EXECUTIVE SUMMARY

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

Condominium Name: Hidden Oaks of Greenfield

How is the condominium association managed?

- What is the name of the condominium association? Hidden Oaks of Greenfield Condominium Association, Inc.
- What is the association's mailing address? c/o Ogden & Company, Inc., 1665 N Water Street, Milwaukee, WI 53202
-
- How is the association managed?
  ☐ By the unit owners (self-managed)
  ☒ By a management agent or company
  ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Ogden & Company, Inc. Condominium Management
- What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? 1665 N. Water Street, Milwaukee, WI 53202; phone: 414-276-5285; website: www.ogdenre.com; Email: info@ogdenre.com
- For specific information about the management of this association, see Bylaws, Article III, Section 7

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? Four
- How many outside? Two
- How many inside? Two [check all that apply]
  ☐ Common element
  ☒ Limited common element
  ☒ Included as part of the unit
  ☐ Separate nonvoting units
  ☐ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
  ☒ No
  ☐ Yes, in the amount of $_____per
  ☐ Other: _____
- Are parking assignments reserved or designated on the plat or in the condominium documents?
  ☐ No
  ☒ Yes – Where? Plat
- Are parking spaces assigned to a unit by deed?
  ☒ No
  ☐ Yes
- Can parking spaces be transferred between unit owners?
  ☒ No
  ☐ Yes
- What parking is available for visitors? Common element parking spaces are available.
- What are the parking restrictions at this condominium? No vehicles may be parked overnight on the roadways. All vehicles must be parked in driveways; trailers, RVs, etc. must be parked inside garage.
- For specific information about the parking of this condominium, see Declaration, Article II, Section 2.3(a)(iv) and (a) (vii); Bylaws, Article VI, Section 5(d) and (e); Rules and Regulations, Section 4

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? Cats, small to medium dogs, fish or birds.
- What are some of the major restrictions and limitations on pets? Pets are limited to two domestic cats or dogs Owners or residents are not allowed to have any dog which has a previous bite history or displays vicious or dangerous tendencies or any wild, exotic, non-domesticated, dangerous or vicious animal on Association Property. The following breeds are not acceptable: Akita, Pit Bull (American Staffordshire), Chow, Presa Canario, Rottweiller, Shar-pei, Wolf Hybrid or any dog that is predominately any breed listed above.
- For specific information about the condominium pet rules, see Bylaws, Article VI, Section 5(f) and (g); Rules and Regulations, Section 1

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? Units may be rented after six months of owner occupancy. The initial rental term must be at least six months. No portion of a unit may be rented.
- For specific information about renting units at this condominium, see Declaration, Article VIII; Bylaws, Article VI, Section 5 (b); Rules and Regulations, Section 7

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☒ No ☐ Yes
- If yes, what are the major amenities and features? N/A
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
  ☐ No
  ☐ Yes – What is the cost? $ N/A
- For specific information about special amenities, see N/A

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair at his/her expense his/her unit and all parts thereof. Each unit owner shall perform normal maintenance to any limited common element, deck or porch appurtenant to the unit.
- For specific information about unit maintenance and repairs, see Bylaws, Article VI, Section 1(b)-(d); Bylaws, Exhibit A (Chart of Maintenance Responsibilities).

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

- Common elements maintenance, repair and replacement is performed as follows: The responsibilities for the common element maintenance, repair and replacement is addressed in Article VI of the Bylaws and in Exhibit A, "Chart of Maintenance Responsibilities" of Bylaws.
- How are repairs and replacements of the common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☒ Both
  ☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see Article VI of the Bylaws and in Exhibit A, "Chart of Maintenance Responsibilities" of Bylaws.
- How are repairs and replacements of the limited common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☒ Both
  ☐ Other (*specify*): _____
- Limited common element maintenance, repairs and replacement is performed as follows: The responsibilities for the limited common element maintenance, repair and replacement is addressed in Article VI of the Bylaws and in Exhibit A, "Chart of Maintenance Responsibilities" in Bylaws.

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No
Is there a Statutory Reserve Account? ☒ Yes ☐ No

- For specific information about this condominium's reserve funds for repairs and replacements, see Bylaws, Article V, Section 2
- Reserve Account balance: $74,810.39, as of the date this Executive Summary was prepared.

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

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
  ☒ Not applicable (no developer-owned units)
  ☐ No
  ☐ Yes – In what way? _____
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
  ☒ No
  ☐ Yes – Describe these provisions: N/A
- For specific information about condominium fees during the developer control period, see N/A

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

- Has the declarant reserved the right to expand? ☒ No ☐ Yes
- If yes, how many additional units may be added through expansion? _____
- When does the expansion end? It has ended
- Who will manage the condominium during the expansion period? N/A
- For specific information about condominium expansion fees, see N/A

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

- Describe the rules, restrictions and procedures for altering a unit: The interior may be altered so long as the alteration does not impair the structural integrity or mechanical, electrical or plumbing systems of any building.
- Describe the rules, restrictions and procedures for enclosing limited common elements: No enclosures of limited common elements are allowed.
- For specific information about unit alterations and limited common element enclosures, see Declaration, Article XIII; Bylaws, Article VI, Sections 3(b) and 4

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

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, by laws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Declaration, Article IX; Bylaws, Article XV, Section 1

Other restrictions or features (optional): See the Rules and Regulations for restrictions that are in addition to the restrictions contained in the Declaration and Bylaws.

Does the Association have the right of first purchase:

☒ No
☐ Yes

Does the Association charge a transfer fee:

☒ No
☐ Yes. If so, how much? $_____

Does the Association charge a disclosure material fee:

☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or $50.00 whichever is less pursuant to Sec. 703.20 (2) (a) Wis. Stat.

Does the Association charge a payoff statement fee?

☒ No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? $_____
☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two month period there is a $25.00 charge.

This Executive Summary was prepared on June 29, 2018 (insert date)
By: Attorney Lydia J. Chartre (state name and title or position).

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

ARTICLES OF INCORPORATION

HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of 21 years and acting as incorporator of a domestic, nonprofit corporation under the provisions of the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ACCT# 0000000614 CLASS CODE 31(
TRX# 0000607754 $35.0(
ACCT# 0000000614 CLASS CODE 34(
TRX# 0000607753 $25.0(

ARTICLE I

Name

The name of the corporation shall be Hidden Oaks of Greenfield Condominium Association, Inc. (the "Corporation").

ARTICLE II

ACCT# 0000000614 CLASS CODE 31(
TRX# 0000607758 $22.0(

Period of Existence

The period of existence of the Corporation shall be perpetual.

CHECK# /D
TO REGISTER OF DEEDS
AMT. PAID $[illegible]

ARTICLE III

Purposes

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

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

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

(c) To engage in any lawful activity related to the foregoing within the purposes for which a nonstock, nonprofit corporation may be organized under the Wisconsin Statutes, subject to the Act and the Declaration.

ARTICLE IV

Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Act, the Declaration and the Bylaws of the Corporation including, without limitation, the following:

(a) To exercise exclusive management and control of the Common Elements described in the Declaration;

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

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

(d) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the Property;

(e) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation;

(f) To determine, levy, collect and enforce assessments against the unit owners and to use the proceeds thereof in the exercise of its powers and duties including, without limitation, the payment of operating expenses of the Corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;

(g) To borrow money for the purpose of improving, repairing, and maintaining the common elements described in the Declaration, and in aid thereof to mortgage any and all of its real or personal property as security for money borrowed or debts incurred;

(h) To grant easements and dedicate, sell or transfer all or any part of the common elements described in the Declaration to any state or municipal agency, authority or utility;

(k) To participate in mergers, consolidations or contracts with other nonprofit corporations organized for the same purposes;

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

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

(n) To enforce by legal means the provisions of the Act, the Declaration, the Bylaws of the Corporation and any rules and regulations governing the use and operation of the Property;

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

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

ARTICLE V

Members

There shall be one class of members (referred to as "Unit owners." The rights and qualifications of members are set forth in the Bylaws of the Corporation.

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the corporation shall be 9841 W. River Road, Vernon, Wisconsin 53186, but the registered agent shall be [illegible] the address of the registered agent is c/o Stillman Capital Corporation, 9841 W. River Road, Vernon, Wisconsin 53186.

ARTICLE VII

Amendments

These Articles may be amended by the agreement of those members to which at least sixty-six and two-thirds percent (66-2/3%) of the votes in the Corporation appertain and in the manner provided by Section 703.08 of the Act, as amended and renumbered from time to time.

Article VIII

Directors

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

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

NAME	ADDRESS
Fred B. Loeb	9414 North River Road Mequon, Wisconsin 53092
Diana Loeb	9414 North River Road Mequon, Wisconsin 53092
Ruth Theobald	9441 North River Road Mequon, Wisconsin 53092

Article IX

Incorporator

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

William A. Wiechers
Foley & Lardner
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Article X

Powers

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a refund of annual membership dues, fees or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for

services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its Bylaws.

ARTICLE XI

Liability

The members shall not be liable for the obligations of the Corporation except as provided for and authorized under the Declaration and Bylaws.

Executed in duplicate this 28 day of January, 1982.

William A. Wigdahl, Incorporator

STATE OF WISCONSIN)
) ss.
Waukesha COUNTY)

Personally came before me this 28th day of January, 1982, the above-named William A. Wigdahl, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Notary Public, State of Wisconsin
My commission: 4 years

THIS DOCUMENT WAS DRAFTED BY William A. Wigdahl

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

EFFECTIVE DATE: JANUARY 30, 1997 CORP. I.D. NO. [illegible]

CERTIFICATE OF INCORPORATION
of

HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC.

The STATE OF WISCONSIN hereby grants to said organization the powers and privileges conferred upon it by Chapter 181 of the Wisconsin Statutes, for the pursuit of any purpose lawful under said Chapter, except as may be further limited in its articles of incorporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on the date above written.

Richard L. Dean, Secretary
Department of Financial Institutions

ANNUAL REPORTS. Corporations formed under Ch. 181 of the Wisconsin Statutes are required to file an annual report with the Department of Financial Institutions.

WHO IS DUE. DFI/CORP/Corp Form 17. Blank report forms are mailed by the corporation, c/o its registered agent, to the agent's address on record with the department, and are determined during the calendar quarter in which a report is due.

WHEN DUE. The due date is fixed by the calendar quarter within which the organization was incorporated. For example, the incorporation date is May 15, the due date for the report is the last day of that quarter, or June 30.

WHERE TO FILE. By mail, to Wisconsin corporation added, receipt, at the address indicated on the report form, or the department's office at 30 W. Mifflin St., Madison.

REGISTERED AGENT AND AGENT'S ADDRESS. Each corporation is required to continuously maintain a registered agent in Wisconsin. The listed agent and agent's address may set forth on the articles of incorporation, it may be changed by filing a written change statement with the department. Address DFI/CORP/Corp Form 113 (see P.O. Box 7846, Madison WI, 53707, or make the change on the annual report form.

The above requirements are necessary, and further, it is important that the agent and agent's address be kept current, as annual report forms, notices and many official communications are directed to the corporation through its registered agent on record with the department.

[illegible] Notice is hereby given, pursuant to Ch. 180.1602, that a foreign corporation engaged in a business substantially [illegible] as subject to applying requirements with the Wisconsin Department of Regulation & Licensing pursuant to Ch. 440 of the Wisconsin Statutes. Please call or write for further information and filing requirements to: Wisconsin Department of Regulation & Licensing, Attn: Charitable Organizations, P.O. Box 8935, Madison WI 53708. Phone: (608) 266-0955.

$22.00 Cashier Ck.

ARTICLES OF INCORPORATION

JAN 30 1997

CHAPTER 181
NONSTOCK

$35.00 + $25.00 Exp

2/3 Vote Required

NEW COVER SHEET LANGUAGE
REQUIRED AS OF NOVEMBER 1, 2004
(Attach this to Disclosure Papers)

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

DECLARATION
OF
HIDDEN OAKS OF GREENFIELD, A CONDOMINIUM

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DECLARATION
OF
HIDDEN OAKS OF GREENFIELD, A CONDOMINIUM

This Declaration is made as of this ____ day of _____, 1997 by Old Tuckaway Associates Limited Partnership, a Wisconsin Limited Partnership (hereinafter referred to as the "Declarant").

Declarant owns certain real property located in the County of Milwaukee, State of Wisconsin and more particularly described in EXHIBIT A attached hereto and made a part hereof (hereinafter referred to as the "Submitted Property") and Declarant does hereby declare that the Submitted Property is hereby made subject to the Wisconsin Condominium Ownership Act (hereinafter referred to as the "Act"). The Property and any and all improvements now or subsequently placed thereon and any and all easement rights and appurtenant rights belonging thereto shall be known and described as Hidden Oaks of Greenfield, a Condominium (hereinafter referred to as the "Condominium") located on Edgerton Avenue at 35th Street, Greenfield, Wisconsin.

ARTICLE I

DEFINITIONS

Section 1.1. Undefined Capitalized Terms. Capitalized terms not otherwise defined herein or on the Plats (as hereinafter defined) shall have the meanings specified or used in the Act.

Section 1.2. Defined Terms. The following terms shall have the following specific meanings when used herein:

(a) "Act" means Chapter 703: Wisconsin Condominium Ownership Act of the Wisconsin Statutes, as amended from time to time.

(b) "Additional Property" means the real property and any improvements thereon, whether now existing or hereafter constructed, more particularly described in EXHIBIT B attached hereto and made a part hereof, which real property may be added in whole or in part at any time or from time to time to the Condominium in accordance with the provisions of this Declaration and the Act.

(c) "Articles" means the Articles of Incorporation for Hidden Oaks of Greenfield Condominium Association, Inc. as amended from time to time.

(d) "Association" means Hidden Oaks of Greenfield Condominium Association, Inc., the association of the Unit Owners in the Condominium.

(e) "Board of Directors" means the governing body of the Association.

(f) "Building(s)" means any detached structure containing one or more Units which structure is situated on the Property.

(g) "Building Common Elements" means all parts of a Building other than the Units and Limited Common Elements.

(h) "Building Plans" consist of the plans attached hereto and made a part hereof as EXHIBIT C and any supplemental plans thereto, showing graphic particulars of the Buildings and the Units.

(i) "Common Elements", both "General" and "Limited", mean all parts of the Condominium other than the Units, as more fully set forth in Sections 2.3, 2.4 and 2.5 of this Declaration.

