easements or storm water detention ponds. With respect to the ponds, maintenance includes, but is not limited to, silt and sediment removal, maintenance of slopes and grades, trash removal, animal control and installation and maintenance of safety barriers or other devices as deemed necessary by the Developer, the Village or the Homeowners Association.

19. **No Agency for Other Owners.** No Owner, other than members of the Association's Management Committee, has any authority to act for the Association or the other Owners, as agent or otherwise, or to bind the Association or the other Owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

20. **Service on Association.** Service of process upon the Association for all matters must be made upon one of the Commitee members of the Association or such legal counsel as the Association may designate to receive service of process by recording such designation with the Register of Deeds for Waukesha County, Wisconsin.

21. **No Waiver of Rights.** Any failure of the Association or the Committee to enforce any provisions contained in this Declaration will not be deemed to be a waiver of the rights to do so, or an acquiescence in any subsequent action.

22. **Enforcement of Obligation by Village.** If the Committee fails to discharge its duties under this Declaration within sixty (60) days of written demand to do so by the Village, the Village may discharge the duties of the Committee. The Village's costs incurred in connection therewith will be charged to the Owners of the properties affected by such actions of the Village by adding to each Owner's real estate tax

statement incurred a pro-rata share, based on the portion of such total charges incurred with respect to the individual Owner's lot(s) or units.

23. **Future Development.** The Developer, its successors and assigns have the right to bring within this Declaration future stages of the Development, provided such future stages are adjacent to the existing Development. Any future stages added to this Declaration authorized under this sub-section will be added by recording a Supplemental Declaration of Covenants and Restrictions with respect to the future stages which will extend the provisions of this Declaration to such future stages. Except with respect to increasing the number of Owners, such supplementary declaration may not revoke, modify or add to the covenants established by this Declaration.

24. **Amendments.** This Declaration may be amended by recording in the office of the Register of Deeds for Waukesha County, Wisconsin, a document to that effect executed by the owners of at least sixty percent (60%) of all then-existing platted lots in the Development, and their mortgagees, with all signatures duly notarized. Such amendment will become effective only upon recording. Notwithstanding the foregoing provisions of this Section, Developer may amend this Declaration without the consent of any of the lot Owners solely to effect an expansion of Graysland to include contiguous parcels of real estate as may be acquired by Developer from time to time, or to amend the Declaration for subsequent phases of Graysland.

25. **Duration of Restrictions.** These restrictions will be in force perpetually from the date hereof and will be deemed to run with the land, to bind the owners and their heirs, successors and assigns, and be enforceable by any Owner; and, to the extent permitted by Section 22 above, the Village.

This Declaration is executed by the Developer's signature below, and is effective upon recording by the Waukesha County Register of Deeds.

Graysland Inc.

William W. Carity, Pres.

11/11/96
Date

STATE OF WISCONSIN }
} ss.
WAUKESHA COUNTY }

Personally came before me this 11 day of NOVEMBER, 1996, the above-named WILLIAM W. CARITY, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Michele Schmid
Notary Public, Waukesha County, Wisconsin
My commission expires 10-29-2000

NOTARY PUBLIC
MICHELE SCHMID
STATE OF WISCONSIN

THIS INSTRUMENT DRAFTED BY:
WILLIAM W. CARITY
C/O CARITY LAND CORP.
12720 W. NORTH AVE.
BROOKFIELD, WI 53005

Addendum "A

Summary of Building Restrictions and Architectural Guidelines

1. Minimum Residence Size and Garages

The square footage within the perimeter of the residence constructed on the Premises exclusive of porch, garage, patio, breezeway and other similar improvements, shall not be less than hereinafter specified:

a. The minimum size of a one story home shall be 1800 square feet on the first floor.
b. A story and one-half home shall have a minimum of 1100 square feet on the first floor.
c. A two story home shall have a minimum of 1100 square feet on the first floor and not less than 2200 square feet in total.
d. A split level or bi-level home shall have a minimum of 1800 square feet on the upper two levels.

The residence and garage on the Premises are to be constructed contemporaneously and the garage must be attached to the residence directly or by breezeway or built in the basement of the residence. Garages must have a minimum capacity for two cars and may not exceed 900 square feet.

2. Other Improvement Restrictions

All improvements constructed on the Premises shall be subject to the following restrictions:

a. There shall be no above-ground swimming pools permitted on the Premises.
b. The residence and garage must be completed within one year of commencement of construction and only one residence may be constructed on the Premises.
c. The Premises may not be used for storage or long-term parking of any recreational vehicle, including without limitation, boats, campers, trailers and motor homes unless such a vehicle completely located within the garage.
d. The driveway shall be paved within one year of substantial completion of the construction of the residence.
e. Minimum setbacks from any abutting street right of way shall be 40 feet with side yard setbacks a minimum of 15 feet. Rear yard setbacks shall be not less than 30 feet. Setbacks from wetlands shall be 30 feet.
f. Prior to occupancy, the Premises shall have an electric lamp post, specified by the Developer, with photo electric controls, installed at Buyer's expense. From and after installation, the lamp post must be properly maintained by Buyer.

3. Architectural Control Guidelines

No residence or other improvement may be erected, placed or altered on the Premises without the prior written approval of the Architectural Control Committee appointed by the Seller (the "Committee") of al plans, building locations and grades. General guidelines are as follows:

a. Windows, shutters, window casings and trim features shall be consistent throughout a dwelling. Where any of the foregoing is used on the front of the dwelling, similar window treatment shall be constructed on the sides and rear of the home.

b. All the exterior walls and materials shall be constructed of natural materials and variety is to be kept to a minimum with consistency emphasized on all elevations. Where masonry is used on exterior walls, it should terminate only at inside corners. This shall also apply to exterior panels of other materials such as vertical siding. The Committee may require windows on side or rear elevations or architectural detail throughout.
c. All homes are required to have roofs of wood shakes or heavy duty shingles such as GAF Timberline or Elk Prestique II or equivalent. In the event dimensional shingles are used, they are suggested to be in the Weatherwood color.
d. The number of different exterior colors shall be kept to a minimum. It is recommended that no more than two colors be allowed on exterior walls and trim with one additional color for accent on items such as shutters and doors.
e. All yard grades and stakeout surveys shall be approved by the Committee prior to commencement of construction. The Committee may, at its discretion, require exposed basement walls on all sloping lots as may be necessary or desirable to minimize adverse impact on trees and vegetation and to promote drainage. All exposed basement or foundation walls shall be covered with masonry veneer or plaster. Additionally, the Committee may require the garage to be located on the high side of a sloping lot.
f. Steeper roof pitches shall be preferred. Additionally, gables projecting toward the front of a dwelling shall have a roof pitch of a minimum of 6 inches in rise for every 12 inches of distance.

Not withstanding anything in the foregoing to the contrary, the Committee or its designated representatives, may elect to waive or intensify one or more of the above guidelines.

Lot owners are to submit three (3) copies of their house plans and three (3) stakeout surveys to the Committee for approval prior to making application for a Building Permit.

4. Survival

The foregoing Plan Approval Guidelines shall survive the Closing and shall not merge in the Deed and do not supercede the Declaration of Restrictions.

Addendum "B"

1. This Offer is not contingent upon the sale of property.

2. This contract is contingent upon the Seller's approval of Buyer's house plans prior to Closing, if Buyers do not submit house plans prior to Closing, then this contingency shall lapse and be of no further force or effect.

3. If Closing does not take place on a timely basis as required by this Agreement, then the Sellers at their option may exercise one of the following two options:

   Option #1 - Interest shall be charged on the total purchase price at a rate of 10% per annum between the required and actual Closing date or the Seller may exercise the following;

   Option #2 - The Sellers at their election may declare this offer null and void and refund the Buyer's downpayment. In which case the undersigned Seller(s) and Buyer(s) hereby agree that this contract for the sale of the subject lot be canceled and the Buyers hereby release all of their right, title and interest in said contract.

4. DEED RESTRICTIONS. Buyer acknowledges receipt of the proposed Graysland Declarations of Restrictions. Buyer has five days within to accept said deed restrictions. If Buyer objects to the Declaration of Restrictions, Buyer may terminate this offer by written notice to Seller within five (5) days of acceptance of the offer and this offer shall be null and void and all earnest money paid hereunder shall be returned to Buyer forthwith. Failure by Buyer to so notify Seller shall deem this contingency waived and have no further force or effect.

5. HAZARDOUS SUBSTANCE. All parties to this agreement are hereby notified that various government agencies, public health departments and consumer groups have determined that the presence of various chemicals and/or substances may be hazardous to the health of individuals exposed to such substances. Such substances include, but are not limited to, those found in water supplies, lead in soils, radium in water and radon gas. Seller states that Seller has not been notified and to the best of Seller's knowledge, said property is not materially affected by unsafe concentrations of hazardous substances.

6. CONFLICT WITH PRINTED FORMS. It is intended that this Addendum be used as an approval form as set forth in RL 16.03. Conflicts with the provisions of the printed form, the provisions of this Addendum shall control.

7. Each Buyer shall be required to purchase, at the time of Closing, a post light designated by the Developer, with a price not to exceed $ 378.99 to be located on the Buyer's lot 18 feet from the back of the curb and gutter and 8 feet to the house side of the driveway.

Addendum "B"

8. Buyer shall be responsible for all costs associated with fees established by the Village of Menomonee Falls necessary to obtain a Building Permit.

9. It is understood by Buyer and Seller that lot dimensions and size may change between those shown on the preliminary plat and the final plat.

_____ _____

Buyer Date

_____ _____

Buyer Date

Graysland, Inc.

By _____ _____

Date

Addendum "C"

Subsoil Guarantee

1. In the event Buyer encounters, during the course of construction, irregular subsoil conditions requiring greater than 11 courses of block in the basement, the Seller shall be responsible as follows:

   a. By signature of this Addendum the Buyer acknowledges that the subject lot may contain fill. It is the Buyer's responsibility to verify the fill conditions of the lot by consulting the Master Grading Plan, a copy of which is attached. A subgrade (interim grade) lower than the finish grade shown on the Master Grading Plan may have been established on the subject lot by the Developer.

   b. Upon excavation and discovery of the requirements for the extra courses, the Buyer shall halt all further construction and shall promptly notify Seller who shall have the right to inspect the excavation.

   c. Upon verification by Seller of irregular subsoil conditions, the Seller agrees to reimburse the Buyer for the extra courses of block. The maximum to be charged the Seller shall not exceed $3.00 for each concrete block installed.

   d. If said extra expense is incurred because of variation from the yard grades shown on the Master Grading Plan on file with the Village of Menomonee Falls or because of unusual design of the home (i.e., exposed basement walls), this provision shall be null and void and the Seller shall have no financial responsibility to reimburse the Buyer for extra costs.

   e. This warranty shall apply only to the actual cost of the concrete block or the equivalent if the basement wall is poured concrete and not for any other costs incurred (i.e., gravel or stone).

   f. This Guarantee shall lapse and be of no force or effect after two (2) years from the date of Closing.

_____ _____

Buyer Date

_____ _____

Buyer Date

Graysland, Inc.

_____ _____

Seller Date

Addendum _____

Wetlands The subject lot contains a wetland which has been delineated by South East Wisconsin Regional Planning Commission and surveyed by the Developer's engineer. This wetland is required to be preserved. The Village of Menomonee Falls requires a setback of 30 feet for any construction from the wetland. The following provisions will appear as a note on the final plat and will apply:

Wetland Preservation Restrictions:
Those areas of land which are identified as wetlands within the preservation easements as shown on this subdivision plat are subject to the following restrictions.