(j) "Common Expenses" means and includes all sums lawfully assessed against the Unit Owners by the Association, including without limitation (i) expenses of administration, maintenance, repair or replacement of the Common Elements, including insurance premiums and contributions to such reserves as may be established, and (ii) expenses declared Common Expenses pursuant to the provisions of the Act or this Declaration or the Bylaws.

(k) "Condominium" means Hidden Oaks of Greenfield, a Condominium.

(l) "Condominium Documents" consist of this Declaration, the Articles, the Bylaws and the Rules and Regulations.

(m) "Declarant" means Old Tuckaway Associates Limited Partnership, a Wisconsin Limited Partnership and its successors and assigns.

(n) "Declaration" means this Declaration of Hidden Oaks of Greenfield, a Condominium.

(o) "Eligible Mortgage" means any of the following (i) a recorded first deed of trust or mortgage encumbering a Unit or (ii) any junior mortgage which is to the Declarant or a seller of a Unit.

(p) "Eligible Mortgagee" means any person or entity who is the holder, governmental insurer or guarantor of an Eligible Mortgage and who has requested the Association to notify it of any proposed action pursuant to Section 10.4 hereof

requiring the prior written consent of a specified percentage of Eligible Mortgagees.

(q) "General Common Elements" means those portions of the Common Elements other than Limited Common Elements.

(r) "Limited Common Elements" means those portions of the Common Elements designated in this Declaration or on the Plats or Building Plans as being Limited Common Elements.

(s) "Managing Agent" means any professional managing agent employed to perform duties and services for the Condominium in accordance with the Act, this Declaration and the Bylaws.

(t) "Neighborhood" means any distinct geographical area of the Condominium designated by the Board of Directors or the Declarant as a Neighborhood and in which area the Unit Owners or Units have, in general, certain specific common interests.

(u) "Neighborhood Assessment" means the assessment levied against a specific Neighborhood in connection with, among other items, expenses for the administration, purchase, installation, maintenance, repair or replacement of Neighborhood Common Elements, including insurance premiums and contributions to such reserves as may be established, and the administration of rules and regulations unique to the specific Neighborhood.

(v) "Neighborhood Building Representative" means the Unit Owner (or a partner, officer, director, trustee, agent or employee of a Unit Owner who is not a natural person) elected from each Building within a Neighborhood to serve on the Neighborhood Committee by the Unit Owners owning Units in such Building.

(w) "Neighborhood Committee" means a committee consisting of the Neighborhood Building Representatives from a given Neighborhood.

(x) "Neighborhood Committee Representative" means the Neighborhood Building Representative elected by a Neighborhood Committee to represent the Neighborhood before the Board of Directors.

(y) "Neighborhood Common Elements" means those portions of the Common Elements designated as Neighborhood Common Elements in this Declaration or on the Plats or Building Plans or by the Board of Directors in accordance with the provisions of this Declaration.

(z) "Percentage Interest" means the undivided percentage interest of each Unit in the Common Elements as set forth in Section 3.1 of this Declaration, as amended from time to

time in accordance with the provisions of the Act and this Declaration. In the event the Condominium is expanded, Percentage Interests for all Units in the Condominium as expanded shall be adjusted as set forth in the Section of this Declaration entitled "Option to Expand".

(aa) "Plats" means the Plat(s) of Survey of the Condominium being recorded pursuant to the Act simultaneously with this document and constituting a part of this Declaration, as the same may be amended from time to time.

(bb) "Property" means the Submitted Property. In the event the Condominium is expanded, the term "Property" shall mean the Submitted Property, together with such portions of the Additional Property or other property as from time to time have been added to the Condominium.

(cc) "Reserved General Common Elements" means those portions of the Common Elements designated in this Declaration or on the Plats and Building Plans as being Reserved General Common Elements.

(dd) "Rules and Regulations" means the rules and regulations adopted from time to time by the Board of Directors pursuant to the Bylaws.

(ee) "Submitted Property" means the real property as described in the metes and bounds description attached hereto and made a part hereof as EXHIBIT A, and further described on the plat of survey attached hereto and made a part hereof as EXHIBIT A-1, and any amendments thereto.

(ff) "Unit" means a Unit as defined in the Act and as separately described as a Unit on the Plat, on the Building Plans, and in the Section of this Declaration entitled "Description of Units" and any amendment to any of the foregoing.

(gg) "Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which owns fee simple title to a Unit or has equitable ownership to a Unit as a land contract vendee, but does not include any mortgagee, as such, unless and until such mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

ARTICLE II

DESCRIPTION

Section 2.1. Description of Buildings. Buildings containing a total of 37 Units and appurtenant facilities are to be constructed on the Property. The general location, dimensions

and area of the Building and facilities are shown on the Plats and the Building Plans. Each Building is designated numerically as shown on the Plats.

Water will be provided to the Buildings and Units by public water and sewer. Gas and electricity will be provided to service each Building by public utility companies.

Section 2.2. Description of Units.

(a) Units are identified by Building Number and Address as indicated on the Plats. Each Unit and the approximate area, location, appurtenant Limited Common Elements, Reserved General Common Elements, if any, and immediate Common Elements to which said Unit has access are, to the extent feasible, generally shown on the Plats or Building Plans.

(b) The boundaries of each Unit shall consist of that part of each Building as follows:

(i) Horizontal Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the vertical boundaries:

(A) Upper Boundary: The upper boundary of a Unit is the horizontal plane of the bottom surface of the floor joist above the uppermost floor of each such Unit; provided, however, that the upper boundary of each of the uppermost Units in a Building is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if no such attic floor joists, then the bottom surface of the rafters supporting the roof of the Building.

(B) Lower Boundary: The lower boundary of a Unit is the horizontal plane of the top surface of the floor joists below the lower most floor of each such Unit; provided, however, that the lower boundary of each of the lower most Units in a Building is the horizontal plane of the top surface of the concrete slab below the lower most floor of each such Unit.

(ii) Vertical Boundaries: The vertical boundaries of a Unit are the vertical planes, extended to intersections with each other and with said Unit's upper and lower boundaries, of the inner surface of any stone, brick, block or other masonry walls bounding such Unit and, with respect to those walls bounding such Unit which are not of stone, brick, block or other masonry, such vertical boundaries are the interior surface of the studs which support the dry wall, wood, or plaster perimeter walls bounding such Unit.

(iii) Included Items: Expressly included as part of each Unit are:

(A) the door to any patio or deck serving the Unit;

(B) the garage door, the front entrance door and any other entrance door to the Unit and any and all hardware (including, without limitation, garage door openers and related mechanical systems, if any) associated therewith;

(C) all windows, screens or sky lights for the Unit, including porch screens;

(D) interior ceilings, floors, walls, and floor and wall coverings, including those within any screened or enclosed porch;

(E) the air conditioning, heating, gas lines, including, without limitation, any gas line servicing any gas grill exclusively serving a Unit, and hot water components exclusively serving such Unit whether or not located within the designated boundary lines of the Unit;

(F) the interior of any garage or garages exclusively serving the Unit, including, without limitation, the interior ceilings, floors, walls and floor and wall coverings, if any;

(G) the interior surface of any breezeway or walkway exclusively serving the Unit, including, without limitation, the interior ceilings, floors, walls and floor and wall coverings, if any;

(H) subject to subparagraph (I) below, all space, interior partitions and other fixtures and improvements (including, without limitation, sinks, bathtubs, other plumbing facilities, refrigerators, ovens, television, cable and other communication lines and systems, any individual Unit temperature alarm and other appliances and systems) within the designated boundaries of a Unit; and

(I) if any chutes, flues, ducts, conduits, wires, pipes, bearing walls, bearing columns or any other apparatus (including, without limitation, wall safes, medicine cabinets, built-in shelving and other similar items) lies partially within and partially outside of the designated boundaries of a Unit, any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof, serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements and a valid easement for any such part of the Common Elements and for its maintenance, inspection, repair or replacement shall exist in favor of the Association and the Declarant, their agents and employees.

(iv) If any portion of the General, Reserved General or Limited Common Elements shall encroach upon any Unit, or if any

Unit shall encroach upon any other Unit or upon any portion of the General, Reserved General or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of a Building, or as a result of settling or shifting of a Building, a valid easement for the encroachment and for its maintenance shall exist so long as the Building stands. The existing physical boundaries of a Unit or Common Elements constructed or reconstructed in substantial conformity with the Plats shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the Building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Plats and the existing physical boundaries of any such Unit or Common Element.

Section 2.3. Description of Limited Common Elements.

(a) The Limited Common Elements consist of those Common Elements which are generally described below or are generally identified as such on the Plats and Building Plans, and which are reserved for the use of specific Units to the exclusion of all other Units. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefitted thereby, his family members, employees, agents, guests and invitees. The Limited Common Elements include without limitation:

(i) any patios or decks adjacent to Units (which are reserved for the exclusive use of the Units to which each is adjacent);

(ii) any functional balconies (being those balconies designed for use as same); provided, however, that, notwithstanding anything to the contrary contained herein, any non-functional balconies, being those designed for decorative or ornamental purposes only, are General Common Elements;

(iii) the frames and sills of all entrance doors, porch, deck or balcony doors and frames and sills of all windows which are not part of the Unit but which are adjacent to and serve only such Unit;

(iv) the driveway exclusively serving a Unit or Units as shown on the Plats;

(v) the sidewalk(s) exclusively serving a Unit or Units (extending from the Unit door to the front sidewalk or to the Roadway) as shown on the Plats;

(vi) the exterior patio and deck lights, rear balcony lights and/or front coach light, if any, mounted on the exterior of a Unit;

(vii) the interior of any garage or garages exclusively serving more than one Unit, including, without limitation, the interior ceilings, floors, walls and floor and wall coverings, if any;

(viii) any chimney, dormer or vent or similar appurtenance exclusively serving a Unit whether or not located within the designated boundary lines of a Unit; and

(ix) subject to the provisions of Section 2.2 (iii) (A) through (I), any shutters, awnings, window boxes, doorsteps, stoops, porches, decks and other fixtures, (including, without limitation, mailboxes, house numbers and landscaping) designed to service a single Unit, but located outside a Unit.

(b) Each Unit Owner, where applicable, shall have the right subject to the prior approval of plans by the Design Review Control Committee (if then established pursuant to the Bylaws of the Association, which term is therein defined; otherwise by the Board of Directors of the Association), to construct and attach the enclosed porch in the location designated for a porch on the Building Plans. Such porch must be located entirely within one Unit's yard and shall be a Limited Common Element appurtenant to the Unit to which it is attached and, except as otherwise set forth herein, to be maintained and repaired and insured by and at the expense of the Unit Owner.

Section 2.4. Description of Neighborhood Common Elements. Neighborhood Common Elements are those parts of General Common Elements not reasonably intended or designed to serve all of the Unit Owners and which are either designated as Neighborhood Common Elements on the Plats and/or Building Plans or by the Board of Directors from time to time for the use and benefit of a certain Neighborhood to the exclusion of other Neighborhoods.

Section 2.5. Description of Reserved General Common Elements. The Reserved General Common Elements are those parts of the General Common Elements not reasonably intended or designed to serve all of the Unit Owners which the Board of Directors or, as more particularly set forth below, the Declarant may designate from time to time for the use and benefit of the Association and/or any Unit Owner(s) to the exclusion of other Unit Owners(s) and may impose reasonable charges for and in consideration of such use. Any such designation by the Board of Directors or the Declarant shall not be construed as a sale or disposition of such portions of the General Common Elements.

Section 2.6. Description of General Common Elements. The General Common Elements as generally shown on the Plats and the Building Plans consist of the entire Condominium other than

the Units and the Limited Common Elements, and include without limitation the following:

(a) The Property;

(b) All foundations, columns, girders, beams and supports of Buildings not included as parts of Units;

(c) All exterior walls and facings and roof of Buildings and all partitions separating Units not included as parts of Units or as Limited Common Elements;

(d) All recreational facilities and appurtenant equipment, if any, located on the Property;

(e) All surface parking and driveway areas, sidewalks, common walkways, pathways and private streets, not included as parts of Units or the Limited Common Elements;

(f) All pumps, wells, meters, pipes, wires, cables, conduits and other apparatus relating to the water distribution, drainage, power, light, telephone, sewer, heating and plumbing systems, not included as parts of Units or Limited Common Elements and whether or not located within the designated boundaries of a Unit or a Common Element;

(g) All apparatus and installations existing or hereinafter constructed in the Buildings or on the Property for common use, or necessary or convenient to the existence, the common maintenance or safety of the Condominium; and

(h) All access steps and landings, if any, serving Units, not included as parts of the Limited Common Elements.

Section 2.7. Declarant's Right to Modify Units and/or Limited Common Elements. Declarant hereby reserves the right to increase and/or modify or alter the size, location and floor plans of a Unit and/or Limited Common Elements during the construction of such Unit and/or Limited Common Elements. In the event Declarant exercises its rights with respect to any Unit and/or Limited Common Element, Declarant shall file an amendment to the Plats with the Register of Deeds of Milwaukee County showing the exact location, size and floor plans of any materially modified Unit and/or Limited Common Element.

Section 2.8. Declarant's Right to Alter Common Elements. The Declarant and its duly authorized agents, representatives and employees shall have the right exercisable in the sole discretion of the Declarant, to modify, alter, remove or improve any defective or nonfunctional Common Element (including without limitation any item of equipment or any fixture). Such right shall expire with respect to each Common Element as of the

date two (2) years after Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association.

ARTICLE III

PERCENTAGE INTERESTS AND VOTING

Section 3.1. Percentage Interests. The undivided percentage interest in Common Elements (including Limited Common Elements) of the Condominium shall at any and all times be apportioned as follows and appurtenant to each and every Unit then included in the Condominium. Each Unit's Percentage Interest in Common Elements shall be determinable at any time by dividing the number One Hundred (100) by the number of Units then included in the Condominium. Until such time as Declarant may expand the Condominium in accordance with Article V hereof, the undivided Percentage Interest appertaining to each Unit shall be 2.70.

Section 3.2. Votes. There shall be one vote appertaining to each Unit as more particularly set forth in the Bylaws.