1) Grading and filling shall be prohibited unless specifically authorized by the Village of Menomonee Falls and, if applicable, the Waukesha County Park and Planning Commission, The Wisconsin Department of Natural Resources and the Army Corp of Engineers.
2) The removal of topsoil or other earthen materials shall be prohibited.
3) The removal or destruction of any vegetative cover, i.e., trees, shrubs, grasses, etc., shall be prohibited with the exception of the removal of dead, diseased or dying vegetation at the discretion of the landowner, or silverculture thinning upon the recommendation of a forester or naturalist and the approval of the Village of Menomonee Falls.
4) Grazing by domesticated animals, i.e., horses, cows, etc., shall be prohibited.
5) The introduction of plant material not indigenous to the existing environment of the preservaiton area shall be prohibited.
6) Ponds may be permitted subject to the approval of the Village of Menomonee Falls and, if applicable, the Waukesha County Park and Planning Commission, the Wisconsin Department of Natural Resources and the Army Corp of Engineers.
7) Construction of buildings is prohibited.

_____ _____
Buyer Date

_____ _____
Buyer Date

Graysland, Inc.

_____ _____
Seller Date

Name and return address

Attorney John G. Movroydis
DeWitt Ross & Stevens S.C.
13935 Bishop's Drive, Suite 300
Brookfield, WI 53005

VINTAGE PLACE CONDOMINIUM

DECLARATION OF CONDOMINIUM
AMENDED AND RESTATED
EFFECTIVE AS OF

THE 1st DAY OF October, 2008

DECLARATION OF CONDOMINIUM AS AMENDED AND RESTATED

OF

VINTAGE PLACE CONDOMINIUM

THIS DECLARATION is made and entered into by VINTAGE PLACE CONDOMINIUM OWNERS ASSOCIATION, INC., a Wisconsin non-stock, non-profit corporation under the provisions of chapter 181 of Wisconsin Statutes (the "Association"), constituted a restatement and complete amendment of the current recorded Declaration of Vintage Place Condominium pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

WITNESSETH

The Association is the Association for the Condominium consisting of certain real property (the "Property"), the Property consists of a total of four (4) buildings (the "Buildings"), containing thirty-two (32) Condominium units, together with certain other improvements in connection therewith. The Property, together with all buildings and improvements, is hereinafter called the "Condominium."

The Association, as authorized by its Members, intends by this Declaration to fully amend and restate the Declaration of the Condominium and to submit the Property and improvements to the Condominium form of Ownership under the Act, and further desires to establish, for its own benefit and that of all future Owners and occupants of the Condominium, certain easements, rights, restrictions, and obligations with respect to the Ownership, use and maintenance of the Condominium on the terms and conditions hereinafter set forth.

The name of the Condominium shall be "Vintage Place Condominium." The address of the Condominium is set forth on attached Exhibit C.

NOW, THEREFORE, The Association, as duly authorized by its Members, by this Declaration hereby (i) submits the Property and the improvements thereon or to be constructed thereon, subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of records, to the Condominium form of use and Ownership as provided in the Act and this Declaration; (ii) established and imposes the following provisions, restrictions, conditions, easements, and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent Owners and occupants of all or any part of the Condominium.

ARTICLE I

DIVISION OF CONDOMINIUM INTO SEPARATE UNITS

The original Declarant of the Condominium namely Vintage Place Development LLC (the "Declarant") has divided the Condominium into the following separate units:

1. Thirty-two (32) separately designated and legally described units, (collectively called the "Units" and individually called a "Unit"), consisting of the spaces, areas, or other improvements contained within the boundaries of each such Unit as described on Exhibit D.

2. An undivided interest in the "Common Elements" of the Condominium as hereinafter described.

ARTICLE II

DESCRIPTION AND LOCATION OF BUILDING AND UNITS

The Units and other improvements are shown on the site map and survey appended hereto as Exhibit B.

1. THE BUILDINGS. Four (4) buildings have been constructed, designated as **1, 2, 3 and 4** on the site plan attached as Exhibit B. Each Building contains eight (8) Units.

2. UNITS. The buildings contain thirty-two (32) Units, as follows:

(a) Each building contains four (4) 2-bedroom, two (2) bath Units on the first floor level and four (4) 2-bedroom, two (2) bath Units on the second floor.

(b) Each Unit includes an attached two-car garage.

Each Unit shall consist of a separate freehold estate consisting of the space having outer boundaries formed by the interior undecorated surfaces of (i) exterior perimeter walls; (ii) walls in common with other Units; and (iii) ceilings, floors and foundations of the building. Each Unit also includes the separate entrance from the garage, the space within the garage, overhead garage doors, and all windows, doors, door frames, glass, locks, and all mechanical and utility installations which exclusively service the Unit.

The respective addresses of the Units are described on Exhibit C appended hereto.

Each Unit shall be separately metered for utilities. snow management, general landscaping, and maintenance shall be common expenses of the Condominium.

ARTICLE III

DESCRIPTION OF COMMON ELEMENTS AND GENERAL COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment, and facilities except the individual Units. The Common Elements are divided into different types, known as the General Common Elements and the Limited Common Elements. The General Common Elements shall consist of all the Common Elements, except the Limited Common Elements. The Limited Common Elements are any entrances, mailboxes, stoops, decks or patios appurtenant to each Unit, and also the driveway apron extending from the common drive to the garage entrance.

ARTICLE IV

CONDOMINIUM ASSOCIATION

1. ADMINISTRATION. The Vintage Place Condominium Owners Association, Inc. has been established to be the Association for the Condominium as a non-stock, non-profit corporation. The Association shall administer the Condominium acting through its Board, which shall be appointed and/or elected as provided in this Declaration and the By-Laws.

2. MEMBERSHIP AND VOTING. Each Owner shall be a member of the Association and membership shall commence and terminate with ownership. In case of multiple Owners, there shall be one (1) vote per Unit, to be designated by the Owners. The manner of casting ballots shall be set forth in the By-Laws.

3. MANAGEMENT. The Association may employ a professional management agent or company for the Condominium with such experience and qualifications and on such terms as are acceptable to the Board. Any such agreement must be terminable without cause upon ninety (90) days notice without payment of any penalty and the term of such agreement may not exceed three (3) years.

4. BUDGETS AND ASSESSMENTS. The Association shall annually adopt a budget of common expenses and levy assessments as provided in the Declaration and in the By-Laws. The budget shall provide for the funding of an adequate replacement reserve out of regular assessments. The Association may also levy a special assessment on all Owners for any purpose for which a general assessment may be levied and a special assessment or fine on a particular Owner for the purpose of collecting any amounts due the Association or enforcing compliance of such Owner with any provision of the Condominium Documents. The Board may adopt a rule to impose uniformly enforced charges for Association-provided services related to transfer of Units.

5. LIABILITY, LATE PAYMENTS. The By-Laws shall set forth the manner of making and collecting assessments against the Unit Owners for common expenses of the

Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the By-Laws, or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as determined by the Board. Each Unit Owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article V hereof. Any assessment or installment not paid when due shall be delinquent and the Unit Owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board 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.

6. LIENS. If a Unit Owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the By-Laws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

7. RIGHTS OF MORTGAGEES. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit Owner to pay such assessment is not hereby extinguished.

8. ASSOCIATION STATEMENTS. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the Owner of the Unit being sold provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

9. RIGHT OF ENTRY. The Association shall have an irrevocable right and an easement to enter Units to make repairs to Common Elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the Condominium.

ARTICLE V

MAINTENANCE, ALTERATION, AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibility. The Owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by

conditioning systems for the Unit, fixtures, appliances, water heater, equipment, locks in windows and doors; (b) paint and decorate the Unit; (c) keep the patio, deck, or porch appurtenant to the Unit in a clean and neat condition; (d) keep and maintain in good and orderly condition its Limited Common Elements; and (e) repair and replace any portion of the Common Elements damaged through the fault or negligence of such Owner or such Owner's family, guests or invitees, or any other occupants of the Unit. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit Owner if within this section.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace, and operate all the Common Elements, except as provided above.

3. Structural Changes by Owners. An Owner of a Unit shall make no changes regarding the structure or appearance of the Unit without prior approval of the Declarant or the Association, their respective heirs, successors, or assigns.

4. Decorations: Signs, Patios, Decks and Porches. No Unit Owner shall decorate or alter the Common Elements without the consent of the Board. No Owner of a Unit, except the Declarant, may erect, post, or display posters, signs, or advertising material on the Condominium Property, except that Unit Owner may place in the window of a Unit a temporary sign relating to the open house of a Unit for sale or lease not exceeding 18" x 24". No awnings or enclosures shall be installed on patios, decks, or porches without the consent of the Board. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association and all other grills must be covered. Patios, decks, and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc., or for airing or drying of laundry, carpet, rugs or clothing. Vehicles may be parked on streets within the Condominium if and only as permitted by rules adopted by the Board pursuant to the By-Laws.

ARTICLE VI

RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Residential Purposes Only. Each Unit shall be occupied and used only for private dwelling purposes by the Unit Owner and immediate family, and for no other purposes. Rental of the Units shall not be allowed. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.

2. Pets. No animals, reptiles, or birds shall be permitted within the Condominium, except as hereinafter set forth. The Association may issue a permit for the keeping of any pets. Such permit shall allow the keeping of pets in accordance with rules and regulations to be established by the Board. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board, such licensed animal is or becomes offensive, a nuisance, or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash at all times while outdoors. Any pet excrement in common

areas shall be removed immediately by the occupant of the Unit in which the pet resides. A violation of the provisions of this paragraph shall subject the Unit Owner responsible for such violation to additional special assessments by the Board for the enforcement costs including, but not limited to, reasonable attorney fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board.

3. No Obstructions. No Owner shall cause or permit the Common Elements, except the Limited Common Elements, to be so used as to deny to other Owners the full use of such portion of the Common Elements. Accordingly, there shall be no junked, inoperative, or unlicensed vehicles, and vehicles licensed as trailers, campers, camping trucks, house trailers, motorcycles, mopeds, motorized bicycles, snowmobiles or land vehicles, or the like shall not be stored, parked, or placed on the Condominium. Licensed boats, boat trailers, vans (other than mini-vans), and trucks may be stored, parked, or placed on the Condominium provided that they are so stored, parked, or placed only in a garage and further provided that such storing, parking, or placing does not cause an automobile or mini-van to be parked outside of a garage when but for the storing, parking, or placing of the other vehicle, the automobile could have been parked in the garage. No vans (other than mini-vans) or trucks may be stored, parked, or placed overnight in a driveway of the Condominium without a permit issued by the Board which permit may be issued in the discretion of the Board to permit overnight parking in areas designated by the Board. No vehicle shall occupy, park upon, or otherwise block the access to or exit from another Unit or the approach thereto. No changing the oil in a vehicle and lubricating a vehicle are permitted provided that such work is done in a garage. Bicycles shall be placed only in those areas designated by the Association. Common Element parking areas shall be used by guests only.

4. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials, or trash is prohibited, and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, or elsewhere.

5. Antennas, Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except any community antennas or cable receivers erected by Declarant or the Association or any individual antennas erected or installed with the prior consent of the Board. No structure, trailer, tent, shack, or barn, temporary or otherwise, except for those maintained by Declarant, shall be placed or maintained on any portion of the Condominium nor shall any clothes hangers or clothesline be placed or maintained within or on the Common Elements.

6. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits, or public utility lines running through a Unit which serves more than one Unit shall be deemed owned as tenant in common by all Unit Owners.

7. Encroachments. If any portion of the Common Elements encroaches upon a Unit or any Unit encroaches upon the Common Elements or upon any other Unit, a valid easement for the encroachment and for the maintenance of the same shall exist for so long as it stands. Minor encroachments of parts of the Common Elements due to reconstruction of a part of all of a

Building shall be permitted and a valid easement for such encroachments and the maintenance thereof shall exist from the Owners of Units in such Building.

8. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the Owners of other Units.

9. Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, (b) is immoral or improper or offensive in the opinion of the Board, or requires any alteration of or addition to any Common Elements, (c) is in violation of the By-Laws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit Owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

10. Outdoor Appearance. No clothes or other articles shall be hung outdoors or from the window of the buildings, or draped over railings, for any such purpose whatsoever unless such clothing or articles are completely concealed from public view. Patio umbrellas and other outdoor furniture may be used by the Owners, provided that the color of same is inoffensive and neutral, as determined by the Board in its sole and absolute discretion.

11. Parking Areas. Parking areas, including driveways and roadways on which parking is allowed, but not including garages, shall be used only for the parking of private passenger automobiles and vans used exclusively for personal use and which do not bear any commercial designs or advertisements. Such vehicles shall at all times be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period, and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped, cleaned, removal of snow therefrom, or for similar purposes.

12. Vehicle Repair. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance such as the changing of a tire, battery, etc.

13. Vehicle Noise. All motorcycles and motor vehicles including, but not limited to, Mopeds and All Terrain Vehicles (ATV) shall be maintained so as not to produce offensive or vociferous noises, as determined by the Board in its sole discretion.

14. Acts Affecting Insurance. No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board in accordance with the provisions of Article XV hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to any policy of insurance carried by any

Unit Owner, as permitted by the provisions of Article VIII hereof, shall be increased or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reasons of anything that is done or kept in a particular Unit, (b) as a result of the failure of any Unit Owner or any occupant of a Unit to comply with the requirements of the Association Policies, or (c) as a result of the failure of any such Unit Owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, then the Unit Owner of that particular Unit shall reimburse the Association and such other Unit Owners respectively for the resulting additional premiums which shall be payable by the Association or such other Unit Owners, as the case may be. The amount of any such reimbursement due the Association may, without prejudice to any other remedy of the Association, be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

15. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules, and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit Owner or Owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements.

ARTICLE VII

RECONSTRUCTION AFTER LOSS

1. RECONSTRUCTION. In the event the Condominium is destroyed or damaged in an amount in excess of 50% of the replacement costs of the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or construction, action by the Association by vote of 75% or more of all Unit Owners taken with ninety (90) days after such damage or destruction shall be necessary to determine not to repair or construct the Condominium as more fully described in section 3, Article V of the By-Laws. Damage or destruction to a lesser extent, and damage and construction to a greater extent but for which insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of the Association as provided in said section of the By-Laws.

2. CONDEMNATION. The Association shall represent the Unit Owners in any condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for acquisition of the Common Elements or part thereof. The award or proceeds of settlement for taking a part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit Owners and their mortgages as their interests may appear. The procedure for dealing with the total or partial condemnation of Condominium shall be that set forth in Wis. Stat. Section 703.19, as the same may be amended from time to time.

ARTICLE VIII

INSURANCE

1. Association Insurance. The Board shall obtain and continue in effect insurance coverage on each Building and other improvements on or within the Condominium as well as personal and real property belonging to the Association in an amount equal to the maximum insurance replacement value, with "agreed amount," "inflation guard," "special Condominium," and "Condominium replacement costs" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction location and use. In addition, any fixtures, equipment, or property within the Units which are to be subject to a mortgage eligible for purchase by FNMA must be covered in the "blanket" or "master" policy required above. Said insurance shall be for the benefit of the Association and the Owners of Units and their mortgagees as their interests may appear provided, however, all proceeds payable by reasons of said insurance shall be paid to the Association as trustee for the Owners of Units and their mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Article XIV hereof. The foregoing provisions of this Article are without prejudice to the right of any Owner of a Unit to obtain individual Unit insurance; but no Owner of a Unit shall be entitled to exercise their right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy required hereunder. Each policy obtained by the Association shall contain a "severability of interest" endorsement and a standard mortgage clause endorsed to provide that the proceeds are payable to the Association for the use and benefit of the mortgagees as their interests may appear.

2. Association Liability Insurance. In addition to the hazard insurance coverage provided above, the Board shall obtain comprehensive general public liability insurance in such amounts equal to or exceeding One Million Dollars ($1,000,000.00) for a single occurrence covering all of the Common Elements or Property owned by the Association. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of actions related to employment contracts of the Association. Such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a scheduled holder of a first mortgage in the insurance policy. The Board may also obtain such other insurance as it shall determine from time to time to be desirable including, without limitation, directors and officers errors and omissions coverage.

3. Cost: Waiver. All insurance premiums for any insurance coverage obtained by the Board shall be a common expense of the Condominium. The Association and each Unit Owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board, however caused, including such losses as may

be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.

4. Exclusions From Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board (i) may exclude any coverage on any personal property located within or appertaining to the exclusive use of a Unit, including but not limited to, appliances and water heater, patio door and window glass, drapes, carpeting and wall coverings, such as wallpaper, mirrored walls and paneling; and (ii) shall exclude any liability coverage on a Unit Owner, its guests, invitees, employees, or any other occupants of such Unit, arising out of any and all occurrences and happenings within a Unit and/or relating in any way whatsoever to said personal property. It is the sole responsibility of each Unit Owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board.

ARTICLE IX

RIGHTS OF DECLARANT

The Declarant no longer has any rights regarding the Condominium, and the control of the Declarant as it relates to this Condominium has expired.

ARTICLE X

AMENDMENT OF DECLARATION

This Declaration may be amended by a vote of not less than seventy-five percent (75%) of the Unit Owners and their respective Mortgagees. No amendment shall become effective until the certificate setting forth such amendment, signed by two of the Officers of the Association, stating that the required number of Unit Owners have adopted the same is recorded in the Office of the Register of Deeds in and for the County of Milwaukee, State of Wisconsin.

ARTICLE XI

REGISTERED AGENT

The initial registered agent for service of process shall be:

Ronald Barritt
W159 N4862 Graysland Drive
Menomonee Falls, Wisconsin 53051
(262) 781-2522

Service of process shall be made on the above as to matters provided in the Wisconsin Unit Ownership Act until all Units have been sold and conveyed, or such earlier time as determined by Declarant, at which time the Association may designate a successor by a vote of a

simple majority of a quorum present at any meeting of the Association. The Registered Agent may be changed from time to time to ensure that the Association President is the Registered Agent.

ARTICLE XII

CERTIFICATION

This Declaration, being a complete Amendment and Restatement of the previous Declaration has been duly adopted by a vote of not less than seventy-five percent (75%) of the Unit Owners and their respective Mortgagees which is hereby certified by the undersigned two officers of the Association who state that the required number of Unit Owners have adopted the same and have adopted this amended and restated Declaration, and they are duly authorized to record this Declaration in the office of the Register of Deeds in and for the County of Waukesha, State of Wisconsin.

Executed this 2nd day of October, 2008 by the undersigned Officers of the Vintage Place Condominium Owners Association, Inc.

By _____
Ronald Barritt, President

By _____
Patricia Steeber, Treasurer

State of Wisconsin)
) ss
Waukesha County)

Personally came before me this 2nd day of October, 2008 the above-named Ronald Barritt, President and Patricia Steeber, Treasurer to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public
Waukesha County, Wisconsin
My commission ~~is permanent~~. expires 1/23/2011

This instrument drafted by:
Attorney John G. Movroydis.
DeWitt Ross & Stevens S.C.
13935 Bishop's Drive, Suite 300
Brookfield WI 53005
(262) 754-2840
(262) 754-2845
jgm@dewittross.com
090808JGMmay

EXHIBITS

Legal Description ..... A

Site Map ..... B

Addresses of Units C

Description of Units ..... D

EXHIBIT A

LEGAL DESCRIPTION

Lots 1, 2, 3 and 4, Graysland, being a redivision of Lots 1, 2, and 3 of CSM No. 7964, being a part of the Southwest Quarter (SW ¼) and Southeast Quarter (SE ¼) of the Southeast Quarter (SE ¼) of Section 34, Town 8 North, Range 20 East, Village of Menomonee Falls, County of Waukesha, State of Wisconsin.

Tax Key No. MNFV 0136.119 (Lot 1)

Tax Key No. MNFV 0136.120 (Lot 2)

Tax Key No. MNFV 0136.121 (Lot 3)

Tax Key No. MNFV 0136.122 (Lot 4)

EXHIBIT B

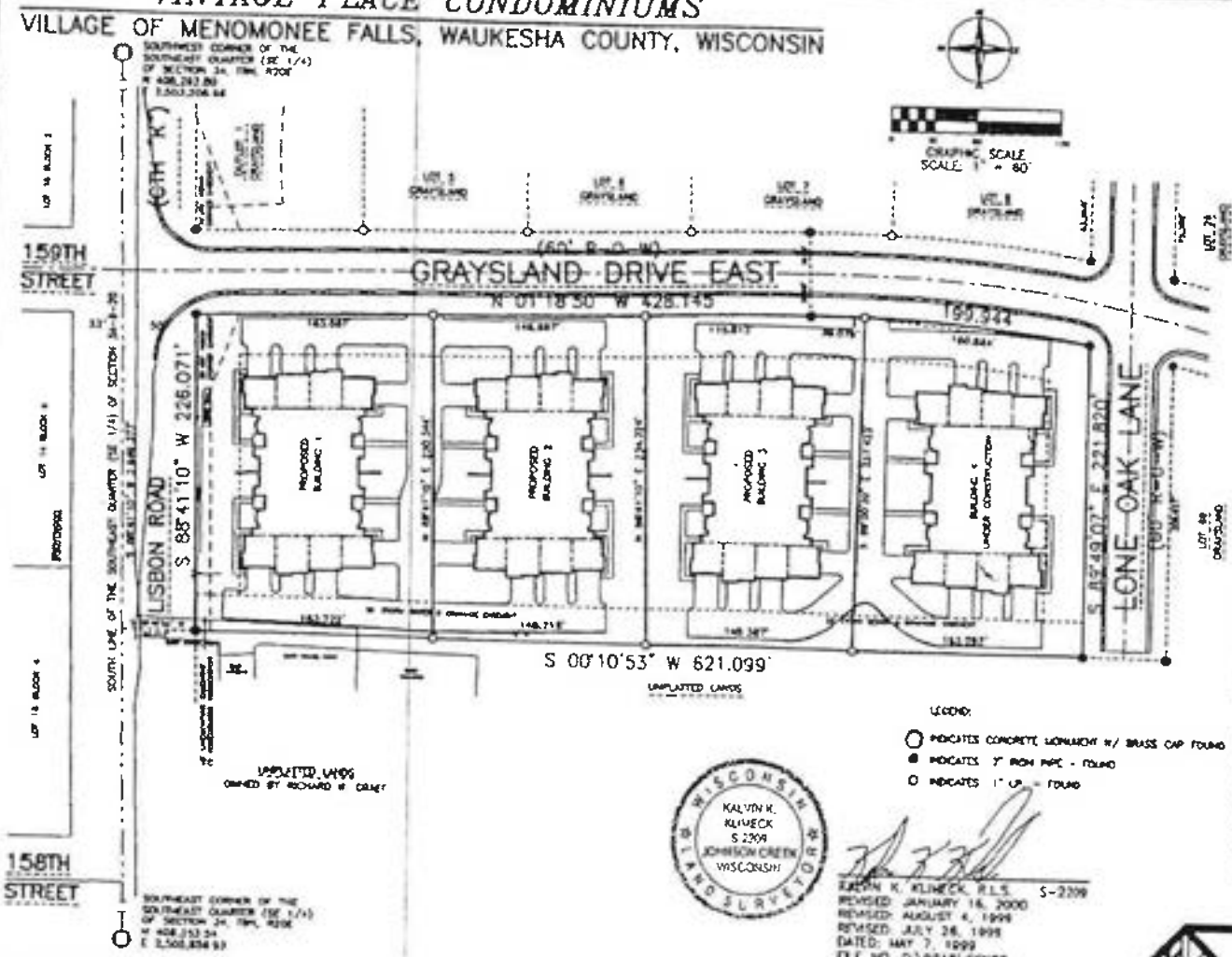
Site Map

[Consisting of 4 pages]

EXHIBIT B

VINTAGE PLACE CONDOMINIUMS

VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN



BUILDING 1	ADDRESS
UNIT 1	W138 N4810 GRAYSLAND DRIVE EAST
UNIT 2	W138 N4814 GRAYSLAND DRIVE EAST
UNIT 3	W138 N4818 GRAYSLAND DRIVE EAST
UNIT 4	W138 N4822 GRAYSLAND DRIVE EAST
UNIT 5	W138 N4826 GRAYSLAND DRIVE EAST
UNIT 6	W138 N4812 GRAYSLAND DRIVE EAST
UNIT 7	W138 N4816 GRAYSLAND DRIVE EAST
UNIT 8	W138 N4820 GRAYSLAND DRIVE EAST
BUILDING 2	ADDRESS
UNIT 9	W138 N4834 GRAYSLAND DRIVE EAST
UNIT 10	W138 N4838 GRAYSLAND DRIVE EAST
UNIT 11	W138 N4842 GRAYSLAND DRIVE EAST
UNIT 12	W138 N4846 GRAYSLAND DRIVE EAST
UNIT 13	W138 N4850 GRAYSLAND DRIVE EAST
UNIT 14	W138 N4854 GRAYSLAND DRIVE EAST
UNIT 15	W138 N4858 GRAYSLAND DRIVE EAST
UNIT 16	W138 N4862 GRAYSLAND DRIVE EAST
BUILDING 3	ADDRESS
UNIT 17	W138 N4864 GRAYSLAND DRIVE EAST
UNIT 18	W138 N4868 GRAYSLAND DRIVE EAST
UNIT 19	W138 N4874 GRAYSLAND DRIVE EAST
UNIT 20	W138 N4878 GRAYSLAND DRIVE EAST
UNIT 21	W138 N4882 GRAYSLAND DRIVE EAST
UNIT 22	W138 N4886 GRAYSLAND DRIVE EAST
UNIT 23	W138 N4890 GRAYSLAND DRIVE EAST
UNIT 24	W138 N4894 GRAYSLAND DRIVE EAST
BUILDING 4	ADDRESS
UNIT 25	W138 N4895 GRAYSLAND DRIVE EAST
UNIT 26	W138 N4889 GRAYSLAND DRIVE EAST
UNIT 27	W138 N4885 GRAYSLAND DRIVE EAST
UNIT 28	W138 N4881 GRAYSLAND DRIVE EAST
UNIT 29	W138 N4877 GRAYSLAND DRIVE EAST
UNIT 30	W138 N4873 GRAYSLAND DRIVE EAST
UNIT 31	W138 N4869 GRAYSLAND DRIVE EAST
UNIT 32	W138 N4865 GRAYSLAND DRIVE EAST

SURVEYOR'S LEGAL DESCRIPTION:

BEING A REDIVISION OF LOTS 1, 2, 3 AND 4 OF GRAYSLAND, BEING A REDIVISION OF LOTS 1, 2 AND 3 OF CSM NO. 7844, BEING A PART OF THE SOUTHWEST QUARTER (SW 1/4) AND SOUTHEAST QUARTER (SE 1/4) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION 24, TOWNSHIP 8 NORTH, RANGE 20 EAST, VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN, SAID GRAYSLAND RECORDED AS DOCUMENT NO. 2171805 IN VOLUME 46, ON PAGE 37 OF SUBDIVISION PLATS ON NOVEMBER 12, 1998, WAUKESHA COUNTY REGISTER OF DEEDS OFFICE.

I, Kalvin K. Klimeck, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements upon said property.

The condominium plat is a correct representation of VINTAGE PLACE CONDOMINIUMS and the identification and location of the buildings and the common elements can be determined from the plat. The common elements are defined to be all of the condominium property except the individual buildings described in the plat. Limited common areas shall be all paved driveways/areas and wood decks/concrete patios. The unascertained surveyor makes no certification as to the accuracy of the diagrammatic floor plans of the condominium building contained in the plat or the approximate dimensions of floor areas thereof.

LEGEND:

- ○ INDICATES CONCRETE MONUMENT W/ BRASS CAP FOUND
- ● INDICATES 3/4" IRON PIPE - FOUND
- ○ INDICATES 1" I.P. - FOUND

WISCONSIN LAND SURVEYOR — KALVIN K. KLIMECK S-2209 JOHNSON CREEK WISCONSIN

KALVIN K. KLIMECK, R.L.S. S-2209

REVISED: JANUARY 16, 2000
REVISED: AUGUST 4, 1999
REVISED: JULY 28, 1999
DATED: MAY 7, 1999
FILE NO. D:\9818\CONDO

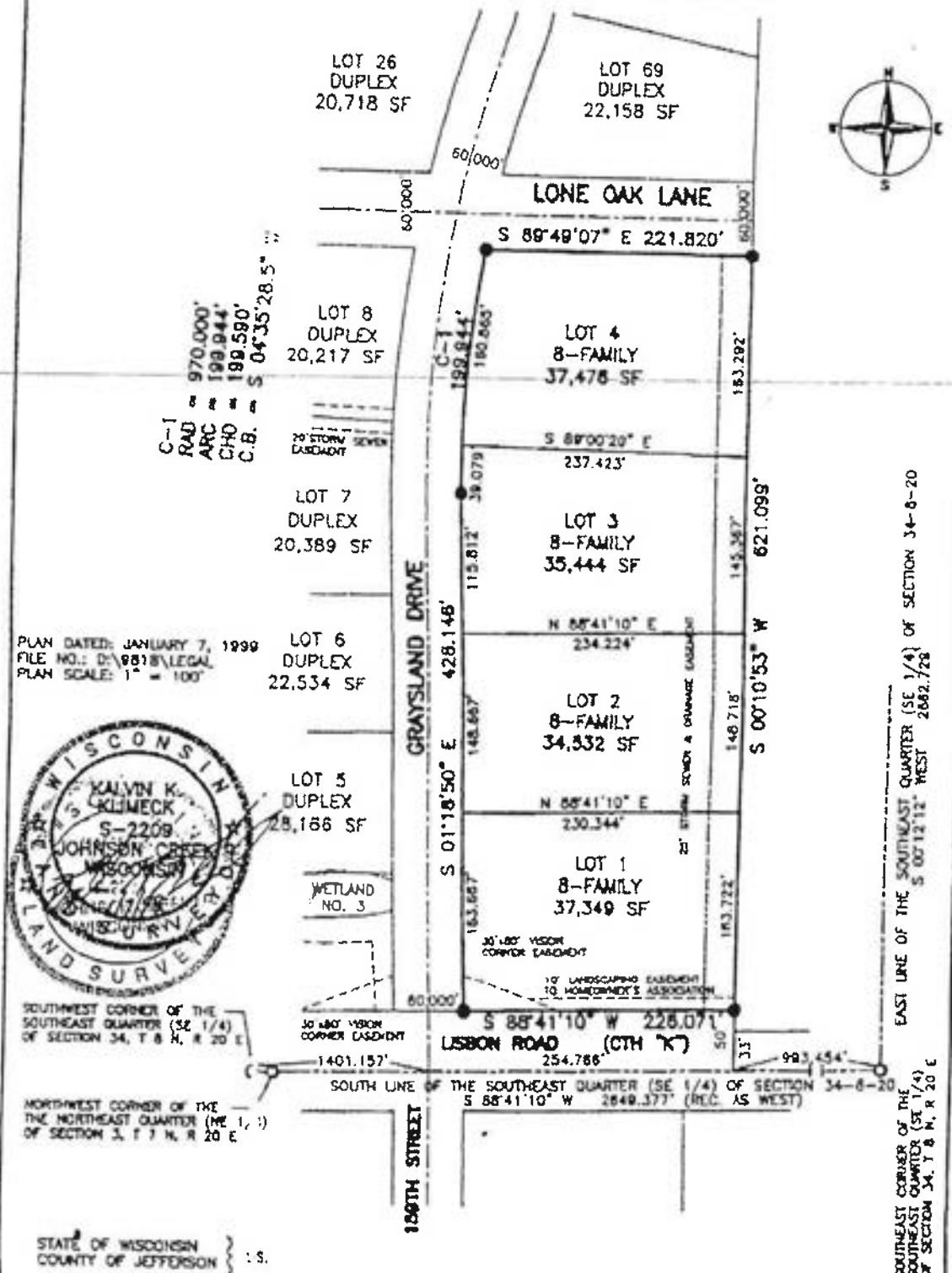
OWNER: VINTAGE PLACE DEVELOPMENT, LLC - Managing Member Sal Palmisano 16655 W. Bluemound RD. Brookfield, WI 53005 (414) 786-8786

This instrument prepared by KALVIN K. KLIMECK R.L.S. of PIONEER ENGINEERING AND SURVEYING, LLC.

PIONEER ENGINEERING AND SURVEYING, LLC.
CONSULTING & SURVEYING AND DEVELOPMENT
N88 E7A "J"
JOHNSON CREEK, WI. 53038
(920) 699-3350 FAX 699-3352

PLAT OF SURVEY

Lots 1, 2, 3 and 4 of Grayland, being a redivision of Lots 1, 2 and 3 of Certified Survey Map No. 7964, being a part of the Southwest Quarter (SW 1/4) and Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 34, Township 8 North, Range 20 East, Village of Menomonee Falls, Waukesha County, Wisconsin.



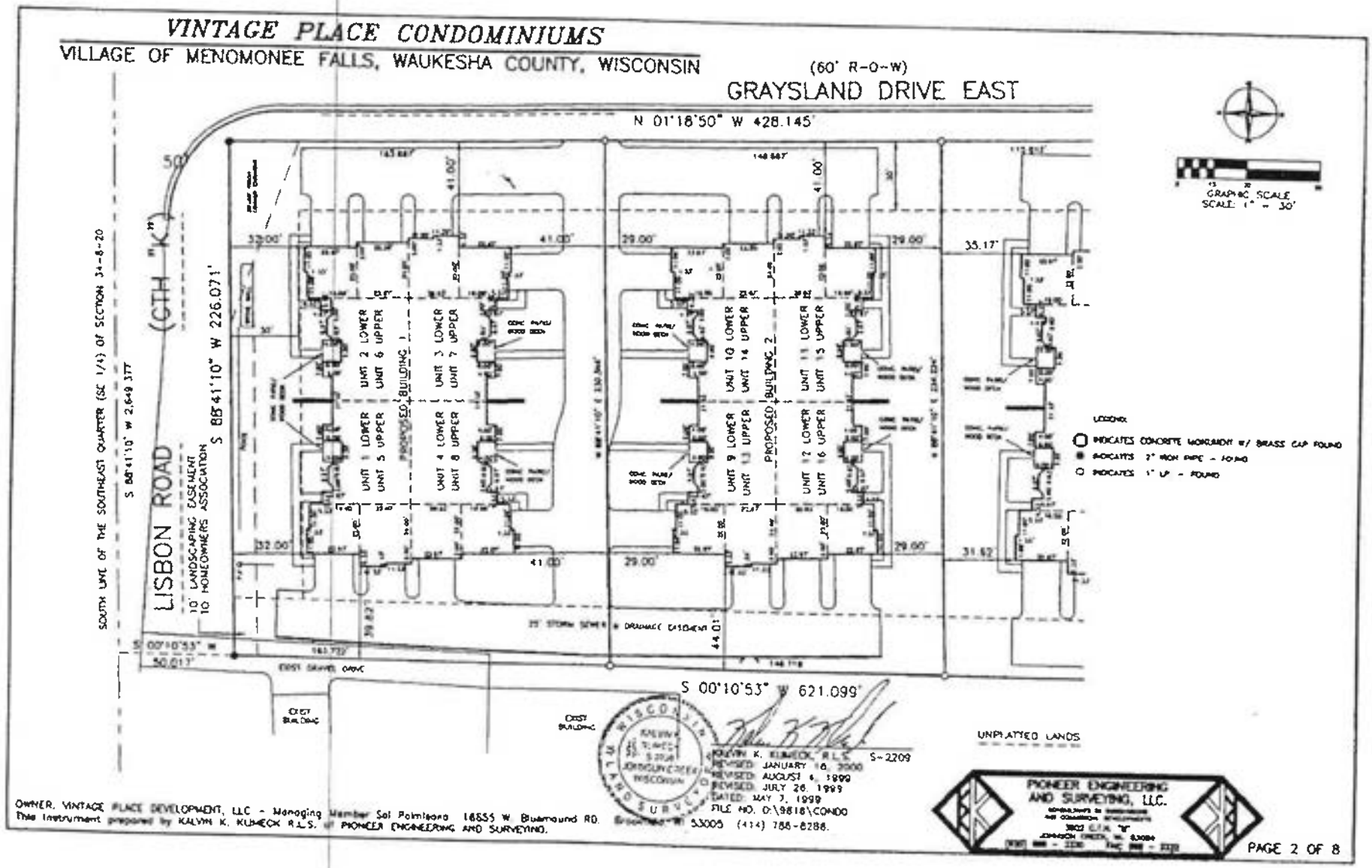
STATE OF WISCONSIN } S.S.
COUNTY OF JEFFERSON }

WE, PIONEER ENGINEERING & SURVEYING, DO HEREBY CERTIFY THAT WE HAVE MADE THIS SURVEY AND THAT THE INFORMATION AS SHOWN ON THE ABOVE PLAT OF SURVEY IS TRUE AND CORRECT REPRESENTATION THEREOF.