ARTICLE IV

EASEMENTS

Section 4.1. Additional Easements. In addition to and in supplementation of the easements provided for by Section 703.32 of the Wisconsin Statutes and other provisions of the Act, and any and all licenses, easements, rights-of-way, covenants, limitations and restrictions of record, the Condominium shall be subject to the following easements and restrictions:

(a) Additional Property: Ingress and Egress; Utilities. The Declarant, for itself and its successors, assigns, employees and agents and for any person or entity at any time owning or occupying any portion of the Additional Property and their guests and invitees, and for companies or entities providing utilities to the Property and the Additional Property, hereby reserves perpetual, alienable and non-exclusive easements on, over and through any and all common walkways and pathways, and private roadways or drives at any time a part of the Condominium for pedestrian and vehicular ingress and egress into and from any and all portions of the Condominium and the Additional Property and on, over and through any portion of the Condominium, except portions occupied by structural improvements, for purposes of the construction, installation, placement, inspection, maintenance, repair, replacement, or restoration of any walkways, pathways, roadways, and drives between the Condominium and the Additional Property and/or any utilities,

including, without limitation, gas, telephone, electricity, water, sewer and cable, for the benefit of the Condominium and/or Additional Property, or any part or parts thereof and for any and all lawful purposes. In the exercise of any rights hereunder, there shall be no unreasonable interference with the use of any Unit for residential purposes, or with the Common Elements or the Additional Property, for the purposes for which each reasonably is intended. Any person exercising any rights hereunder is and shall be obligated to repair promptly, at such person's own expense, any damage caused by the exercise of such rights and to restore such property to the condition of such property prior to the exercise of such rights. The provisions of this paragraph automatically shall terminate and be of no further force and effect at such time, if any, the Condominium shall be expanded to include all of the Additional Property. If at any time the Declarant is not the owner of the Additional Property, or any part thereof, then this reservation and/or grant of easements shall benefit only those portions of the Additional Property that Declarant expressly declares shall benefit from said easement or easements in an instrument recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin.

(b) Easement to Facilitate Sales.

(i) The Declarant and its duly authorized agents, representatives and employees shall have the right, exercisable in Declarant's sole discretion, to use as model, sales and/or rental offices and/or for any other lawful purpose or purposes any unsold Unit or Units and any Unit or Units leased by the Declarant from Unit Owners who may agree to lease their Units to the Declarant for such use(s). Such Units shall be Units within the meaning of this Declaration and the Condominium Act, and shall not comprise a part of the Common Elements. The Declarant shall have the absolute right for itself, its successors and its invitees and prospective purchasers, to use and enter, without being subject to any charge or fee therefor, any and all such Units and the Common Elements, including parking areas, for model, sales and/or rental purposes and/or for any other lawful purpose or purposes, including placing thereon any advertising signs and other promotional materials as may comply with applicable governmental regulations.

(ii) Declarant shall have an easement to maintain sales offices, including, without limitation, a sales/customer service center, and management offices throughout the Property and to maintain one or more advertising signs on the Common Elements. Declarant may from time to time relocate models, management offices and sales offices to different locations within the Property. Upon the relocation of a model, management office or sales office, Declarant may remove all personal property and fixtures therefrom.

(iii) So long as Declarant shall be engaged in selling property, Declarant shall have the right to restrict the use of the Common Element parking spaces for sales purposes. Such use shall include reserving such spaces for use by prospective purchasers, Declarant's employees, and others engaged in sales, maintenance, construction or management activities.

Notwithstanding anything to the contrary contained in this Declaration, the Bylaws, or the Rules and Regulations, no provision in said Condominium Documents or any amendment thereto shall limit or restrict the Declarant's rights pursuant to this Section 4(b).

(c) Utility and Other Easements. The Units and Common Elements and the Property, including any dedicated street thereon, shall be, and are hereby, made subject to easements in favor of the Declarant (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner and the Association), the Association, appropriate utility and service companies and governmental agencies or authorities for such utility and service lines and equipment, including security systems, as may be necessary or desirable to serve any portion of the Property. The easements provided for by this Section 4(c) shall include, without limitation, rights of Declarant, the Association, any providing utility, any service company, and any governmental agency or authority and any of them to install, lay, maintain, repair, relocate and replace gas lines, pipes and conduits, water mains and pipes, sewer and drain lines, telephone wires and equipment, television equipment and facilities (cable or otherwise), security systems, electrical wires, conduits and equipment and ducts and vents and any other appropriate equipment and facilities over, under, through, along and on the Units and Common Elements. Notwithstanding the foregoing provisions of this Section, unless approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit by the Declarant to a grantee other than the Declarant, or so as not to materially interfere with the use or occupancy of the Unit by its occupants.

(d) Dedication. The Association shall have the right to dedicate or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Unit Owners. Except for the installation of utilities pursuant to Section 4(c) hereof, no such dedication or transfer shall be effective unless approved by Unit Owners owning Units to which at least seventy-five percent (75%) of the votes in the Association appertain and Eligible Mortgagees holding sixty-seven percent (67%) of all Eligible Mortgages owned in the Condominium and unless written notice of the proposed agreement and action

thereunder is sent to every Unit Owner at least ninety (90) days in advance of any such action.

(e) Declarant's Easements.

(i) Declarant reserves for itself, its duly authorized agents and its employees an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, and shall have completed any expansion of the Condominium) to use portions of the Common Elements and any Units owned by Declarant for construction or renovation related purposes including the storage of tools, machinery, equipment, building materials, appliances, supplies and fixtures, and the performance of work respecting the Property and the Additional Property.

(ii) Declarant reserves an easement (until Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, and shall have completed any expansion of the Condominium) on, over and under those portions of the Common Elements not located within the Buildings for the purpose of maintaining and correcting drainage of surface, roof or storm water. The easement created by this Section 4(e) expressly includes the right to cut any trees, bushes, or shrubbery, to grade the soil or to take any other action reasonably necessary, following which the Declarant shall restore the affected property as closely to its original condition as practicable.

(iii) Until the Declarant shall have satisfied all of its obligations under any Condominium Document and all commitments in favor of any Unit Owner, the Association, and shall have completed any expansion of the Condominium and for a period of two (2) years thereafter, the Declarant shall have an easement through the Units and the Common Elements for any access necessary to complete any renovations or modifications to be performed by Declarant.

Notwithstanding anything to the contrary contained in this Declaration, the Bylaws or the Rules and Regulations, no provision in said Condominium Documents or any amendment thereto shall limit or restrict the Declarant's rights pursuant to this Section 4(e).

(f) Easement for Ingress and Egress Through Common Elements, Access to Units and Structural Support.

(i) Each Unit Owner is hereby granted an easement in common with each other Unit Owner for ingress and egress through all General Common Elements, subject to such reasonable rules, regulations and restrictions as may be imposed by the Association. Each Unit is hereby burdened with and subjected to

an easement for ingress and egress through all General Common Elements by persons lawfully using or entitled to the same.

(ii) To the extent necessary, each Unit shall have an easement for structural support over every other Unit in the Building and the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building and the Common Elements.

(g) Common Elements Easement in Favor of Unit Owners.

The Common Elements (including without limitation the Limited Common Elements) shall be and are hereby made subject to the following easements in favor of the Association and the Units benefitted:

(i) For the installation, repair, maintenance, use, removal and/or replacement of pipes, wires, ducts, cables, conduits, heating and air conditioning systems, electrical, telephone and other communication wiring and all other utility lines and distribution systems, whether or not such Common Elements are located in any of the other Units or in any other part of the Condominium, to the extent such pipe, wire, and air conditioning system, electrical, telephone and other communication wiring and all other utility lines and distribution systems serves any Unit or is necessary for service to any Unit; provided that any such installation, repair, maintenance, use, removal and/or replacement of any such item does not interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner.

(ii) For the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building, or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner.

(iii) For driving and removing nails, screws, bolts and other attachments bounding the Unit and the Unit side surface of the studs which support the dry wall or plaster perimeter walls bounding the Unit, the bottom surface of floor joists above the

Unit and the top surface of the floor joists below the Unit to the extent such nails, screws, bolts and other attachment devices may encroach into a part of a Common Element adjacent to such Unit; provided that any such action will not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building or the systems serving the Building and any and all such work is performed in a good and workmanlike manner.

(iv) For the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements on the date this Declaration is recorded or was thereafter installed by Declarant.

(h) Units and Common Elements Easement in Favor of Association. The Units and the Common Elements, including, without limitation, the Limited Common Elements, are hereby made subject to the following easements in favor of the Association and its agents, employees and independent contractors:

(i) for inspection of the Units, Reserved General Common Elements and Limited Common Elements in order to verify the performance by Unit Owners of all items of maintenance and repair for which they are responsible;

(ii) for inspection, maintenance, repair and replacement of the General Common Elements, Reserved General Common Elements or the Limited Common Elements situated in or accessible from such Units or Common Elements, or both; and

(iii) for correction of emergency conditions in one or more Units or Common Elements, or both, or casualties to the Common Elements and/or the Units.

ARTICLE V

OPTION TO EXPAND

Section 5.1. Option to Expand the Condominium. The Declarant hereby expressly reserves an option until the tenth anniversary of the recordation of this Declaration to expand the Condominium in compliance with Section 703.26 of the Act without the consent of any Unit Owner or mortgagee. The option to expand may be terminated prior to such anniversary only upon the recordation by the Declarant of an amendment to this Declaration. The option to expand is subject to the following:

(a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the Additional Property, to add additional Units, to add additional Common Elements, or to do any or all of the foregoing at any time or from time to time at different times so long as the applicable supplemental declaration is recorded within the aforesaid ten (10) year period, provided, only that the total area of Additional Property added to the Condominium shall not exceed the total area of the Additional Property as described in the metes and bounds description attached hereto and made a part hereof as EXHIBIT B and further described on the survey attached hereto and made a part hereof as EXHIBIT B-1.

(b) The maximum number of Units on the Submitted Property and Additional Property will not exceed 405, if fully expanded and added to the Condominium.

(c) In order to exercise its rights pursuant to this Article V, Declarant shall execute and record a supplemental declaration from time to time prior to the expiration of the aforesaid ten (10) year period, which supplemental declaration shall describe the Additional Property to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited or General Common Elements, the Percentage Interest of each Unit, (determined in accordance with Section 3.1 hereof), and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Additional Property being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the Common Expenses in connection with the Condominium as expanded.

(d) Declarant makes no representations or assurances as to the locations of improvements that may be constructed on any portion of the Additional Property. Such improvements as may from time to time exist on any portion of the Additional Property will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Additional Property on which such improvements exist.

(e) All Units to be created on any portion of the Additional Property added to the Condominium shall be restricted to residential or home office use, except as set forth in Section 4(b) hereof. No representations or assurances are made by the Declarant as to the size or type of Units or other improvements that may be created in the future on the Additional Property. EXHIBIT B-1 attached hereto sets forth, in general terms, the potential outlines of the Additional Property, buildings and potential Common Elements that may be added to the Condominium; however, in the event the Condominium is expanded, the Declarant makes no representations or assurances that the Additional Property will be developed in a manner consistent with EXHIBIT B-1 or the existing Units.

(f) Declarant expressly reserves the right to create Common Elements and Limited Common Elements on the Additional Property, and to designate Common Elements thereon which may, in the sole discretion of the Declarant, be assigned as Reserved General Common Elements. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Reserved General Common Elements.

(g) In the event the Condominium is expanded, the allocation of Percentage Interests in the Condominium, as expanded from time to time, shall be adjusted, in accordance with the formula set forth in Sections 3.1 and 5.2 hereof, to reflect the addition of any Units added by such expansion.

(h) In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Unit Owners," "Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.

(i) In the event the Declarant shall not add to the Condominium all or any portion of the Additional Property, the Declarant nevertheless shall have the right to construct, renovate or remodel all or any portion of any improvements on the Additional Property not added to the Condominium and to operate the same without restriction and for any purpose, whatsoever, including, without limitation, for commercial, retail or apartment purposes and the Declarant specifically reserves the rights and easements set forth in Section 4.1(a) of this Declaration which benefit Declarant or the Additional Property.

(j) Declarant shall have the right, but not the obligation, to construct from time to time community and/or recreational facilities on the Additional Property, including, without limitation, a gazebo, clubhouse, swimming pool, tennis court(s), jogging paths, basketball court, parking areas, and play area, and from time to time to add said community and recreational facilities to the Condominium; whereupon the Unit Owners shall be responsible for the costs and maintenance thereof in accordance with each such Unit Owner's Percentage Interest as of the date thereof. In the event Declarant reasonably believes that as a result of the addition to the Condominium of any such community and recreational facilities, the Common Expenses hereunder will then increase more than fifty percent (50%) during the first two (2) years after any such addition, then Declarant will be required to obtain the consent of at least sixty percent (60%) of the Unit Owners to the addition to the Condominium of any such community or recreational facility.

(k) In the event any community and/or recreation facilities shall be constructed upon any portion of the Additional Property added to the Condominium, but the Condominium shall not be expanded to include all of the Additional Property, the Declarant expressly reserves the right to grant to any persons at any time owning or occupying any portion of the Additional Property and the members of their families and guests, a non-exclusive easement for the use and enjoyment of such facilities and for reasonable rights of pedestrian and vehicular ingress and egress over the Condominium in furtherance thereof. Such easements shall be subject, without limitation, to all covenants and conditions of record, and to the obligation of all owners of any portion of the Additional Property so benefitted to bear their fair share of all costs of operating, maintaining, repairing and replacing such facilities.

(l) In no event shall the Declarant be required to expand the Condominium or add any portion of the Additional Property thereto.

(m) At such time as the Declarant decides not to expand the Condominium, the Declarant may remove any portion of or all of the Additional Property from the Condominium provided that failure to remove the Additional Property shall not create any additional rights in said property in favor of the Unit Owners.

Section 5.2. Consent to Expansion. By acceptance of a deed of conveyance of a Unit, the grantee is hereby deemed to agree to the expansion of the Condominium and shall make no attempts to prevent the expansion of the Condominium in the event the Declarant decides to exercise its option to expand the Condominium.

Section 5.3. Additional Property-Assessments, Votes. Liabilities for Common Expenses and rights to common surpluses appurtenant to any given Unit shall be expressed as a percentage which shall be determined by dividing the number, one hundred (100) by the number of units then included in the Condominium. Except as otherwise set forth herein with respect to the Declarant, Unit Owners of Units added to this Declaration shall be entitled to vote upon the recording of the supplemental declaration which adds the Units to the Condominium; each such Unit shall have one vote. Assessments shall commence as to such Units in accordance with Section 6.1 hereof.