PIONEER ENGINEERING
AND SURVEYING
CONSULTANTS IN SUBDIVISIONS
AND COMMERCIAL DEVELOPMENTS
3902 C.T.H. "B"
JOHNSON CREEK, WI. 53038

VINTAGE PLACE CONDOMINIUMS

VILLAGE OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN



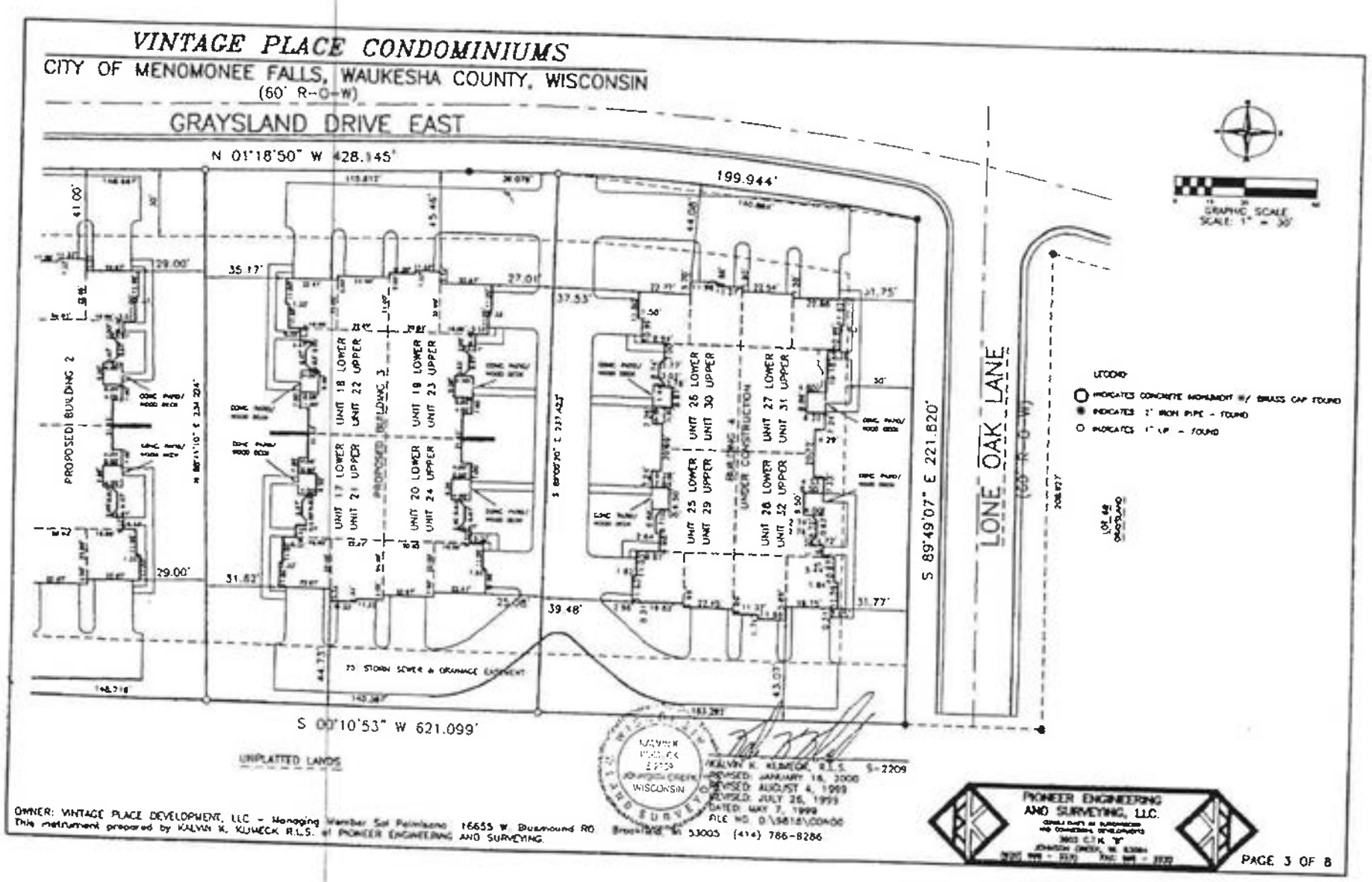
KALVIN K. KLIMECK, R.L.S. S-2209
REVISED: JANUARY 16, 2000
REVISED: AUGUST 4, 1999
REVISED: JULY 26, 1999
DATED: MAY 7, 1999
FILE NO. O:\9818\CONDO

OWNER: VINTAGE PLACE DEVELOPMENT, LLC - Managing Member Sal Palmisano 16855 W. Bluemound RD. Brookfield, WI 53005 (414) 786-6286.
This instrument prepared by KALVIN K. KLIMECK R.L.S. of PIONEER ENGINEERING AND SURVEYING.

PIONEER ENGINEERING AND SURVEYING, LLC.

VINTAGE PLACE CONDOMINIUMS

CITY OF MENOMONEE FALLS, WAUKESHA COUNTY, WISCONSIN



KALVIN K. KLIMECK, R.L.S. S-2209
REVISED: JANUARY 18, 2000
REVISED: AUGUST 4, 1999
REVISED: JULY 26, 1999
DATED: MAY 7, 1999
FILE NO. O:\9818\CONDO

OWNER: VINTAGE PLACE DEVELOPMENT, LLC - Managing Member Sal Palmisano 16655 W. Bluemound RD Brookfield, WI 53005 (414) 786-8286

This instrument prepared by KALVIN K. KLIMECK R.L.S. of PIONEER ENGINEERING AND SURVEYING.

PIONEER ENGINEERING AND SURVEYING, LLC.

EXHIBIT C

BUILDING 1	ADDRESS
UNIT 1	W159 N4810 GRAYSLAND DRIVE EAST
UNIT 2	W159 N4814 GRAYSLAND DRIVE EAST
UNIT 3	W159 N4822 GRAYSLAND DRIVE EAST
UNIT 4	W159 N4818 GRAYSLAND DRIVE EAST
UNIT 5	W159 N4812 GRAYSLAND DRIVE EAST
UNIT 6	W159 N4816 GRAYSLAND DRIVE EAST
UNIT 7	W159 N4824 GRAYSLAND DRIVE EAST
UNIT 8	W159 N4820 GRAYSLAND DRIVE EAST
BUILDING 2	ADDRESS
UNIT 9	W159 N4836 GRAYSLAND DRIVE EAST
UNIT 10	W159 N4840 GRAYSLAND DRIVE EAST
UNIT 11	W159 N4848 GRAYSLAND DRIVE EAST
UNIT 12	W159 N4844 GRAYSLAND DRIVE EAST
UNIT 13	W159 N4838 GRAYSLAND DRIVE EAST
UNIT 14	W159 N4842 GRAYSLAND DRIVE EAST
UNIT 15	W159 N4850 GRAYSLAND DRIVE EAST
UNIT 16	W159 N4846 GRAYSLAND DRIVE EAST
BUILDING 3	ADDRESS
UNIT 17	W159 N4864 GRAYSLAND DRIVE EAST
UNIT 18	W159 N4868 GRAYSLAND DRIVE EAST
UNIT 19	W159 N4876 GRAYSLAND DRIVE EAST
UNIT 20	W159 N4872 GRAYSLAND DRIVE EAST
UNIT 21	W159 N4866 GRAYSLAND DRIVE EAST
UNIT 22	W159 N4870 GRAYSLAND DRIVE EAST
UNIT 23	W159 4862 GRAYSLAND DRIVE EAST
UNIT 24	W159 N4874 GRAYSLAND DRIVE EAST
BUILDING 4	ADDRESS
UNIT 25	W159 N4880 GRAYSLAND DRIVE EAST
UNIT 26	W159 N4884 GRAYSLAND DRIVE EAST
UNIT 27	W159 N4892 GRAYSLAND DRIVE EAST
UNIT 28	W159 N4878 GRAYSLAND DRIVE EAST
UNIT 29	W159 N4898 GRAYSLAND DRIVE EAST
UNIT 30	W159 N4886 GRAYSLAND DRIVE EAST
UNIT 31	W159 N4894 GRAYSLAND DRIVE EAST
UNIT 32	W159 N4890 GRAYSLAND DRIVE EAST