ARTICLE VI

BUDGETS; COMMON EXPENSES; ASSESSMENTS AND ENFORCEMENT

Section 6.1. Monthly Payments. The Board of Directors shall levy and enforce the collection of the general and special assessments for Common Expenses in accordance with the terms and conditions contained in the Bylaws, including, without limitation, the creation and enforcement of liens on the Units. Assessments shall commence as to any Unit upon the first conveyance of such Unit to a person or entity other than the Declarant. Declarant shall not be required to pay any assessments on Units owned by Declarant unless such Units are occupied for residential purposes for more than thirty (30) consecutive days and only as to those months during which said Units are occupied for residential purposes. Upon any conveyance of a Unit to a party or parties other than Declarant, Declarant shall have no further obligations in connection therewith. As to those Units added pursuant to a supplemental declaration in accordance with the terms and provisions of Article V, assessments shall commence as to any such Unit upon the first conveyance of such Unit to a person or entity other than the Declarant and Declarant shall not be required to pay assessments on such Units added thereby and owned by Declarant unless such Units are occupied for residential purposes for more than thirty (30) consecutive days and only as to those months during which said Units are occupied for residential purposes. All Common Expense annual assessments shall be due and payable in equal monthly installments, in advance, on the first day of each month unless different payment periods and due dates are selected by the Board of Directors. Special Assessments shall be due and payable in the manner established by the Board of Directors. Assessments, other than special assessments, shall be deemed to have been adopted and assessed on a monthly basis (or such other basis as may be elected by the Board of Directors from time to time) and not on an annual basis payable in monthly installments.

Section 6.2. Surplus Funds. Surplus funds of the Association remaining after payment of or provision for Common Expenses and any prepayment of reserves may in the discretion of the Board of Directors either (i) be credited, in proportion to each Unit Owner's obligation to pay Common Expenses, to the next monthly installments due from Unit Owners, or (ii) refunded among Unit Owners who paid assessments in proportion to their payments, or (iii) added to reserves until exhausted.

ARTICLE VII

USE RESTRICTIONS

Section 7.1. Restrictions. The occupancy and use of the Units and Common Elements shall be subject to the

restrictions set forth in the Bylaws, as the same may be amended from time to time, and the following restrictions:

(a) The Units in the Condominium (with the exception of any Units during the time period when they are being used by the Declarant as a sample, model or sales or management office) are restricted to single family residential use and may not be used for any other purposes by the Unit Owner or any future Unit Owner, except as expressly set forth in Section 5(a) of Article VI of the Bylaws.

(b) A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction, or repair to his Unit or Units which will impair the structural integrity of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or lessen the support of any portion of the Building; or violate any applicable law, ordinance or governmental rule, regulation or order.

(c) A Unit Owner is prohibited from making any alteration, installation, removal, addition, reconstruction or repair to the exterior of his or her Unit without the prior written approval of the Design Review Committee in accordance with Article XII hereof.

Section 7.2. Rules and Regulations. Rules and Regulations, not in conflict with the provisions of this Declaration, concerning the use and enjoyment of the Property, may be promulgated from time to time by the Board of Directors, in their reasonable discretion, subject to the right of the Association to change such Rules and Regulations. Copies of the then current Rules and Regulations and any amendments thereto shall be furnished to all Unit Owners by the Board of Directors promptly after the adoption of such Rules and Regulations or any amendments thereto.

ARTICLE VIII

LEASING

Section 8.1. Declarant's Right to Lease or Sell Units. The Declarant shall retain title to each Unit not conveyed to any purchaser. The Declarant retains the right to enter into leases with any third parties for occupancy of any of the Units so retained by Declarant and not so conveyed to any purchaser, the terms and conditions of which leases shall be determined by the Declarant, in its sole discretion, or to lease back and sublease any Unit so conveyed.

Section 8.2. Unit Owner's Right to Lease. Except as set forth in Section 8.1 with respect to the rights of Declarant,

a Unit Owner may lease or sublease his Unit (but not less than his entire Unit) at any time and from time to time provided that:

(a) No Unit may be leased or subleased for transient or hotel purposes or for an initial term of less than six (6) months;

(b) A Unit Owner may not lease its Unit unless such Unit Owner has first occupied the Unit for a period of at least six (6) consecutive months;

(c) No Unit may be leased or subleased without a written lease or sublease that is in compliance with the requirements set forth in the Bylaws and the Rules and Regulations;

(d) A copy of such lease or sublease shall be furnished to the Board of Directors or the Secretary of the Association within seven (7) days after execution thereof;

(e) In addition to 8.2(a), (b), (c), and (d), no Unit may be leased or subleased unless all the requirements set forth in the Bylaws and the Rules and Regulations are complied with; and

(f) The right of any lessee or sublessee of the Unit shall be subject to, and each such lessee or sublessee shall be bound by, the covenants, conditions, and restrictions set forth in the Declaration, Bylaws and Rules and Regulations and a default thereunder shall constitute a default under the lease or sublease; provided, however, that the foregoing shall not impose any direct liability on any lessee or sublessee of a Unit to pay any Common Expense assessments or special assessments on behalf of the Unit Owner of that Unit.

ARTICLE IX

AMENDMENT TO DECLARATION

Section 9.1. Amendment. Except as otherwise set forth in this Declaration or except as necessary to reflect an exercise or termination of the Declarant's right to expand the Condominium as set forth in Article V (in which event the Declaration may be amended solely by the Declarant without the consent of any other party), this Declaration may be amended by the agreement of Unit Owners of Units to which at least sixty-six and two-thirds percent (66 2/3%) of the votes in the Association appertain and in the manner provided by Section 703.09(2) of the Act. No such amendment shall be effective until recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. Anything herein to the contrary notwithstanding, and subject to any limitations imposed by the Act, and except as required to comply

with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or any other governmental or quasi-governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit:

(i) so long as Declarant is the only Unit Owner, the Declarant may amend this Declaration without the consent or approval of any party;

(ii) so long as Declarant owns one or more Units, or the Additional Property, or any part thereof, no amendment to this Declaration shall be adopted that could unreasonably interfere with the sale, lease or other disposition of such Units(s) or that could abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved to Declarant hereunder or which would impose any discriminatory charge or fee against Declarant;

(iii) no amendment to this Declaration shall be adopted that would abridge, modify, eliminate or otherwise affect any right, power, easement, privilege or benefit reserved by the provisions of this Declaration to Eligible Mortgagees; and

(iv) so long as the Declarant owns one or more Units or the Additional Property, or any part thereof, no amendment to this Section 9.1 shall be adopted without Declarant's written consent thereto; and

(v) notwithstanding the above, if Declarant determines that a typographical error, misnomer, inadvertent omissions or any other error has been made in this Declaration, Declarant, without further authority, shall have the right to correct any such error by an instrument amending the Declaration and recorded with the office of the Register of Deeds for Milwaukee County, Wisconsin.

Any amendment to this Declaration may be executed (A) if on behalf of the Declarant pursuant to Declarant's rights hereunder, by any authorized officer of the Declarant, and (B) if on behalf of the Association pursuant to the requirements regarding execution set forth in Bylaws.

Section 9.2. Amendments to the Condominium Documents. The Condominium Documents may be amended only in accordance with the Act and the Condominium Documents. Notwithstanding any other provisions of this Declaration to the contrary, if any amendment is necessary in the judgment of the Board of Directors to cure any ambiguity or to correct or supplement any provisions of the Condominium Documents that are defective, missing or inconsistent with any other provisions thereof, or if such amendment is necessary to conform to the requirements of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation,

the Federal Housing Administration, the Veterans Administration or other secondary mortgage market lenders, guarantors, or insurers with respect to condominium projects, then at any time and from time to time the Board of Directors may effect an appropriate corrective amendment without the approval of the Unit Owners or the holder of any liens on all or any part of the Property, upon receipt by the Board of Directors of an opinion from independent legal counsel to the effect that the proposed amendment is permitted by the terms of this Section 9.2. Each amendment of the type described in this Section 9.2 shall be effective upon the recording of an appropriate instrument setting forth the amendment and its due adoption, which instrument has been executed and acknowledged by one or more officers of the Board of Directors.

ARTICLE X

MORTGAGES

Section 10.1. Requirements.

(a) Any Eligible Mortgage or other lien on a Unit and the obligations secured thereby shall be deemed to provide, generally, that the Eligible Mortgage or other lien instrument and the rights and obligations of the parties thereto shall be subject to the terms and conditions of the Act and this Declaration and shall be deemed to provide specifically, but without limitation, that the Eligible Mortgagee or lien holder shall have no right (i) to participate in the adjustment of losses with insurers or in the decision as to whether or not or how to repair or restore damage to or destruction of the Property, or (ii) to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event and to the extent either of a distribution of such proceeds to Unit Owners pursuant to Section 703.18 of the Act or a distribution of insurance proceeds in excess of the cost of repair or restoration being received by the owner of the Unit encumbered by such Eligible Mortgage; or (iii) to accelerate the mortgage debt or to have any other remedies by virtue of waste or alleged waste or other conditions occurring anywhere on the Property other than within the affected Unit, and the obligation secured shall be prepayable, without penalty, upon the happening of any termination of the Condominium or determination not to restore or replace the affected Unit.

(b) Nothing contained in Section 10.1(a) hereinabove or elsewhere in this Declaration shall give a Unit Owner, or any other party, priority over any rights of the Eligible Mortgagee or other lien holder of a Unit pursuant to its Eligible Mortgage or other lien instrument in case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for loss to or a taking of one or more Units and/or Common Elements.

(c) No Unit Owner or purchaser of a Unit shall deliver any mortgage or other lien instrument secured by a Unit, or any obligation to be secured thereby, unless it has first notified the Board of Directors of the name and address of the proposed Eligible Mortgagee or lien holder, the amount of the debt proposed to be so secured, and has submitted to the Board of Directors a copy of the form of the proposed Eligible Mortgage and note or other instrument of obligation. Failure to provide such notice to the Board of Directors shall not affect the validity, enforceability or priority of any such mortgage or lien instrument.

Section 10.2. Eligible Mortgagees.

(a) When an Eligible Mortgage is delivered to the Eligible Mortgagee or other lien holder, the Unit Owner shall simultaneously provide executed or conformed copies to the Board of Directors. Upon receipt of such copy of an Eligible Mortgage, the Secretary of the Board of Directors shall instruct the insurer of the Property to add the name of the Eligible Mortgagee or other lien holder to the mortgagee loss payable provision of the hazard insurance policy covering the Property and to provide such Eligible Mortgagee or other lien holder with a Certificate of Insurance showing that the Eligible Mortgagee's or other lien holder's name has been so added.

(b) The Secretary shall maintain a register of Eligible Mortgages, showing the names and addresses of the Eligible Mortgagees or other lien holders, the amount secured by each Eligible Mortgage, and whether it is a first mortgage or deed of trust.

Section 10.3. Rights of Eligible Mortgagees.

(a) Upon the specific written request (in the form set forth in Section 10.3(b) hereof) of a holder of an Eligible Mortgage on a Unit or its servicer or any insurer or guarantor thereof to the Board of Directors, such person or entity shall be entitled to receive some or all of the following as designated in the request and by virtue of such request shall be deemed to be an "Eligible Mortgagee" entitled to the rights of an Eligible Mortgagee pursuant to the Condominium Documents:

(i) Copies of budgets, notice of assessment, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit Owner of the Unit covered by the Eligible Mortgage;

(ii) Any audited or unaudited financial statements of the Board of Directors which are prepared for the Board of Directors and distributed to the Unit Owner and the holder of any Eligible Mortgage on a Unit shall be entitled to have an audited

statement prepared at its own expense if one is not otherwise available;

(iii) Copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(iv) Notice of substantial damage to or destruction of any Unit subject to the Eligible Mortgage (in excess of $5,000) or any part of the Common Elements (in excess of $20,000);

(v) Notice of the commencement of any condemnation or eminent domain proceedings with respect to any part of the Property;

(vi) Notice of any default under this Declaration or the Bylaws of the owner of the Unit which is subject to the Eligible Mortgage, where such default is not cured by the Unit Owner within thirty (30) days after the giving of notice by the Association to the Unit Owner of the existence of the default;

(vii) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(viii) Notice of any decision by the Board of Directors to terminate any professional management of the Property and assume self-management of the Property;

(ix) Notice of any condemnation or casualty loss that affects either a material part of the Condominium or the Unit securing the Eligible Mortgagee's mortgage;

(x) Notice of any sixty (60) day delinquency in the payment of assessments or charges owed by a Unit Owner of a Unit which is subject to the Eligible Mortgage; and

(xi) Notice of any proposed action which would require the consent of a specified percentage of certain mortgagees as set forth in Section 10.4. below.

(b) The request of an Eligible Mortgagee or its servicer shall specify which of the above items it desires to receive, shall request all rights under the Condominium Documents, shall indicate the address to which any notices or documents shall be sent by the Board of Directors and shall set forth the unit number or address of the Unit on which it has or insures or guarantees an Eligible Mortgage. The Board of Directors need not inquire into the validity of any request made hereunder by an Eligible Mortgagee. The Board of Directors may refuse to honor any request where, after reasonable inquiry, it shall determine that the person making such request is not

entitled to the material so requested and may establish reasonable rules to implement this Section 10.3(b).

(c) Failure to comply with the requirements set forth above shall in no way invalidate the otherwise proper actions of the Association and the Board of Directors.

(d) Any Eligible Mortgagee shall have the right, exercisable upon written request to the Board of Directors, to examine the books and records of the Association at any reasonable time.

Section 10.4. Approval of Mortgagees.

(a) Approval of Mortgagees. Subject to the provisions of paragraphs (b), (c) and (d) of this Section, except as provided by law in the case of dissolution, condemnation or substantial loss to Units and/or the Common Elements, unless at least sixty-six and two-thirds percent (66-2/3%) of the Unit Owners other than the Declarant have given their prior written consent (a Unit Owner's consent is not effective unless such consent is approved by the holder of the recorded mortgage encumbering the Unit, if any), the Association and Board of Directors shall not be entitled to:

(i) By act or omission, seek to abandon or terminate the Condominium regime;

(ii) Change the pro rata interest or obligations of any Unit for the purpose of (1) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (2) determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) Partition or subdivide any Unit;

(iv) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or other public purposes or the dedication of private streets consistent with the intended use of the Common Elements shall not be deemed a transfer within the meaning of this clause); or

(v) Use hazard insurance proceeds for losses to any property of the Condominium (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such property.

Notwithstanding anything to the contrary contained in the foregoing, in accordance with Section 703.28 of the Act, no portion of the Property may be removed from the provisions of the Act unless said removal is consented to by one hundred percent

(100%) of the Unit Owners and one hundred percent (100%) of the holders of liens affecting any of the Units.

(b) Federal National Mortgage Association Compliance. Subject to the provisions of paragraphs (a), (c) and (d) of this Section, unless at least fifty one percent (51%) of Eligible Mortgagees have given their prior written consent, no amendment to this Declaration, the Bylaws or the Rules and Regulations shall be adopted that would affect any provision thereof relating to any of the following matters:

(i) Voting rights;

(ii) Assessments, liens for assessments or subordination of assessment liens;

(iii) Reserves for maintenance, repair and replacement of Common Elements;

(iv) Responsibility for maintenance and repair of the Units and the Common Elements;

(v) The reallocation of Percentage Interests or the reallocation, in any material way, of Limited Common Elements or rights related to the use of the Common Elements;

(vi) The boundaries of any Unit;

(vii) The convertibility of any Unit into Common Elements or of any Common Elements into a Unit;

(viii) Any expansion or contraction of the Condominium, or any addition, annexation or withdrawal of any property to or from the Condominium;

(ix) Insurance or fidelity bonds;

(x) Leasing of Units;

(xi) The imposition of any restrictions on the right of any Unit Owner to sell or transfer his or her Unit;

(xii) A decision by the Association to establish self-management when professional management had been required previously by an Eligible Mortgagee;

(xiii) The restoration or repair of all or any part of the Condominium (after a hazard damage or partial condemnation) in a manner other than the manner set forth in the Condominium Documents;

(xiv) Any action to terminate the Condominium regime after an occurrence of substantial destruction or condemnation of the Condominium; or

(xv) Any provision of this Declaration, the Bylaws or Rules and Regulations which expressly benefit Eligible Mortgagees.

In addition to and not in limitation of the foregoing, the Condominium regime shall not be terminated for any reason other than an occurrence of substantial destruction or condemnation of the Condominium, and no action in furtherance of such termination shall be taken or considered by Unit Owners, unless at least one hundred percent (100%) of Eligible Mortgagees have given their prior written consent.

(c) Implied Approval. The approval of an Eligible Mortgagee to any of the foregoing amendments, modifications, or revisions may be assumed when any Eligible Mortgagee fails to submit a response to any written proposal for any such amendment, modification or revision within thirty (30) days after proper notice has been delivered to the Eligible Mortgagee, by certified or registered mail, return receipt requested.

(d) Application and Effect. The provisions of this Article X shall supersede any inconsistent provision or provisions of this Declaration, the Bylaws or the Rules and Regulations; provided, however, that said provisions shall not be deemed to limit or expand and shall not supersede the following:

(i) The amendment provisions of Article IX of this Declaration and of Section 1 of Article XIII of the Bylaws;

(ii) The right granted to the Declarant in this Declaration to subdivide or relocate the boundaries of Units and to designate Reserved General Common Elements;

(iii) The rights of any Unit Owner and his or her mortgagee with respect to matters particularly affecting such Unit Owner's Unit and/or Eligible Mortgage, including, without limitation, as set forth in Section 11.1 hereof; and/or

(iv) The exercise or termination of the right of the Declarant to expand the Condominium pursuant to Article V of this Declaration, which exercise or termination shall not require the consent of any Unit Owner or Eligible Mortgagee.

ARTICLE XI

NEIGHBORHOODS

Section 11.1. Neighborhoods. The Board of Directors for the Declarant may designate distinct geographical areas within the Condominium as Neighborhoods and, if such a designation is made, the Board of Directors shall recognize Neighborhood Committees and their elective representatives as provided in the Bylaws.

ARTICLE XII

BOUNDARY RELOCATION; PARTITION

Section 12.1. Relocation of Unit Boundaries and Subdivision of Units. Subject to the provisions of Section 10.4(d)(iii) of this Declaration, any Unit may be subdivided, combined or the boundaries thereof relocated if such action shall have been approved in writing by all affected Unit Owners, all Eligible Mortgagees of the Units involved and the Board of Directors. The foregoing consents, including those required pursuant to Section 10.4, shall not be required with respect to Unit subdivisions or boundary relocations made by the Declarant. An amendment to this Declaration to effect any Unit subdivision, combination or boundary relocation shall be recorded by the Secretary of the Association.

Section 12.2. No Revocation or Partition. Except as otherwise set forth herein, the Common Elements shall remain undivided and no Unit Owner or any other person shall bring or have the right to bring any action for partition or division thereof, nor shall the Common Elements be abandoned by act or omission, unless the Condominium regime is waived and terminated by agreement of Unit Owners owning Units to which appertain at least one hundred percent (100%) of all the votes in the Condominium, except as provided herein in the event of casualty or condemnation.

ARTICLE XIII

DESIGN REVIEW CONTROL COMMITTEE

Section 13.1. Design Review Committee. The Design Review Committee shall be composed of three (3) Unit Owners or representatives of Declarant appointed by the Board, one of whom shall be a member of the Board or in the event the Board elects not to appoint a separate Design Review Committee, the term "Design Review Committee" shall refer to the Board; provided, however, that until such time as seventy-five percent (75%) of the aggregate of (a) all Units submitted to the Condominium and (b) all Units which Declarant has the right and option to add to

the Condominium pursuant to Article V hereof have been conveyed to parties other than the Declarant, the Design Review Committee shall be the Declarant.

Section 13.2. Construction/Modification of Units, Common Elements and Improvements on the Property. No Unit Owner shall make any addition, alteration, or improvement including, without limitation, repainting or revarnishing or changing the appearance of the Common Elements or the exterior appearance of any Unit (including, without limitation, doors, windows, flagpoles, birdfeeders, mailboxes, and/or landscaping) until a written request setting forth the details of the addition, alteration, improvement or change shall have been submitted to and approved in writing as to harmony of external design, soundness and visual aesthetics by the Design Review Committee, which approval may be approved or denied in the Design Review Committee's sole discretion. The Design Review Committee may not approve any addition, alteration, improvement or change unless such addition, alteration, improvement or change complies with the Act, this Declaration, the Bylaws and the then current Rules and Regulations.

Section 13.3. Guidelines. The Design Review Committee may, subject to the approval of the Board, develop and promulgate policy guidelines for the application of the architectural control provisions set forth herein. The policy guidelines may include review procedures, aspects and objectives of review, and principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the Property. The policy guidelines are intended to assist the Design Review Committee and the Unit Owners in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the Unit Owners and subject to the approval of the Board.

Section 13.4. Submittal Requirements. Unit Owners requesting approval pursuant to this Section may be required to submit such supplemental information, including plans and specifications, containing such additional detail as the Design Review Committee may reasonably request.

Section 13.5. Procedure. Within thirty (30) days after the receipt by the Design Review Committee of all of the information requested from a Unit Owner in connection with any proposed addition, alteration or improvement, the Design Review Committee shall, in writing to such Unit Owner, approve, with specified conditions, or refuse the Unit Owner's request with respect to any such addition, alteration or improvement.

Section 13.6. Appeal. Any action, ruling or decision of the Design Review Committee may be appealed to the Board by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

Section 13.7. Violations. The Board shall have the power to impose reasonable fines and to issue a cease and desist request to any Unit Owner, his/her guests, invitees, or lessees whose actions are inconsistent with the provisions of this Section.

Section 13.8. Failure to Act. In the event the Design Review Committee fails to approve or disapprove such plans and specifications within forty-five (45) days after said plans and specifications have been submitted to it, such plans and specifications shall be deemed to have been approved by the Design Review Committee. In the event that plans and specifications are not submitted to or approved by the Design Review Committee, or the actual design, construction or location of any improvement shall be materially at variance with approved plans and specifications, the Association may, until one year (but not thereafter) after the completion of construction, commence a suit to require the removal or alteration of such improvement.

Section 13.9. Authority to Act. The Design Review Committee may appoint in writing a member of such committee who shall have authority to approve the construction of improvements as set forth in this Article XII.

Section 13.10. Declarant Excluded. Notwithstanding anything to the contrary contained herein, this Article XII shall not apply to the Declarant and the Declarant may make or construct any improvement, addition or alteration without obtaining the approval of the Board or the Design Review Committee, or otherwise complying with this Article XII.

ARTICLE XIV

CONDOMINIUM DOCUMENTS: SCOPE

Section 14.1. Scope of Coverage. All present and future Unit Owners of Units, tenants of such Unit Owners and any other occupants of Units, employees of Unit Owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration (including the Plats and Building Plans), the Articles, and the Bylaws and Rules and Regulations of the Association, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit shall

constitute an acceptance by such Unit Owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as by the provisions of the Act.

ARTICLE XV

DAMAGE OR DESTRUCTION; EMINENT DOMAIN

Section 15.1. Damage or Destruction. In the event the Condominium is destroyed or damaged to such an extent that the insurance proceeds, if any, constitute less than one hundred percent (100%) of the cost of completing repair or reconstruction, action by the Association by vote of seventy-five percent (75%) or more of all Unit Owners taken within One Hundred Twenty (120) days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in Section 1, Article IX of the Bylaws. Damage or destruction for which insurance proceeds are equal to or greater than one hundred (100%) of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the Bylaws.

Section 15.2. Eminent Domain. Whenever all or part of the Common Elements shall be taken, injured or destroyed by eminent domain, each Unit Owner appoints the Association as attorney-in-fact for this purpose. Each Unit Owner shall be entitled to notice thereof, but in any proceedings for the determination of damages, such damages shall be determined for such taking, injury or destruction as a whole and not for each Unit Owner's interest therein.

Section 15.3. Negotiations. In the event all or part of the Common Elements are destroyed or damaged or are taken, injured or destroyed by eminent domain, the Association shall represent the Unit Owners in negotiations, settlements and agreements with the condemning authority and/or the insurance company. Each Unit Owner appoints the Association as attorney-in-fact for this purposes. Any insurance proceeds, or any award or proceeds of settlement shall be payable to the Association for the use and benefit of the Unit Owners and their mortgagees as their interests may appear and in accordance with the terms of the Bylaws.

ARTICLE XVI

INSURANCE

Section 16. Insurance. The Board of Directors shall obtain and maintain insurance as provided in the Bylaws.

ARTICLE XVII

DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 17. Disclaimer. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association (collectively the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property including, without limitation, residents and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or insures the compliance with the laws of the United States, State of Wisconsin, Milwaukee County and/or any other jurisdiction or the prevention of tortious activities; and

(c) The provisions of the Association documents setting forth the uses of assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s) even if assessment funds are chosen to be used for any such reason.

Each Unit Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in lien upon, or making a use of, any portion of the Property (by virtue of accepting such interest or lien or making such use) shall be bound by this article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter

for which the liability of the Association has been disclaimed in this article.

ARTICLE XVIII

ADDITIONAL PROVISIONS

Section 18.1. Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration, the Bylaws, or the Rules and Regulations, shall be construed to grant to any Unit Owner, or to any other party, any priority over any rights of holders of first mortgages or deeds of trust pursuant to their first mortgages or deeds of trust in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements or any portions thereof.

Section 18.2. Waiver. No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

Section 18.3. Severability. The invalidity or unenforceability of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid or unenforceable provision had never been included herein. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

Section 18.4. No Obligations. Nothing contained in the Condominium Documents shall be deemed to impose upon the Declarant or its successors or assigns any obligations of any nature to build, renovate or provide any improvements except to the extent required by the Act.

Section 18.5. Registered Agent. The registered agent for service of process shall be Affiliated Capital Corporation, 9941 North River Road, Mequon, Wisconsin 53092, Attention: Fred H. Loeb. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Milwaukee County, Wisconsin, and with the Secretary of State of the State of Wisconsin.

Section 18.6. Mergers. Upon a merger or consolidation of the Association with another corporation as provided in its Articles and Bylaws, its properties, rights and obligations may,

by operation of law, be transferred to another surviving or consolidated association or corporation, or, alternatively, the properties, rights and obligations of another corporation may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Property except as herein above provided.

Section 18.7. Conveyance of Additional Common Elements. Declarant may convey additional real estate, improved or unimproved, located within the boundaries of the Property or the Additional Property which upon conveyance or dedication to the Unit Owners shall be accepted by the Unit Owners and thereafter shall be maintained by the Association at its expense for the benefits of all of the Unit Owners.

Section 18.8. Bylaws. A copy of the initial Bylaws of Hidden Oaks of Greenfield, a Condominium is attached hereto as EXHIBIT D and made a part hereof. A copy of the current Bylaws may be obtained from the Association.

Section 18.9. Use of Facilities of Others. The Board of Directors shall have the right, upon the approval of Unit Owners owning Units to which a majority of the votes in the Association appertain, to enter into agreements, including without limitation, easements agreements, granting the Unit Owners the right to use the recreational facilities or other facilities, including, without limitation, privately owned utilities, of other associations or land owners on reasonable

terms and conditions, including, without limitation, payment of a fee in connection therewith.

Section 18.10. Master Associations. Notwithstanding any provisions in this Declaration, if it is deemed advisable to do so, the Declaration may be amended from time to time so as to delegate any of the powers described in s. 703.15(3) of the Act, as the same may be amended or renumbered from time to time, the Declaration or the Bylaws to a master association.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be duly executed on this 20 day of March, 1997.

DECLARANT:

OLD TUCKAWAY ASSOCIATES LIMITED PARTNERSHIP, a Wisconsin Limited Partnership

By: Affiliated Capital Corporation, its general partner

By: _____
Fred H. Loeb
President

STATE OF WISCONSIN)
)SS
COUNTY OF _____)

Personally came before me this ____ day of _____, 1997, Fred H. Loeb, President of Affiliated Capital Corporation, the general partner of OLD TUCKAWAY ASSOCIATES LIMITED PARTNERSHIP, a Wisconsin limited partnership, to me known to be the general partner who executed the foregoing on behalf of said limited partnership and acknowledge same.

_____
Name: _____
Notary Public, State of Wisconsin, County of Ozaukee
My Commission: July 1997

This document was drafted by and should be returned to William A. Wigchers, c/o Foley & Lardner, Suite 3600, 777 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

BYLAWS

OF

HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC.

Revised 2014

Bylaws of Hidden Oaks of Greenfield
Condominium Association, Inc.

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BYLAWS
OF
HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
Plan of Unit Ownership

Section 1. **Applicability of Bylaws**. The provisions of these Bylaws are applicable to (a) the use and occupancy of that portion of certain land, buildings and improvements located in the City of Greenfield, Milwaukee County, State of Wisconsin, which has been submitted to the provisions of the Condominium Ownership Act of the State of Wisconsin (the "Act") (Wis. Stat. Ch. 703, as amended) by a Declaration of Hidden Oaks of Greenfield Condominium (the "Declaration") recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, and (b) the structure and operation of the Unit Owners' Association of the Condominium.