EXHIBIT D

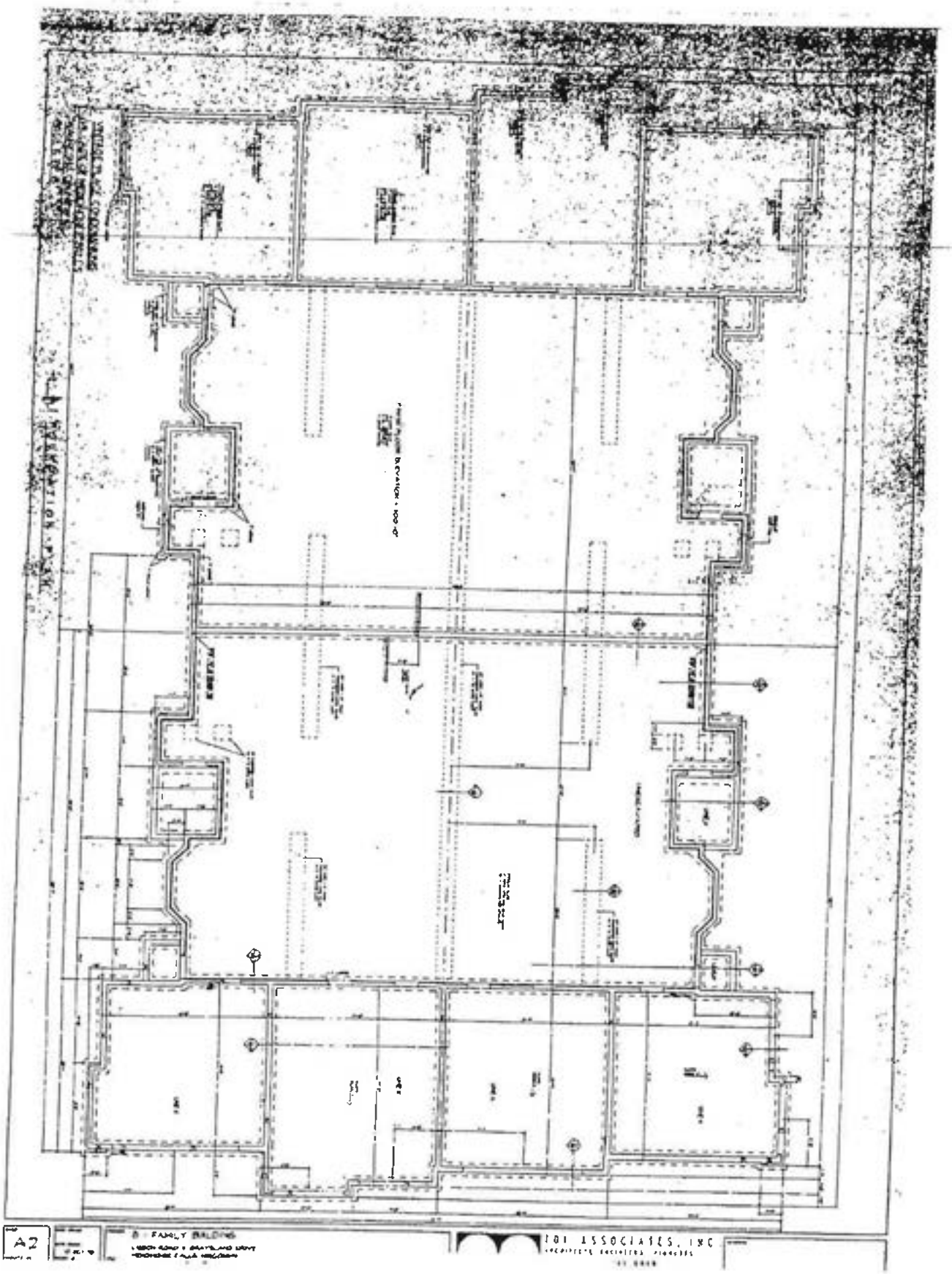
Description of Units

[Consisting of 7 pages]

EXHIBIT

D

IDI ASSOCIATES, INC


A2
8 FAMILY BUILDING
101 ASSOCIATES, INC

FIRST FLOOR PLAN
EDI ASSOCIATES, INC.

SECOND FLOOR PLAN

EAST ELEVATION
IDI ASSOCIATES, INC

SECOND FLOOR PLAN

790241 MAR 20 09

Amendment

WC3638142-004

1 3638142

REGISTER'S OFFICE
WAUKESHA COUNTY, WI
RECORDED ON

03-20-2009 9:02 AM

JAMES R. BEHREND
REGISTER OF DEEDS

REC. FEE:	10.00
REC. FEE-CO:	5.00
REC. FEE-ST:	2.00
TRAN. FEE:	
TRAN. FEE-STATE:	
PAGES:	4

Name and return address

Attorney John G. Movroydis
DeWitt Ross & Stevens S.C.
13935 Bishop's Drive, Suite 300
Brookfield, WI 53005

VINTAGE PLACE CONDOMINIUM

FIRST AMENDMENT OF VINTAGE PLACE CONDOMINUM DECLARATION OF CONDOMINUM AMENDED AND RESTATED EFFECTIVE AS OF THE 20th DAY OF ~~JANUARY~~ February 2009

0242 MAR 20 8

FIRST AMENDMENT OF VINTAGE PLACE CONDOMINUM DECLARATION OF CONDOMINUM AMENDED AND RESTATED EFFECTIVE AS OF THE 18TH DAY OF OCTOBER 2008

The Declaration of the Vintage Place Condominium (hereinafter referred to as the "Declaration") executed by Vintage Place Condominium Owners Association, Inc. by its officers Ronald Baird, President and Patricia Steever, Treasurer, dated October 18, 2008 and recorded in the Office of the Registered of Deeds for Waukesha County, Wisconsin on the 24th day of October 2008, as Document No.: 3606578, is hereby amended as follows:

Exhibit C of the Declaration constituting the addresses of the units and Buildings 1, 2, 3, and 4 is hereby amended to correct the addresses of the condominium units as follows:

Bldg/Unit	Old Address	New (Corrected) Address
Bldg. 1 Unit 1	W159 N4810 Graysland Drive East Menomonee Falls, WI 53051	W159 N4810 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 1 Unit 2	W159 N4814 Graysland Drive East Menomonee Falls, WI 53051	W159 N4812 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 1 Unit 3	W159 N4822 Graysland Drive East Menomonee Falls, WI 53051	W159 N4814 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 1 Unit 4	W159 N4818 Graysland Drive East Menomonee Falls, WI 53051	W159 N4816 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 1 Unit 5	W159 N4812 Graysland Drive East Menomonee Falls, WI 53051	W159 N4818 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 1 Unit 6	W159 N4816 Graysland Drive East Menomonee Falls, WI 53051	W159 N4820 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 1 Unit 7	W159 N4824 Graysland Drive East Menomonee Falls, WI 53051	W159 N4822 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 1 Unit 8	W159 N4820 Graysland Drive East Menomonee Falls, WI 53051	W159 N4824 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 2 Unit 9	W159 N4836 Graysland Drive East Menomonee Falls, WI 53051	W159 N4836 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 2 Unit 10	W159 N4840 Graysland Drive East Menomonee Falls, WI 53051	W159 N4838 Graysland Drive East Menomonee Falls, WI 53051

Bldg. 2 Unit 11	W159 N4848 Graysland Drive East Menomonee Falls, WI 53051	W159 N4840 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 2 Unit 12	W159 N4844 Graysland Drive East Menomonee Falls, WI 53051	W159 N4842 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 2 Unit 13	W159 N4838 Graysland Drive East Menomonee Falls, WI 53051	W159 N4844 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 2 Unit 14	W159 N4842 Graysland Drive East Menomonee Falls, WI 53051	W159 N4846 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 2 Unit 15	W159 N4850 Graysland Drive East Menomonee Falls, WI 53051	W159 N4848 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 2 Unit 16	W159 N4846 Graysland Drive East Menomonee Falls, WI 53051	W159 N4850 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 17	W159 N4864 Graysland Drive East Menomonee Falls, WI 53051	W159 N4862 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 18	W159 N4868 Graysland Drive East Menomonee Falls, WI 53051	W159 N4864 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 19	W159 N4876 Graysland Drive East Menomonee Falls, WI 53051	W159 N4866 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 20	W159 N4872 Graysland Drive East Menomonee Falls, WI 53051	W159 N4868 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 21	W159 N4866 Graysland Drive East Menomonee Falls, WI 53051	W159 N4870 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 22	W159 N4870 Graysland Drive East Menomonee Falls, WI 53051	W159 N4872 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 23	W159 N4878 Graysland Drive East Menomonee Falls, WI 53051	W159 N4874 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 24	W159 N4874 Graysland Drive East Menomonee Falls, WI 53051	W159 N4876 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 25	W159 N4880 Graysland Drive East Menomonee Falls, WI 53051	W159 N4878 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 26	W159 N4884 Graysland Drive East Menomonee Falls, WI 53051	W159 N4880 Graysland Drive East Menomonee Falls, WI 53051

Bldg. 3 Unit 27	W159 N4892 Graysland Drive East Menomonee Falls, WI 53051	W159 N4884 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 28	W159 N4888 Graysland Drive East Menomonee Falls, WI 53051	W159 N4886 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 29	W159 N4882 Graysland Drive East Menomonee Falls, WI 53051	W159 N4890 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 30	W159 N4886 Graysland Drive East Menomonee Falls, WI 53051	W159 N4892 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 31	W159 N4894 Graysland Drive East Menomonee Falls, WI 53051	W159 N4894 Graysland Drive East Menomonee Falls, WI 53051
Bldg. 3 Unit 32	W159 N4890 Graysland Drive East Menomonee Falls, WI 53051	W159 N4898 Graysland Drive East Menomonee Falls, WI 53051

Executed this 20th day of ~~January~~ February, 2009 by the undersigned Officers of the Vintage Place Condominium Owners Association, Inc.

By X _____
Ronald Barritt, President

By X Patricia Steeber
Patricia Steeber, Treasurer

State of Wisconsin)
) ss
Waukesha County)

Personally came before me this 20th day of ~~January~~ Feb. pM, 2009 the above-named Ronald Barritt, President and Patricia Steeber, Treasurer to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Priti Achint Lala
Notary Public
Waukesha County, Wisconsin
My commission expires 9/26/2010

This instrument drafted by:
Attorney John G. Movroydis.
DeWitt Ross & Stevens S.C.
13935 Bishop's Drive, Suite 300
Brookfield WI 53005
(262) 754-2840
(262) 754-2845
jgm@dewittross.com
010709JGMmay

PRITI ACHINT LALA NOTARY PUBLIC STATE OF WISCONSIN

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 18th day of October, 2008.

VINTAGE PLACE CONDOMINIUM
OWNERS ASSOCIATION, INC.

By _____
Ronald Barrett, President

By _____
Kristi Ottman, Vice-President

By _____
Alissa Darin, Secretary

By _____
Patricia Steeber, Treasurer

By _____
Delores May, Board Member

By _____
Scott Kellenberger, Board Member

090808JGMmay

4064109

REGISTER OF DEEDS
WAUKESHA COUNTY, WI
RECORDED ON
January 29, 2014 03:52 PM
James R Behrend
Register of Deeds
4 PGS
TOTAL FEE:$30.00
TRANS FEE:$0.00
Book Page -

Mr. Ken Fresner
W159 N4894 Graysland Dr.E
Menomonee Falls, WI 53051

STATUTORY RESERVE ACCOUNT
STATEMENT OF VINTAGE PLACE
CONDOMINIUM OWNERS ASSOCIATION, INC.

Vintage Place Condominium, which is legally described as:

A condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded By a Declaration as such condominium in the Office of the Register Of Deeds for Waukesha County, Wisconsin, on January 18, 2000 as Document No. 2533881; Amendment of Declaration of Condominiums Of Vintage Place Condominiums recorded November 13, 2000 as Document No. 2604163; Vintage Place Condominium Declaration of Condominium as Amended and Restated recorded October 24, 2008 as Document No. 3606578; And first Amendment of Vintage Place Condominium Declaration of Condominium Amended and Restated recorded March 20, 2009 as Document No. 3638142. Said Condominium being located in the Village of Menomonee Falls, County of Waukesha, State of Wisconsin on the real estate described in said Declaration and incorporated Herein by this reference thereto.

Pursuant to Wisconsin Statutes Section 703.163(11) hereby states that the Association does maintain a statutory reserve account.

By: Kenneth Friesner
KENNETH FRIESNER President
12-23-13

Countersigned

By Jamie L. Hennessy
Jamie L. Hennessy, Secretary
12/23/13

ACKNOWLEDGE

ACKNOWLEDGE

12/23/13

STATE OF WISCONSIN)
)
WAUKESHA COUNTY)

Personally came before me this 23 day of December, 2013, the above named Kenneth Frieser and Jane Hons, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My Commission Expires: 6/22/15

12/23/13

DANIEL NOWAK
Notary Public
State of Wisconsin

This instrument was drafted by:
Morton M. Grodsky, Attorney at Law

BY-LAWS OF

VINTAGE PLACE CONDOMINIUM OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

Section 1. Name. The name of the corporation shall be the Vintage Place Condominium Owners Association, Inc. (the "Association).

Section 2. Location. The principal office of the Association shall be W159 N4894 Graysland Drive, Menomonee Falls, Wisconsin 53051. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may, from time to time, determine.

ARTICLE II

APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

Section 1. Application. These By-laws, together with the Declaration of Vintage Place Condominium (the "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, numbered, or renamed from time to time (the "Act"), shall apply to, govern, and control the Condominium property and all present or future owners.

Section 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.

ARTICLE III

VOTING, MAJORITY OR OWNERS, QUORUM, PROXIES

Section 1. Voting. Each member shall have one (1) vote. If a Unit is owned by more than one person, 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 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.

Section 2. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members holding more than fifty percent (50%) of the votes shall constitute a quorum.

Section 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 Mortgage, a proxy shall be effective only for one hundred eighty (180) days.

ARTICLE IV

MEETINGS

Section 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.

Section 2. Place of Meetings. Meeting 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.

Section 3. Annual Meetings. The annual meetings of the Association shall be held in the spring 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 be properly come before them.

Section 4. Special Meetings. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition is signed by a majority of the Members in present 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 unless by consent of the holders of four-fifths (4/5) of the votes of Members present, either in person or by proxy.

Section 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 noticed served and such notice shall be effective upon the date or delivery of mailing.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be reorganized 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.

Section 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.

Section 8. Parliamentary Procedure. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Robert's Rules of Order.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, all of whom are Unit Owners.

Section 2. Election and Term of Office

i. 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 that Unit Owners of such Unit shall be entitled to vote. Votes shall not be cumulated.
ii. The term of the Director elected in accordance with the paragraph (i) 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.
iii. At the special meeting of the Association at which all Members of the Board shall be elected by the Association as provided in paragraph (ii) 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 a presiding officer.

Section 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:

(1) 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;

(2) 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;

(3) 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;

(4) satisfy all liens against the Condominium property and pay necessary expenses connected therewith;

(5) 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

(6) perform such other functions as are required or permitted by law of the Declaration

Section 4. Fees. No fee or other compensation shall be paid to any Member of the Board at any time except by special resolution of the Members.

Section 5. Vacancies. Subjected to Article II, Section 3 hereof, vacancies in the Board caused by any reason other than 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.

Section 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 the Members holding more than fifty percent (50%) 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.

Section 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.

Section 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 electronic mail, at least three (3) days prior to the day named for such meeting.

Section 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.

Section 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.

Section 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.

Section 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 oblige and be written in an amount equal to one hundred fifty percent (150%) 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 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 to 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

Section 1. Designation and Elector. 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.

Section 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 their successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. He/she shall preside at all meetings of the Association and of the Board. He/she 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/she may in his/her discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. Vice President. The Vice President shall take the place of the President and perform his/her duties whenever the President shall be absent or unable to act. When 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/her by the Board.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He/she shall have charge of such books and papers as the Board may direct and he/she shall, in general, perform all of 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.

Section 6. Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keepings full and accurate accounts of all receipts and disbursements in books belonging to the Association. He/she 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.

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

ARTICLE VII

BUDGET, ASSESSMENTS AND DEPOSITORIES

Section 1. Budget. The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operation 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 replacements funds, or other operations not included in the above which shall be included in the budget.

Section 2. Assessment. The estimate of the charges to be paid 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 their deed to their 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 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.

Section 3. Depositories. The funds of Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefron 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 Five Hundred Dollars ($500.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but check 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 check. The Board shall notify the designated depository promptly upon the establishment of such limitation.

ARTICLE VIII

OBLIGATION OF THE UNIT OWNERS

Section 1. Maintenance and Repair.

(a) Every Member must perform promptly all maintenance and repair work within their own Unit and within or on the Limited Common Elements appurtenant to their Unit, shall keep the patio and/or deck appurtenant to this Unit in a clean and neat condition and is expressly responsible for the damages and liabilities that their failure to do so may cause

(b) Each member shall immediately reimburse the Association for any expenditure incurred in repairing or replacing any part of the Common Elements in any manner damaged by them, any member of their family or guests.

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

Section 3. Right of Entry

(a) Each Member grants a right of entry to their Unit to the professional property manager, management company or managing agent employed by the Board or to any other person authorized 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 their unit for the purpose of performing non-emergency installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the Member.

Section 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 of 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.

Section 5. Remedies. Failure to comply with any of these By-Laws 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 proper case, by an aggrieved Member.

ARTICLE IX

AMENDMENTS

Section 1. By-Laws. These By-Laws 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 a least sixty-seven percent (67%) 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 thirty-two (32) Units. Units and Declarant shall be deemed to own all thirty-two (32) 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

Section 1. Notice to Association. Any Member who permits or causes their 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 notices 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 will have received notice.

Section 2. Notice of Unpaid Assessments. Upon ten (10) days request by a mortgagee, a proposed mortgagee or purchases who has a contractual right to purchase a Unit, the Association shall furnish to such mortgagee, proposed mortgagee or purchases, a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. In 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 purchasers 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 purchasers under any lien which is not properly filed in accordance with the law prior to the request for the statement.

Section 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 By-Laws, 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 or 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 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 By-Laws 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 By-Laws are set forth to comply with the requirements of the Act. In case any of these By-Laws 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 9th day of June, 2014.

VINTAGE PLACE CONDOMINIUM
OWNERS ASSOCIATIONS, INC.

By _____
Ken Friesner, President

By _____
Scott Karas, Vice-President

By _____
Scott Kellenberger, Treasurer

By _____
Duane Baermann, Board Member

By _____
Dave Dankenbring, Board Member

UNANIMOUS CONSENT RESOLUTION OF THE BOARD OF DIRECTORS OF VINTAGE PLACE CONDOMINIUM ASSOCIATION

WE THE UNDERSIGNED being all the Directors of the Vintage Place Association do hereby adopt the following Resolutions as part of the process of incorporating the Association as a non-stock non-profit corporation known as Vintage Place Condominium Owners Associations, Inc. to administer the Vintage Place Condominium located in Menomonee Falls, Wisconsin:

BE IT RESOLVED that the proposed Articles of Incorporation, By-Laws and Declaration of the non-stock, non-profit corporation namely Vintage Place Condominium Owners Association, Inc. to operate and administer the Vintage Place Condominium have all been duly reviewed and examined by the undersigned and the undersigned approves such documents, and recommend to the Members that the Members also approve each of such documents which are hereby endorsed by the undersigned.

BE IT FURTHER RESOLVED that upon approval of such documents at the meeting of the Members at which a quorum is present the President, or the attorney or other agent for the Association shall cause the approved documents to be spread over the Records of the Corporation, and duly filed with the Wisconsin Department of Financial Institutions.

Dated this 9th day of June, 2014

By _____
Ken Friesner President and Board Member

_____
Scott Karas, Vice-President and Board Member

By _____
Scott Kellenberger, Treasurer and Board Member

_____
Duane Baermann, Board Member

By _____
Dave Dankenbring, Board Member

Sec. 181.0202
Wis. Stats.

State of Wisconsin
Department of Financial Institutions
Division of Corporate and Consumer Services

ARTICLES OF INCORPORATION – NONSTOCK CORPORATION

(NOTE: **Do not use** *this form for organizing a for-profit business corporation. Use Form 2*)

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Article 1. Name of the corporation: Vintage Place Condominium Owners Association, Inc.
(Must include "Inc." or similar word. See Instructions)

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: Ronald Barritt

Article 4. Street address of the initial registered office: (*The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.*)
W159N4862 Graysland Dr., E
Menomonee Falls, WI 53051

Article 5. Mailing address of the initial principal office: W159N4862 Graysland Dr., E
Menomonee Falls, WI 53051

Article 6. (Select and mark (X) one of the statements below)

[X] The corporation will have members. **OR** [ ] The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

See attached Addendum A

FILING FEE - $35.00 See instructions, suggestions, and procedures on following pages.

(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:

See attached Addendum A

Addendum A, consisting of ten (10) pages, is a part of these Articles of Incorporation

Article 9. **Name** and **complete address** of each incorporator:

Patricia Steeber,
W159 N4884 Graysland Drive
Menomonee Falls, WI 53051

Patricia M. Steeber
Incorporator's signature

Incorporator's signature

This document was drafted by Attorney John G. Movroydis
(Name the individual who drafted the document)

OPTIONAL – Second choice corporate name if first choice is not available: NONE

INSTRUCTIONS (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to Department of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with the appropriate **FILING FEE of $35**. Filing fee is **non-refundable**. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). Sign the document manually or otherwise as allowed under sec. 181.0120(2), Wis. Stats. **NOTICE**: This form may be used to accomplish a filing required or permitted by statute to be made with the department. Information requested may be used for secondary purposes. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TTY. This document can be made available in alternate formats upon request to qualifying individuals with disabilities.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.

Article 2. This statement is required by sec. 181.0202(1)(a).

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin.

ARTICLES OF INCORPORATION
Nonstock Corporation

Attorney John G. Movroydis
DeWitt, Ross & Stevens, S.C.
13935 Bishop's Drive, Suite 300
Brookfield, WI 53005

- **Your name, return address** and **phone** number during the day: (262) 754-2840

INSTRUCTIONS (Continued)

Articles 3 & 4. (Cont'd) P O Box addresses may be included as part of the address, but are insufficient alone. The corporation may not name itself as its own registered agent.

Article 5. The articles of incorporation must set forth the address of the corporation's principal office. "Principal office" means the office, whether in or outside Wisconsin, in which are located its principal executive offices.

Article 6. Select and check the appropriate box in article 5 to indicate if the corporation will or will not have members. A "member" means a person who has membership rights in a corporation in accordance with its articles of incorporation or bylaws.

Articles 7 & 8. These articles (or others you may wish to add) are provided for optional information that you may elect to include, such as the name and address of the initial directors, a purposes clause, tax-exempt provisions, etc. Do not include by-laws, as the department does not accept by-laws for record. Extensive additional provisions may make use of this pre-printed form impractical. If you elect to draft your own articles of incorporation, do not also submit the pre-printed form. (**NOTE**: *Corporations expecting to apply to Internal Revenue Service for federal TAX-EXEMPT STATUS are advised to obtain and read IRS Publication 557 "Tax-Exempt Status for Your Organization" before preparing these articles of incorporation, as the articles must contain particular language and provisions to meet federal tax code requirements.*)

Article 9. Enter the name and complete address of each incorporator. There may be one or more incorporators. At least one incorporator is required to sign the document, although all incorporators may sign.

No certificate of incorporation will be issued. The "FILED" endorsement applied to this document by the Department of Financial Institutions is evidence that the articles of incorporation have been accepted. One or more "Received" endorsements may appear on the document, but do not indicate its acceptance for filing.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

ADDENDUM A
TO
ARTICLES OF INCORPORATION OF
VINTAGE PLACE CONDOMINIUM OWNERS ASSOCIATION, INC.

7.0 Names and Addresses of the Initial Directors are as follows:

Ronald Barritt, President
W159N4862 Graysland Dr., E
Menomonee Falls, WI 53051

Kristi Ottman, Vice President
W159N4838 Graysland Dr., E
Menomonee Falls, WI 53051

Alissa Darin, Secretary
W159N4876 Graysland Dr., E
Menomonee Falls, WI 53051

Patricia Steeber, Treasurer
W159N4884 Graysland Dr., E
Menomonee Falls, WI 53051

Delores May, Board Member
W159N4872 Graysland Dr., E
Menomonee Falls, WI 53051

Scott Kellenberger, Board Member
W159N4818 Graysland Dr., E
Menomonee Falls, WI 53051

8.1 Powers and Restrictions.

The Corporation shall have all powers conferred upon nonstock, nonprofit corporations organized under Chapter 181 of the Wisconsin Statutes and any successor provisions thereto now enacted or hereafter amended, but shall exercise such powers only in fulfillment of its above-stated purposes.

No dividends shall be paid and no part of the net earnings of the Corporation shall inure to the benefit of any private individual within the meaning of Section 501(c)(7) of the Internal Revenue Code.

8.2 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 Condominiums (the "Declaration") of Vintage Place Condominium, (the "Condominium") as recorded in the office of the Register of Deeds for Waukesha County, State of 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, non-profit corporation may be organized under the law, subject to the Act and the Declarations.

8.3 **Members and 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 By-Laws of this corporation.