Section 2. **Definitions**. Except as otherwise set forth herein capitalized terms used herein without definition shall have the meanings specified for such terms in the Declaration or, if not defined therein, the meanings specified for such terms in the Act. In the event the Condominium is expanded pursuant to the provision of the Declaration, the provisions of these Bylaws shall be applicable to the Condominium, as expanded, and the terms "Condominium", "units", "Unit Owners", "Property" and all other terms which refer to the Condominium shall mean and refer to the Condominium, as expanded.

Section 3. **Office**. The office of the Condominium, the Unit Owners' Association, and the Board of Directors shall be designated by the Board of Directors.

Section 4. **The Unit Owners' Association**. Hidden Oaks of Greenfield Condominium Association, Inc. (the "Unit Owners' Association") is a nonstock, nonprofit corporation formed under Chapter 181 of the Wisconsin Statues and whose members consist of all the Unit Owners in the Condominium. Each Unit Owner in the Condominium has the same Percentage Interest in the Unit Owners' Association as such Unit Owner's respective undivided interest in the Common Elements set forth in the Declaration.

ARTICLE II
Unit Owners' Association

Section 1. **Composition**. All Unit Owners in the Condominium, acting as a group in accordance with the Act, the Declaration and these bylaws, shall constitute the Unit Owners' Association.

Section 2. **Annual Meetings**.

(a) Unless otherwise determined by the Board of Directors, annual meetings of the Unit Owners' Association shall be held during the same week of the same month

of each succeeding year. Subject to the provisions of Section 1 of Article III of these Bylaws, at all annual meetings of the Unit Owners' Association, members of the Board of Directors shall be elected and such other business as properly may come before a meeting may be transacted.

(b) As used in these Bylaws, unless the context otherwise requires, the term "conveyance" means conveyance of fee simple title by deed or conveyance of equitable ownership by land contract, and the term "maximum aggregate Percentage Interests" means the aggregate Percentage Interest in the Condominium as if fully expanded pursuant to the Declaration.

Section 3. Place of Meetings. Meetings of the Unit Owners' Association shall be held at such other suitable place convenient to Unit Owners as from time to time may be designated by the Board of Directors.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit Owners' Association upon a petition signed and presented to the Secretary by not less than six (6) Unit Owners. No business shall be transacted at a special meeting except as stated in the notice of such meeting given in accordance with the provisions of Section 5 of this Article.

Section 5. Notice of Meetings. At least twenty-one (21) days but no more than fifty (50) days in advance of each annual meeting of the Unit Owners' Association, and at least ten (10) days but no more than thirty (30) days in advance of each special meeting of the Unit Owners' Association, the Secretary shall cause to be sent to each Unit Owner of record notice of the time, place and purpose or purposes of such meeting. Such notice shall be sent by United States mail, first class postage prepaid, to each Unit Owner of record, at the address of such Owner's Unit or at such other address as such Owner may have designated in writing to the Secretary. Transfer of membership in the Association shall be established by the recording in the Office of the Register of Deeds for Milwaukee County of a deed or other instrument establishing a change of record title to a Unit or the recording in said office of a land contract. A certified copy of such instrument or land contract shall be delivered to the Association by the transferee or vendee. The transferee designated by such instrument or the vendee shall thereby become a member of the Association, and the membership of the prior owner or vendor shall thereby be terminated. Until such delivery the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of Unit Owners. The Unit Owners' Association shall maintain a current roster of names and addresses of every Unit Owner to whom notice of meetings of the Association must be sent. Every Unit Owner shall furnish the Unit Owners' Association with his or her name and current mailing address. No Unit Owner may vote at meetings of the Unit Owners' Association until this information is furnished. The mailing of a notice of a meeting in the manner provided in this Section shall be deemed service of notice. In lieu of mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to be personally delivered, provided that the Secretary shall certify in writing that such notice was delivered to the person of the Unit Owner.

Section 6. **Majority of the Unit Owners**. Except as otherwise provided by law, as used in these Bylaws, the term "majority of the votes of Unit Owners" or words of like import shall mean the vote of Unit Owners' holding more than fifty percent (50%) of the votes of Unit Owners present, in person or by proxy, at a meeting of the Unit Owners' Association at which a quorum is present.

Section 7. **Quorum**. Except as otherwise provided in these Bylaws or as required by law, the presence, in person or by proxy, of Owners of thirty-five percent (35%) in number of the Units in the Condominium shall constitute a quorum at and throughout all meetings of the Unit Owners' Association.

Section 8. **Adjournment of Meetings without Quorum due to Lack of Quorum**. If any meetings of the Unit Owners' Association cannot be held because a quorum is not represented, Unit Owners holding a majority of the votes present at such meeting, either in person or by proxy, may adjourn the meeting, without further notice, to a time not less than forty-eight (48) hours from the time the original meeting was called and at such subsequent meeting the presence in person or by proxy of Unit Owners of thirty percent (30%) in number of the Units of the Condominium shall constitute a quorum.

Section 9. **Action Without Meeting**. Any action by Unit Owners required or permitted to be taken at a meeting may be taken without a meeting if all of the Unit Owners shall consent in writing to such action. Any such unanimous written consent shall be filed with the minutes of the proceedings of the meetings of the Unit Owners' Association.

Section 10. **Presiding Officer**. The President or, in his or her absence, the Vice President, shall preside at all meetings of the Unit Owner's Association. In the absence of the President and Vice President from any meeting of the Association, any person designated by the Board of Directors shall preside over such meeting.

Section 11. **Conduct of Meetings**. The minutes of all meetings shall be held in a Minute Book maintained for the Unit Owners' Association by the Secretary. The then current Robert's Rules of Order or any other rules of procedure acceptable to a majority of the votes of Unit Owners shall govern the conduct of all meetings of the Unit Owners' Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding officer of the meeting.

Section 12. **Inspectors of Election.** One or more Inspector(s) of Election shall be appointed by the Board of Directors prior to the time of any meeting of the Association at which Directors shall be elected.

Section 13. **Voting.**

(a) Each Unit shall be entitled to one (1) vote at all meetings of the Unit Owners' Association. Since a Unit Owner may be more than one person, the person who

shall be entitled to cast the vote of such Unit shall be the natural person named in a certificate executed by all of the co-owners of such Unit and filed with the Secretary or, in the absence of such named person from the meeting (or the failure to name such a person), the person who shall be entitled to cast the vote of such Unit shall be the co-owner who is present at such meeting, if only one such co-owner is present. If more than one co-owner is present and no certificate has been filed with the Secretary (or, if the person named in the certificate for such Unit is not present), the vote appertaining to such Unit shall be cast in accordance with the agreement of a majority in interest of the co-owners of such unit who are present, and the consent of such co-owners shall be conclusively presumed if any one of them purports to cast the vote appertaining to such Unit without protest being made by another co-owner to the presiding officer of the meeting. If protest is made, such Unit shall be counted solely for the purpose of determining whether a quorum is present. The word "person" or "co-owner" shall be deemed to include any natural person having authority to execute deeds on behalf of any entity which is, either alone or in conjunction with another person or persons, a Unit Owner.

(b) No Unit Owner may vote at any meeting of the Unit Owners' Association if the Unit Owners' Association has recorded a statement of condominium lien pursuant to Sections 703.10(4) and 703.165 of the Act on the Unit Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 14. Proxies. The vote appertaining to any Unit may be cast pursuant to a proxy duly executed by or on behalf of the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of all such persons. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner, or, in cases where the Unit Owner is more than one person, by or on behalf of the majority in interest of the co-owners. A proxy of a Unit Owner shall be void if it is not dated, if it purports to be revocable without notice, if the signatures of those executing the same have not been witnessed by a person who shall sign his or her full name and address, or if not signed by a person having authority to execute deeds on behalf of any Unit Owner or co-owner who is not a natural person. All proxies must be filed with the Secretary before the appointed time of the meeting for which they are given. Any proxy shall terminate automatically upon the adjournment of the first meeting of the Association held after the date thereof. In any event, except with respect to proxies in favor of an Eligible Mortgagee, no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 15. Association Action. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Unit Owners' Association shall be made by a majority of the votes of Unit Owners present, in person or by proxy, at a meeting of the Unit Owners' Association at which a quorum is present.

Section 16. Waiver of Notice. Any Unit Owner may at any time waive notice of any meeting of Unit Owners in writing and such waiver shall be deemed equivalent to the

giving of such notice. Attendance of any Unit Owner at any meeting of the Unit Owners' Association shall constitute a waiver of notice by such Owner.

ARTICLE III
Board of Directors

Section 1. Number. The affairs of the Condominium shall be governed by a Board of Directors of six (6) members. At least one (1) member shall be a Linear Unit Owner, and at least one (1) member shall be a Side-by-Side Unit Owner. Remaining members may be owners of either type of unit. Informational Note: One Unit Owner per vote per available position.

Section 2. Election. Directors elected by Unit Owners shall be elected by plurality vote. Each Unit shall be entitled to cast its vote for as many persons as there are Directors to be elected and for whose election the Owners of such Unit shall be entitled to vote. Votes shall not be cumulated.

Section 3. Term of Office. All persons elected as members of the Board of Directors at the annual meeting of the Unit Owners' Association shall be elected for a term of two (2) years. All members of the Board of Directors shall hold office until their respective successors shall have been elected and shall have qualified.

Section 4. Qualifications. All members of the Board of Directors shall be Unit Owners, or partners, officers, directors, trustees, agents or employees of Unit Owners who are not natural persons. No Unit Owner may be elected to or may serve on the Board of Directors if a lien in favor of the Unit Owner's Association pursuant to Section 8 of Article V of these Bylaws and Section 703.165 of the Act has been perfected against such Unit Owner's Unit, and the amount necessary to release such lien has not been paid at the time of such election or during such incumbency.

Section 5. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary for the administration of the affairs of the Condominium and may do all acts and things as are by the Act, the Declaration or these Bylaws directed to be done by the Unit Owners' Association. In addition to the duties imposed on the Board of Directors by these Bylaws or by any resolution of the Unit Owners' Association, the Board of Directors shall have the power to, and shall be responsible for, the following:

(a) Adopting an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.

(b) Levying assessments against Unit Owners to defray the Common Expenses, establishing the means and methods of collecting such assessments from the Unit Owners, and establishing the period of the installment payment of such assessments.

(c) Providing for the operation, care, upkeep, replacement and maintenance of all of the Common Elements. The Board of Directors expressly is authorized to enter into cooperative, cost sharing agreements with the owners of adjacent property and/or other neighboring condominiums, if in the judgment of the Board of Directors such arrangements will reduce Condominium costs without adversely affecting the scope, level and quality of services necessary for the proper care, upkeep and operation of the Condominium.

(d) Designating, hiring and dismissing the personnel necessary for the maintenance, operation, repair and replacement of the Common Elements, and providing services for the Condominium, and, where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies and materials to be used by such personnel in the performance of their duties, which equipment, supplies and materials shall be the property of the Condominium.

(e) Collecting from Unit Owners assessments against Units and depositing the proceeds thereof in a bank depository(ies) which it shall approve.

(f) Making and amending Rules and Regulations respecting the use and enjoyment of the Condominium in accordance with the provisions of these Bylaws.

(g) Opening bank accounts on behalf of the Condominium and designating the signatories required therefor.

(h) Making, or contracting for the making of, repairs, additions and improvements to, or alterations or restorations of the Condominium in accordance with the provisions of these Bylaws, the Declaration and the Act.

(i) Enforcing by legal means the provisions of the Declaration, these Bylaws and the Rules and Regulations, and bringing or defending against any proceedings which may be instituted on behalf of or against the Unit Owners' Association.

(j) Obtaining and carrying insurance as provided in these Bylaws, paying the premium cost thereof and adjusting and settling claims thereunder.

(k) Paying the cost of all services rendered to the Condominium and not billed to Unit Owners of individual units.

(l) Keeping books and accounts in accordance with the provisions of these Bylaws.

(m) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements; provided, however, that at no time shall there be borrowed or owed in excess of the greater of (i) seventy five percent (75%) of the total annual operating budget for the Condominium or (ii) Ten Thousand Dollars ($10,000) without the prior consent of at least sixty-six and two-thirds percent (66-2/3%) of the votes of Unit

Owners obtained at a meeting duly called and held for such purpose. The dollar limitation set forth above shall increase automatically each fiscal year, beginning in 1997, in proportion to increases in the Consumer Price Index for Urban Wage Earners and Clerical Workers (Unites States) (1982-84=100) and published in the "Monthly Labor Review" of the Labor Statistics of the United States Department of Labor or any successor index thereto selected by the Board of Directors, in its reasonable discretion.

(n) Exercising such rights, including the right to amend or modify such rights and complying with such obligations as the Unit Owners' Association may have as a member of any recreation or other association.

(o) In its sole discretion, from time to time to designate certain Common Elements as Reserved General Common Elements and impose such restrictions and conditions on the use thereof as the Board of Directors deems appropriate.

(p) Recognizing Neighborhood Committees and their elected representatives and, in its sole discretion from time to time, to designate Neighborhoods.

(q) Purchasing on behalf of all Unit Owners in the name of the Unit Owners' Association or such nominee as shall be designated by the Board of Directors any Unit whose Unit Owner has elected to sell or lease such Unit or any Unit which is to be sold at a foreclosure or other judicial sale; provided, however, that the Board of Directors may not take any such action without the prior consent of at least sixty-six and two-thirds percent (66-2/3%) of the votes of Unit Owners obtained at a meeting duly called and held for such purpose.

(r) Selling or leasing on behalf of all Unit Owners any Unit purchased by the Unit Owners' Association pursuant to subparagraph (q) above; provided, however, that the Board of Directors may not take any such action without complying with the Act and without the prior consent of at least sixty-six and two-thirds percent (66-2/3%) of the votes of Unit Owners obtained at a meeting duly called and held for such purpose and the proceeds therefrom after repayment of borrowed funds thereof and special assessments, if any, levied for such purposes shall be deposited in such funds as the Board of Directors may establish and disbursed by the Board of Directors in such manner as the Association shall determine.

(s) In its discretion, purchase and arrange for the installation of a cable television system to serve the entire Condominium as a Common Element.

(t) Consistent with the terms and provisions of the Condominium Documents, entering into agreements, including, without limitation, easement agreements for the use by the Unit Owners' Association and its members on reasonable terms and conditions of facilities, including, without limitation, roadway, recreational and utility facilities, not included as part of the Condominium.

(u) Making of repairs, additions and improvements to, or alterations of, the Common Elements and making of repairs to and restoration of the Property after a casualty or taking in accordance with the other provisions of these Bylaws.

(v) The power to do everything necessary, suitable or proper for the accomplishment of any of the purposes, the attainment of any of the objectives or the furtherance of any of the powers of the Unit Owners' Association either alone or in conjunction with the Unit Owners.