Section 1. Action by written consent is permitted, and the Corporation adopts Section 181.0704 of the Wisconsin Statutes.

Section 2. Action by written ballot is permitted, and the Corporation adopts Section 181.0708 of the Wisconsin Statutes.

8.4 **Activities and Restrictions.**

In these Articles, the term "I.R.C." or Internal Revenue Code means the Internal Revenue Code of the United States of America, and references to provisions thereof are to such provisions as they now exist and from time to time may be amended and to corresponding provisions of any future United States Internal Revenue Law.

Section 1. No dividends, liquidating dividends, or distributions shall be declared or paid by the Corporation to any private individual or officer or director of the Corporation.

Section 2. No substantial part of the activities of the Corporation shall consist in carrying on propaganda or otherwise attempting to influence legislation; provided, however, that this provision shall not apply to activities consisting of carrying on propaganda or otherwise attempting to influence legislation to the extent the Corporation has made an election pursuant to and remains in compliance with the restrictions of Section 501(h) of the Internal Revenue Code, and the same can be accomplished without jeopardizing the Corporation's exemption under I.R.C. Section 501(c). The Corporation shall neither participate in, nor intervene in, any political campaign on behalf of any candidate for public office, including the publishing or distribution of any statements.

Section 3. No part of the net earnings or net income of the Corporation shall inure to the benefit of or be distributable to its members, trustees, officers or any other private

person or persons; provided, however, the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered.

Section 4. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not carry on any activities not permitted to be carried on (i) by a corporation exempt from Federal Income Tax under I.R.C. Section 501(c) or (ii) by a corporation, contributions to which are deductible under I.R.C. Section 170(c)(2).

Section 5. The Corporation shall distribute its income for each tax year at such time and in such manner as not to become subject to the tax on undistributed income imposed by section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws.

Section 6. The Corporation shall not engage in any act of self-dealing as defined in section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws.

Section 7. The Corporation shall not retain any excess business holdings as defined in section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws.

Section 8. The Corporation shall not make any investments in such manner as to subject it to tax under section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws.

Section 9. The Corporation shall not make any taxable expenditures as defined in section 4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent Federal tax laws.

Section 10. No substantial part of the activities of the Corporation shall be carrying on propaganda, or otherwise attempting to influence legislation.

Section 11. The Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.

8.5 Limited Liability of Directors and Officers.

The directors and officers shall have the full limited liability and mandatory and other indemnification as provided under Chapter 181 Wisconsin Statutes for nonstock corporations.

8.6 Indemnification.

This Article shall be in addition to, and not in limitation or lessening of the

indemnification provision of directors and officers provided under Wisconsin law, in particular Chapter 181 Nonstock Corporations of the Wisconsin Statutes; and in the event of any conflict, ambiguity or other construction as between Wisconsin law and these Articles of Incorporation, the provision providing the greatest and most broad protection to the directors and officers shall apply, unless expressly prohibited by law or public policy.

Section 1 - Indemnification For Successful Defense. Within 20 days after receipt of a written request pursuant to Section 3 of this Article, the Corporation shall indemnify a director or officer, to the extent he or she has been successful on the merits or otherwise in the defense of a proceeding, for all reasonable expenses incurred in the proceeding if the director or officer was a party because he or she is a director or officer of the Corporation.

Section 2 - Other Indemnification.

(a) In cases not included under Section 1, the Corporation shall indemnify a director or officer against all liabilities and expenses incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is a director or officer of the Corporation, unless liability was incurred because the director or officer reached or failed to perform a duty he or she owes to the Corporation and the breach or failure to perform constitutes any of the following:

(i) A willful failure to deal fairly with the Corporation in connection with a matter in which the director or officer has a material conflict of interest.

(ii) A violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful.

(iii) A transaction from which the director or officer derived an improper personal profit.

(iv) Willful misconduct.

(b) Determination of whether indemnification is required under this Section shall be made pursuant to Section 5.

(c) The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this Section.

Section 3 - Written Request. A director or officer who seeks indemnification under Section 1 or 2 shall make a written request to the Corporation.

Section 4 - Non-Duplication. The Corporation shall not indemnify a director or officer under Section 1 or 2 if the director or officer has previously received indemnification or allowance of expenses from any person, including the Corporation, in connection with the same proceeding. However, the director or officer has no duty to look to any other person for indemnification.

Section 5 - Determination Of Right To Indemnification.

(a) Unless otherwise provided by the Articles of Incorporation or by written agreement between the director or officer and the Corporation, the director or officer seeking indemnification under Section 2 shall select one of the following means for determining his or her right to indemnification:

(i) By a majority vote of a quorum of the board of directors consisting of directors not at the time parties to the same or related proceedings. If a quorum of disinterested directors cannot be obtained, by majority vote of a committee duly appointed by the board of directors and consisting solely of two or more directors not at the time parties to the same or related proceedings. Directors who are parties to the same or related proceedings may participate in the designation of members of the committee.

(ii) By independent legal counsel selected by a quorum of the board of directors or its committee in the manner prescribed in subparagraph (i) or, if unable to obtain such a quorum or committee, by a majority vote of the full board of directors, including directors who are parties to the same or related proceedings.

(iii) By a panel of three arbitrators consisting of one arbitrator selected by those directors entitled under subparagraph (ii) to select independent legal counsel, one arbitrator selected by the director or officer seeking indemnification and one arbitrator selected by the two arbitrators previously selected.

(iv) By a court under Section 8.

(v) By any other method provided for in any additional right to indemnification permitted under Section 7.

(b) In any determination under (a), the burden of proof is on the Corporation to prove by clear and convincing evidence that indemnification under Section 2 should not be allowed.

(c) A written determination as to a director's or officer's indemnification under Section 2 shall be submitted to both the Corporation and the director or officer within 60 days of the selection made under (a).

(d) If it is determined that indemnification is required under Section 2, the Corporation shall pay all liabilities and expenses not prohibited by Section 4 within 10 days after receipt of the written determination under (c). The Corporation shall also pay all expenses incurred by the director or officer in the determination process under (a).

Section 6 - Advance Expenses. Within 10 days after receipt of a written request by a director or officer who is a party to a proceeding, the Corporation shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Corporation with all of the following:

(a) A written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Corporation.

(b) A written undertaking, executed personally or on his or her behalf, to repay the allowance to the extent that it is ultimately determined under Section 5 that indemnification under Section 2 is not required and that indemnification is not ordered by a court under Section 8(b)(2). The undertaking under this subsection shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

Section 7 - Non-Exclusivity.

(a) Except as provided in (b), Sections 1, 2, and 6 do not preclude any additional right to indemnification or allowance of expenses that a director or officer may have under any of the following:

(i) The Articles of Incorporation.

(ii) A written agreement between the director or officer and the Corporation.

(iii) A resolution of the board of directors.

(b) Regardless of the existence of an additional right under (a), the Corporation shall not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses unless it is determined by or on behalf of the Corporation that the director or officer did not breach or fail to perform a duty he or she owes to the Corporation which constitutes conduct under Section 2 (a) (1), (2), (3) or (4). A director or officer who is a party to the same or related proceeding for which indemnification or an

allowance of expenses is sought may not participate in a determination under this subsection.

(c) Sections 1 to 12 do not affect the Corporation's power to pay or reimburse expenses incurred by a director or officer in any of the following circumstances.

(i) As a witness in a proceeding to which he or she is not a party.

(ii) As a plaintiff or petitioner in a proceeding because he or she is or was an employee, agent, director or officer of the Corporation.

Section 8 - Court Ordered Indemnification.

(a) Except as provided otherwise by written agreement between the director or officer and the Corporation, a director or officer who is a party to a proceeding may apply for indemnification to the court conducting the proceeding or to another court of competent jurisdiction. Application may be made for an initial determination by the court or for review by the court of an adverse determination. After receipt of an application, the court shall give any notice it considers necessary.

(b) The court shall order indemnification if it determines any of the following:

(i) That the director or officer is entitled to indemnification under Section 1 or 2.

(ii) That the director or officer is fairly and reasonably entitled to indemnification in view of all the relevant circumstances, regardless of whether indemnification is required under Section 2.

(c) If the court determines under (b) that the director or officer is entitled to indemnification, the Corporation shall pay the director's or officer's expenses incurred to obtain the court-ordered indemnification.

Section 9 - Indemnification of Employees or Agents. The Corporation may indemnify and allow reasonable expenses of an employee or agent who is not a director or officer by general or specific action of the board of directors or by contract.

Section 10 - Insurance. The Corporation may, upon resolution of its board of directors duly adopted, purchase and maintain insurance on behalf of any person who is or was a director, trustee, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, officer, employee, agent,

partner or member of another corporation, partnership, joint venture, trust or other entity against any liability asserted against such person and incurred by such person in any such capacity or arising out of such person's status as such, whether or not the Corporation would have the power to indemnify such person against such liability under this provision of the Corporation's Bylaws.

Section 11 - Liberal Construction. In order for the Corporation to obtain and retain qualified directors and officers, the foregoing provisions shall be liberally administered in order to afford maximum indemnification of directors and officers and, accordingly, the indemnification above provided for shall be granted in all cases unless to do so would clearly contravene applicable law, controlling precedent or public policy.

Section 12 - Definitions Applicable To This Article.

(a) "Affiliate" shall include, without limitation, any Corporation, partnership, joint venture, employee benefit plan, trust or other enterprise that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the Corporation.

(b) "Corporation" means this Corporation and any domestic or foreign predecessor of this Corporation where the predecessor corporation's existence ceased upon the consummation of a merger or other transaction.

(c) "Director or Officer" means any of the following:

(i) A natural person who is or was a director or officer of this Corporation.

(ii) A natural person who, while a director or officer of this Corporation, is or was serving at the Corporation's request as a director, officer, partner, trustee, member, agent or employee of any governing or decision-making committee, or of another corporation or foreign corporation, partnership, joint venture, trust or other entity.

(iii) A natural person who, while a director or officer of this Corporation, is or was serving an employee benefit plan because his or her duties to the Corporation also impose duties on, or otherwise involve services by, the person to the plan or to participants in or beneficiaries of the plan.

(iv) Unless the context requires otherwise, the estate or personal representative of a director or officer.

For purposes of this Article, it shall be conclusively presumed that any Director or Officer of this Corporation serving as a director, officer, partner, trustee, member of any governing or decision-making committee, or serving as an employee or agent of an Affiliate shall be so serving at the request of the Corporation.

(d) "Expenses" include fees, costs, charges, disbursements, attorney fees and other expenses incurred in connection with a proceeding.

(e) "Liability" includes the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including an excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

(f) "Party" includes a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(g) "Proceeding" means any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought by or in the right of the Corporation or by any other person.

Section 13 - Private Foundation Limitations. Notwithstanding the foregoing, whenever the Corporation is a private foundation as defined in I.R.C. Section 509(a), it shall not make any indemnification, which would give rise to a penalty excise tax under I.R.C. Chapter 42.

8.7 Annual Membership Meeting.

The Corporation shall hold its annual meeting of members in May of each year, with all members being given due notice as determined by the President of the Association.

8.8 Officers.

The initial officers of the corporation shall consist of the following: Ron Barritt, President; Kristi Ottman, Vice-President; Alissa Darin, Secretary; Patricia Steeber, Treasurer.

8.9 Stock, Dividends, Dissolution.

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid to members of the Corporation, and no part of the income, assets or surplus of the Corporation shall be distributed to its members, directors, or officers, except upon dissolution of the Corporation. The Corporation may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as

limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

8.10 Dissolution Clause.

Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue Law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed of by the Circuit Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said court shall determine, which are organized and operated exclusively for such purposes.

8.11 Amendment.

These Articles may be amended in the manner provided by law at the time of the amendment.

Dated this 1st day of October, 2008.

Patricia M. Steeber

Patricia Steeber, Incorporator

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