Section 6. Nominating Committee. At least thirty (30) days prior to any annual meeting, the Board of Directors shall appoint a Nominating Committee, consisting of three (3) to five (5) Unit Owners, the chairman of which committee shall be a member of the Board of Directors. The Nominating Committee shall prepare a slate of candidates for the open positions on the Board of Directors to be elected by the Unit Owners and shall submit this date to all Unit Owners with the notice for this above-referenced meeting.

Section 7. Managing Agent. The Board of Directors may employ for the Condominium a professional Managing Agent at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the Managing Agent all of the powers granted to the Board of Directors by these Bylaws other than the powers set forth in paragraphs (a), (b), (f), (g), (m), (n), (o), (p), (q), (r), (s), (t) and (v) of Section 5 of this Article. The Board of Directors may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the Managing Agent which might arise between meetings of the Board of Directors. If the Association elects to engage a Managing Agent, then the Unit Owners' Association and the Board of Directors shall not undertake "self-management" or fail to employ a professional Managing Agent thereafter without the consent of at least sixty-six and two-thirds percent (66-2/3%) of the Unit Owners and at least fifty-one percent (51%) of the Eligible Mortgagees. The Board of Directors may not employ a Managing Agent for a term in excess of one (1) year. Any contract with a Managing Agent must provide that it may be terminated for cause on no more than thirty (30) days' written notice. The Board of Directors shall require appropriate standards and credentials of performance of the Managing Agent, including, without limitation, the following:

(a) Cash accounts of the Condominium shall not be commingled with any other accounts;

(b) No remuneration or other benefit shall be accepted by the Managing Agent from vendors, independent contractors or others providing goods or services to the Condominium, and any discount or other benefit received shall be received for and on behalf of the Condominium;

(c) Any financial or other interest which the Managing Agent may have in any firm providing goods or services to the Condominium promptly shall be disclosed to the Board of Directors; and

(d) The Managing Agent shall prepare a monthly financial report for the Condominium containing the following: (i) a "balance sheet" reflecting the financial condition of the Condominium on an unaudited basis; (ii) an "income and expense statement" reflecting the income and expense activity for the preceding installment payment period on a cash basis; or an "actual" versus "projected" budget format; and (iii) an "account activity statement" reflecting all receipt and disbursement activity for the preceding installment payment period on a cash basis, and (iv) a "delinquency report" indicating all Unit Owners who are delinquent in paying assessments and describing any actions taken to collect such assessments.

(e) Any management agent employed by the Board of Directors or Unit Owners' Association shall have become credentialed as an accredited management organization.

Section 8. Removal of Members of the Board of Directors. Any member of the Board of Directors elected by Unit Owners may be removed, with or without cause, by a majority of the votes of Unit Owners at any regular meeting or any special meeting duly called and held for regular meeting or any special meeting duly called and held for such purpose, and a successor may then and there be elected to fill the vacancy thus created for the remainder of the term of the member so removed. Any Director whose removal has been proposed by the Unit Owners shall be given at least ten (10) days' notice of the calling of the meeting and the purpose thereof, and shall be given an opportunity to be heard at the meeting.

Section 9. Resignations of Members of the Board of Directors. A member of the Board of Directors may resign at any time. Any Director who is a Unit Owner shall be deemed to have resigned upon divestiture of title in fee or by lease for a term or terms of six (6) months or more of the Unit owned by such Director (or such Director's corporation, partnership, trust, principal or employer, if the Unit Owner is not a natural person), unless such Director (or such Director's corporation, partnership, trust, principal or employer) acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture. A director shall also be deemed to have resigned if not in attendance at three (3) consecutive regular meetings of the Board of Directors, unless the minutes reflect the consent of a majority of the Board to such absence.

Section 10. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Unit Owners' Association shall be filled by the sole remaining Director or by a vote of a majority of the remaining Directors (whether or not such remaining Directors constitute a quorum) at a special meeting of the

Board of Directors held for such purpose promptly after the occurrence of any such vacancy, and each person so appointed shall be a member of the Board of Directors for the remainder of the original term of office to which such person shall be appointed.

Section 11. Organization Meeting. A special organization meeting of the Board of Directors shall be held within ten (10) days after each annual meeting of the Unit Owners' Association. No notice shall be necessary to the members of the Board of Directors in order legally to constitute such special meeting, provided a quorum shall be present thereat.

Section 12. Regular Meetings. Regular meetings of the Board of Directors shall be held at least once between annual meetings of the Unit Owners' Association, at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings of the Board of Directors shall be given to each Director by mail, telex, facsimile transmission or telegraph, telephone or personally at least ten (10) business days prior to the date named for such meeting. Any Unit Owner may attend a board meeting to address a subject of concern if prior timely notice has been given for placement on the meeting agenda. The Board shall set time limits on the presentation and determine the place of meeting.

Section 13. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) business days' notice to each Director given by mail, telex, facsimile transmission, or telegraph, telephone or personally, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

Section 14. Telephone Meetings. To the extent permitted by law, members of the Board of Directors may participate in any meeting of the Board of Directors by means of a conference telephone or other communication equipment if all persons participating in such meeting can hear each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 15. Waiver of Notice. Any Director at any time in writing may waive notice of any meeting of the Board of Directors, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall constitute a waiver of notice by such Director of the time and place of such meeting, unless such attendance is for the purpose of objecting to such meeting. If all Directors are present at any meeting of the Board of Directors, no notice shall be required and any business may be transacted at such meeting.

Section 16. Quorum; Voting of Board of Directors. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of

those present or a sole present Director may adjourn the meeting from time to time. At any such reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted without further notice.

Section 17. Compensation. No Director shall receive any compensation for acting as a Director; provided, however, that a Director may be reimbursed for expenses incurred by the Director to the extent such expenses are deemed to be reasonable and appropriate, and are otherwise authorized, by the Board of Directors.

Section 18. Conduct of Meetings. All resolutions adopted by the Board of Directors and all transactions and proceedings occurring at all meetings of the Board of Directors shall be held in a Minute Book maintained for the Board by the Secretary. Minutes of Board of Directors' meetings shall reflect all actions taken during all meetings and are available to all residents upon request by email, US mail or hand delivery. The then current Robert's Rules of Order or any other rules of procedure at any time or from time to time acceptable to a majority of the Board of Directors shall govern the conduct of the meetings of the Board of Directors when not in conflict with the Declaration, these Bylaws or the Act.

Section 19. Action Without Meeting. Any action by the Board of Directors required or permitted to be taken at a meeting may be taken without a meeting if all of the members of the Board of Directors shall consent in writing to such action. Any such unanimous written consent shall be filed with the minutes of the proceedings of the Board of Directors.

Section 20. Indemnification. The term "Statute," as used in this Section 20, shall mean Sections 181.0871 through 181.0883 of the Wisconsin Nonstock Corporation Law and all amendments thereto which permit or require the Unit Owners' Association to provide broader indemnification rights than prior to the amendment. All other capitalized terms used in this Section 20 and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Statute. The Unit Owners' Association shall, to the fullest extent permitted or required by the Statute, indemnify each Director and officer against any and all Liabilities, and advance any and all reasonable expense as incurred by a Director or officer, arising out of or in connection with any proceeding to which such Director or officer is a party because he is a Director or officer of the Unit Owners' Association. The Unit Owners' Association shall also indemnify its employees acting within the scope of their duties as employees, to the same extent as Directors or officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against liabilities or the advancement of expenses to which such person may be entitled under any written agreement, Board of Directors' resolution, vote of the Unit Owners' Association, the Statute or otherwise. The Unit Owners' Association may, but shall not be required to, supplement the right to indemnification against liability and advancement of expenses under this Section 20 by the purchase of insurance on behalf of any one or more of such persons, whether or not

the Unit Owners' Association would be obligated to indemnify such person under this Section 20.

Section 21. Common or Interested Directors. Each member of the Board of Directors shall exercise his or her powers and duties in good faith and in the best interest of the Condominium. No contract or other transaction between the Unit Owners' Association and any of its officers or directors, or between the Unit Owners' Association and any corporation, firm or association in which any of the officers or Directors of the Unit Owners' Association are directors or officers or are pecuniarily or otherwise interested, is or shall be either void or voidable because of such relationship or interest or because any such officer or director is present at the meeting of the Board of Directors or any committee thereof which authorizes, approves or ratifies such contract or transaction, or because his or her or their vote(s) is counted for such purpose, if any of the conditions specified in any of the following subparagraphs exists:

(a) The material facts of such relationship or interest are disclosed or known to the Board of Directors or committee which authorizes, approves or ratifies such contract or transaction in good faith and by a vote sufficient for the purpose, without counting the vote(s) of such interested officers or directors; or

(b) The material facts of such relationship or interest are disclosed or known to Unit Owners holding at least a majority of all of the votes in the Unit Owners' Association and such Unit Owners authorize, approve or ratify such contract or transaction in good faith and by a vote sufficient for the purpose; or

(c) Such contract or transaction was fair and commercially reasonable to the Unit Owners' Association in view of all the facts known to any officer or member of the Board of Directors at the time it was authorized, ratified, approved or executed.

Any common or interested officer or director may be counted in determining the presence of a quorum at any meeting of the Board of Directors or committee thereof which authorizes, ratifies or approves any contract or transaction.

Section 22. Committees. The Board of Directors from time to time may appoint (and expand and/or disband) such committees from among its own membership and/or from among the Unit Owners' Association as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

Section 23. Lawsuits. The Board shall not commence a lawsuit (other than to collect assessments, or enforce the terms and conditions of the Condominium Documents) until such action shall have been approved by Unit Owners owning Units to which at least seventy-five percent (75%) of the votes in the Unit Owners' Association appertain.

ARTICLE IV
Officers

Section 1. Designation. The principal officers of the Condominium shall be a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may appoint an assistant treasurer, an assistant secretary and/or such other officers as in its judgment may be necessary or desirable. All officers shall have the duties normally incident to their respective offices in a Wisconsin business corporation and such other additional duties as from time to time shall be assigned by the Board of Directors included, but not limited to, the following:

(a) President. The President shall be the chief executive officer of the Unit Owners' Association, preside at all meetings of the Unit Owners' Association and of the Board of Directors; have general and active management of the business of the Unit Owners' Association subject to he control of the Board; see that all orders and resolutions of the Board are carried into effect; sign all leases, mortgages, deeds and other written instruments and co-sign all checks if required to do so by resolution of the Board of Directors; and appoint committees from among the Unit owners from time to time as the President may in his discretion decide is appropriate to assist in the conduct of the affairs of the Unit Owners' Association.

(b) Vice President. The Vice President shall take the place of the President and perform the duties of the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other director to act in the place of the President, on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors or by the President.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Unit Owners' Association and of the Board of Directors; have charge of such books and papers as the Board may direct; give or cause to be given all notices required to be given by the Unit Owners' Association; maintain a register setting forth the place to which all notices to Unit Owners and Eligible Mortgages hereunder shall be delivered; shall arrange for the counting of votes taken at any meeting; and, in general, perform all the duties incident to the office of secretary. The condominium manager will also keep electronic records of all meeting minutes.

(d) Treasurer. The Treasurer shall (together with the Managing Agent) be responsible for Unit Owner's Association funds and securities; keep full and accurate financial records and books of account showing all receipts and disbursements; prepare all required financial data, including the annual budgets; deposit all monies and other valuable effects in the name of the Board of Directors, the Unit Owners' Association or the Managing Agent, in such depositories as may from time to time be designated by the Board; sign all checks

of the Association and, in general, perform all the duties incident to the office of treasurer.

Section 2. Qualifications. All officers shall be Unit Owners, or partners, officers, directors, trustees, agents or employees of Unit Owners who are not natural persons. The President, Vice President, Secretary and Treasurer shall be members of the Board of Directors. Any officers other than the President, Vice President, Secretary and the Treasurer may be, but shall not be required to be, members of the Board of Directors.

Section 3. Election. The officers of the Condominium shall be elected annually by the Board of Directors at the organizational meeting following each annual meeting of the Unit Owners' Association, and shall hold office at the pleasure of the Board of Directors.

Section 4. Removal or Resignation of Officers. Any officer may be removed, either with or without cause, upon the affirmative vote of a majority of the members of the Board of Directors. Any officer may resign at any time. Any officer shall be deemed to have resigned upon divestiture of title in fee or by lease for a term or terms of six (6) months or more of the Unit owned by such officer (or such officer's corporation, partnership, trust, principal or employer, if the Unit Owner is not a natural person), unless such officer (or such officer's corporation, partnership, trust, principal or employer) acquires or contracts to acquire another Unit under terms providing for a right of occupancy effective as of or before the termination of the right of occupancy pursuant to such divestiture or such officer is not required to be a Unit Owner. Any vacancy in an office shall be filled by the Board of Directors at a regular meeting or at a special meeting called for such purpose.

Section 5. Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases, checks and other instruments of the Condominium or the Unit Owners' Association for expenditures or obligations in excess of One Thousand Dollars ($1,000.00) shall be executed by any two officers of the Condominium or by such other person or persons as may be designated by the Board of Directors. All such instruments for expenditures or obligations of One Thousand Dollars ($1,000.00) or less may be executed by any one officer of the Condominium or by such other person as may be designated by the Board of Directors.

Section 6. Compensation of Officers. No officer shall receive any compensation for acting as an officer; provided, however that an officer may be reimbursed for expenses incurred by such officer to the extent such expenses are deemed to be reasonable and appropriate, and are otherwise authorized by the Board of Directors.

ARTICLE V
Assessments

Section 1. Fiscal Year. The fiscal year of the Condominium shall consist of the twelve month period commencing on January 1 of each year and terminating on December 31 of such year unless otherwise determined by the Board of Directors.

Section 2. **Adoption of Budget**. At least thirty (30) days before the beginning of the new fiscal year, the Board of Directors shall adopt a budget for the Condominium containing an estimate of the total amount which it considers necessary to pay the cost of the Common Expenses (net of all common profits) for the ensuing fiscal year (including without limitation such reasonable amounts as the Board of Directors shall deem sufficient to provide working capital for the Unit Owners' Association, a general operating reserve, reserves for repair and replacement of Common Elements and reserves for contingencies). Before the first day of each fiscal year, the Board of Directors shall send to each Unit Owner a copy of such budget and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this Article to pay his or her allocable share of the Common Expenses based upon such budget. The Board of Directors may revise the budget from time to time as it shall deem necessary or appropriate and shall promptly give each Unit Owner notice thereof.

Section 3. **Effect of Failure to Adopt Budget**. The failure or delay of the Board of Directors to adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Owner's obligation to pay his or her allocable share of the Common Expenses as provided in this Article. In the absence of any annual budget, each Unit Owner shall continue to pay the monthly (or such other period as may be selected by the Board of Directors) charge at the rate established for the previous fiscal year until the installment which is due more than then (10) days after a new annual budget shall have been adopted and notice of new assessments have been given to Unit Owners. The new assessments shall be adjusted by taking any additional amounts owed by the Unit as a result of the rate for the previous fiscal year being less than the rate reflected in the new budget and divided the aggregate of such amounts by the number of months remaining in the current fiscal year.

Section 4. **Assessment of Common Expenses**. The total amount of the estimated Common Expenses (including reserves) as set forth in the budget or budgets of the Condominium for any fiscal year shall be assessed equally against all Units (except for Common Expenses associated with Limited Common Elements, Reserved General Common Elements, and Neighborhood Common Elements which will be assessed equally against each Unit Owner benefitted). Common expenses assessed for a fiscal year shall be deemed assessed for, with respect to and as of the first day of each fiscal year of the Unit Owners' Association even though payable in installments. The assessment made against each Unit for each fiscal year shall set forth separately such Unit's share of the amount of the total assessment allocated to normal and recurring expenses of administration, management, operation and repair, and the amount of the total assessment allocated to each category of reserves included in the budget. On or before the first day of each fiscal year, and the first day of each of the succeeding eleven (11) months (or, if the Board of Directors so designates, three (3) quarters or six (6) month period) in such fiscal year, each Unit Owner shall be obligated to pay to the Board of Directors or the Managing Agent (as determined by the Board of Directors) one-twelfth ($1/12^{th}$) (or, if the Board so designates, one-fourth (1/4) or one-half (1/2)) of the assessment for Common Expenses for such fiscal year. Notwithstanding the existence of

a dispute between any or all of the Unit Owners and the Unit Owners' Association and/or the Board of Directors with respect to the budget, any assessment or special assessment, or any Common Expense or otherwise, all Unit Owners shall timely pay all assessments. If the Board of Directors revises a budget during any fiscal year, the Board of Directors may specify the day as of which Common Expenses based on such revision shall be deemed to be assessed. In the absence of such specification, the Common Expenses based on such revision shall be deemed assessed as of the first day of the month following the action of the Board of Directors. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the Common Expenses for such fiscal year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the budget (or any revised budget) adopted by the Board of Directors for such fiscal year. Any amount accumulated in excess of the amount required for actual expenses and reserves shall, in the discretion of the Board of Directors, either (a) be credited, in proportion to each Unit Owner's obligation to pay Common Expenses, to the next monthly installments due from Unit Owners, or (b) refunded among Unit Owners who paid assessments in proportion to their payments, or (c) added to reserves until exhausted. Any net shortage, including, without limitation, those arising from the failure of any Unit Owner to pay any assessments levied against its Unit, shall be assessed against Unit Owners then of record in proportion to each Unit Owner's obligation to pay Common Expenses and shall be payable, in the discretion of the Board of Directors, either (a) in full, with payment of the next due installment, or (b) in not more than twelve (12) equal monthly installments, beginning with the next due installment.

Section 5. Reserves. The Board of Directors shall build up and maintain adequate reserves for working capital and for repairs to and replacements of the Common Elements, including a separate reserve for repairs and replacements of Reserved General Common Elements and Neighborhood Common Elements, and may establish reserves for general operations, contingencies or other matters. All reserves shall be kept in a separate bank account(s), segregated from general operating funds, and, if the Board of Directors shall deem it advisable, funds accumulated for each type of reserve shall be kept in a separate bank account, identified by reference to the specific category of reserve. Extraordinary expenditures not originally included in the annual budget which may become necessary during the year shall be charged first against such reserves as appropriate in the discretion of the Board of Directors. Except where an emergency requires and expenditure to prevent or minimize loss from damage to, or deterioration of, the Common Elements, reserves accumulated for one purpose may not be expended for any other purpose unless approved by the Unit Owners' Association.

Section 6. Special Assessments. If reserves established and maintained in accordance with this Article shall be inadequate for any reason, including the non-payment of any Unit Owner's assessment, the Board of Directors may at any time or from time to time assess a special assessment in order to defray, in whole or in part, extraordinary expenditures, including, without limitation, any shortage or loss incurred or suffered in a fiscal year, any costs incurred under any easement to which the Unit Owner's Association is a party or the cost of any construction, reconstruction or replacement of, or insurance

covering, the Common Elements, including Reserved General Common Elements and Limited Common Elements. Such special assessments shall be levied against all Unit Owners equally in proportion to each Unit Owner's obligation to pay Common Expenses, unless such special assessments are levied in connection with Limited Common Elements, Reserved General Common Elements or Neighborhood Common Elements. If such special assessments are levied in connection with Limited Common Elements or Reserved General Common Elements, then such special assessment shall be levied equally against such Unit Owner or Unit Owners owning Units to which such Limited Common Elements or Reserved General Common Elements appertain. If the special assessments are levied in connection with Neighborhood Common Elements, then such special assessments shall be levied equally against all Unit Owners owning Units in the Neighborhood in which such Neighborhood Common Elements are located, and may be payable, as the Board of Directors may determine, in lump sum or in installments. Said special assessments may be payable, as the Board of Directors may determine, in lump sum or in installments. The Board of Directors shall serve notice of any such special assessments on all assessed Unit Owners by a statement in writing giving the amount of and reasons for such special assessment, which special assessment shall, unless otherwise specified in the notice, become payable with the next due monthly installment which is due more than ten (10) days after the giving of such notice. All assessed Unit Owners shall be obligated to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment. In the event the Board of Directors elects to assess a special assessment in order to pay for the construction, installation, placement, addition, alteration or improvement to a Common Element or new capital improvement and the amount of any such assessment exceeds $10,000.00, then any such assessment shall be subject to a veto by the Unit Owners entitled to cast at least a majority of the votes of the membership who are voting in person or by proxy at a meeting duly called for that purpose and held within forty-five (45) days after notice of any such proposed special assessment has been given to the Unit Owners. The dollar limitation set forth above shall increase automatically each fiscal year, beginning in 1997, in proportion to increases in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States) (1982-84=100) and published in the "Monthly Labor Review" of the Labor Statistics of the United States Department of Labor or any successor index thereto as selected by the Board of Directors, in its reasonable discretion.

Section 7. Obligation by Pay Common Expenses. Each Unit Owner shall be obligated to pay its proportionate share, determined as more particularly set forth in Section 4 of this Article V of the Common Expenses, including those Common Expenses associated with Limited Common Elements assessed against each Unit Owner, assessed by the Board of Directors pursuant to these Bylaws. No Unit Owner may be exempted from liability to contribute toward payment of the Common Expenses by waiver of the use of enjoyment of any of the Common Elements or by abandonment of his or her Unit. No Unit Owner shall be liable for the payment of any part of the Common Expenses assessed against his or her Unit subsequent to the perfection of a sale or other divestiture of title, by operations of law or otherwise, of such Unit by such Unit Owner. Subject expressly to and except as otherwise provided in Section 10 of this Article, the purchaser of a Unit or other successor Unit Owner shall be liable jointly and severally with the divesting Unit

Owner for all unpaid assessments which have become due and payable against such divesting Unit Owner's Unit prior to and up to the time of divestiture, without prejudice, however, to any rights of such successor owner to recover from the divesting Unit Owner; provided, however, that any such divesting Unit Owner and successor upon written request shall be entitled to a recordable statement from the Board of Directors or Managing Agent setting forth the amount of the unpaid assessments against the divesting Unit Owner's Unit, and such successor shall not be liable for, nor shall the Unit conveyed be subject to a lien for, any unpaid assessments in excess of the amount set forth in such statement. Failure to furnish or make available such statement within ten (10) business days after receipt by the Unit Owners' Association of a second written request therefor, which request shall be given no sooner than ten (10) days and no later than thirty (30) days after the giving of the first written request therefor, shall extinguish the lien for then unpaid assessments. Notwithstanding anything to the contrary contained in the foregoing, payment of a fee of Twenty-fine Dollars ($25.00) or, if greater, the lesser of the amount assessed by the Board of Directors therefor or the maximum amount allowable under the Act shall be required as a prerequisite to the issuance of such a statement.

Section 8. Lien for Assessments; Acceleration. The total annual assessment against each Unit Owner for Common Expenses and any special assessment levied pursuant to these Bylaws, together with interest thereon, and the expenses of the proceedings, including reasonable attorneys' fees, hereby is declared to be a lien against the Unit of such Unit Owner within the purview of the Act, which lien shall be enforced pursuant to Section 703.165 of the Act, as amended or renumbered from time to time, and as provided by law. In any case where an assessment against a Unit Owner is payable in installments, upon a default against such Unit Owner in the timely payment of any two (2) consecutive installments, the maturity of the remaining total of the unpaid installments of such assessments may be accelerated, at the option of the Board of Directors, and the entire balance then owing for such year may be declared due and payable, in full, upon written notice given by the Board of Directors or the Managing Agent to the defaulting Unit Owner and his or her Eligible Mortgagee.

Section 9. Subordination and Mortgagee Protection. Notwithstanding any other provision of the Declaration or these Bylaws to the contrary, any Lien for assessments shall be subordinate to the rights of the holder of a mortgage made in good faith, for value received, and recorded prior to the date such assessment became due and payable, and such mortgagee or the purchaser at a foreclosure sale, their successors and assigns, shall not be liable for and such Unit shall not be subject to a lien for the payment of assessments which have become due and payable prior to the acquisition of title or the taking of possession (whichever first occurs) of such Unit pursuant to a decree of foreclosure, or any proceeding in lieu of foreclosure; provided, that such subordination shall apply only to assessments which have become due and payable prior to such acquisition of title or the taking of possession of such Unit, and such mortgagee or purchaser, their successors and assigns, shall be liable for any such Unit shall be subject to a lien for assessments thereafter becoming due and payable. Any such unpaid assessments for which such mortgagee or purchaser, their successors and assigns, shall

not have liability pursuant to this Section shall constitute a Common Expense for which each Unit Owner, including such mortgagee or purchaser, their successors and assigns, shall be liable in proportion to each Unit Owner's obligation to pay Common Expenses.

Section 10. Collection of Assessments. The Board of Directors, or the Managing Agent at the request of the Board of Directors, shall take prompt action to collect any assessments for Common Expenses due from any Unit Owner which remain unpaid for more than thirty (30) days from the due date for payment thereof.

Section 11. Late Payment Penalty. In the event of a default by any Unit Owner in paying any Common Expenses or any other sum assessed against the Unit Owner which default continues for a period in excess of ten (10) days, such Unit Owner shall be obligated to pay a late payment penalty in the amount of Twenty-five Dollars ($25.00) or such other amount as from time to time shall be determined by the Board of Directors and written notice of which is given to the Unit Owner. Interest may also be assessed on the overdue amount. If the default in paying Common Expenses or other sum assessed shall continue for a period of three (3) months, the Managing Agent shall report such default to the Board of Directors for a decision on the filing of a lien against defaulting Unit Owner.

Section 12. Default in Payment of Common Expenses. In addition to the late payment penalty set forth in Section 11 above, the Board of Directors shall have the right and duty to attempt to recover such Common Expenses, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such Unit Owner, or by foreclosure of the lien on such Unit granted by Section 703.165 of the Act. The Board of Directors shall also have the right to prohibit such Unit Owner from voting at a meeting of the Unit Owners' Association or serving on the Board of Directors if the Unit Owners' Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 13. Foreclosure of Liens for Unpaid Common Expenses. In an action brought by the Board of Directors to foreclose a lien on a Unit because of unpaid Common Expenses or special assessments, the Unit Owner shall be required to pay a reasonable rental for the use of his or her Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rental. The Unit Owners' Association or the Board of Directors, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, convey or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Common Expenses or special assessments shall be maintainable without foreclosing or waiving the lien securing the same.

Section 14. Accounts. Except as otherwise provided in this Article, all sums collected by the Board of Directors with respect to assessments against the Unit Owners may be commingled into a single fund, but shall be held for each Unit Owner in accordance with such Unit Owner's allocable share of the Common Expenses.

Section 15. Books and Accounts. Books and accounts of the Condominium shall be kept under the direction of the Treasurer in accordance with generally accepted accounting practices. Such books and accounts shall detail, in chronological order, the receipts and expenditures of administration and operation of the Condominium, and shall specify the maintenance, repair and service expenses and any other expenses incurred. The amount of any special assessment required for payment of any capital improvement of the Condominium shall be credited upon the books of the Condominium to the "Paid in Surplus" account as a capital contribution.

Section 16. Inspection of Books. The books and accounts of the Condominium shall be available for examination by the Unit Owners and contract purchasers, and/or their duly authorized agents or attorneys, and to the holder of any Eligible Mortgage, and/or its duly authorized agents or attorneys, during normal business hours set and announced for general knowledge within a reasonable time after request therefor.

Section 17. Statement of Common Expenses. The Board of Directors shall promptly provide to any Unit Owner, contract purchaser or mortgagee so requesting the same in writing a written statement in recordable form of all unpaid assessments due from such Unit Owner. A fee of Twenty-five Dollars ($25.00) or, if greater, the lesser of the amount assessed by the Board of Directors therefor or the maximum amount allowed by law may be charged by the Board of Directors for such statement to defray the cost of rendering the same.

Section 18. Utilities. The cost of utilities serving the condominium not individually metered to a Unit shall be Common Expenses allocated pursuant to Section 4 of this Article V. Residents owning units that house radon fans and/or sump pumps servicing more than their own unit shall receive a yearly stipend to defray electrical costs. Stipends shall be increased each year at the same percentage rate by which the electrical budget for the year is increased.

Section 19. Audit. The Board of Directors may in its discretion from time to time order an independent audit of all books and records. The cost of such audit shall be a Common Expense.

ARTICLE VI
Repair, Improvement and Use

Section 1. Maintenance and Repair.

(a) By the Unit Owners' Association. Except as otherwise provided in this Section or by the provisions of these Bylaws, the Declaration or the Act, the Unit Owners' Association shall be responsible for the maintenance, repair and replacement of the Common Elements, including the Limited Common Elements, whether located inside or outside of Units, and for performing any obligations of the Unit

Owners' Association pursuant to any easements to which the Unit Owners' Association is a party, the costs of which shall be a Common Expense.

(b) By the Unit Owner. Each Unit Owner shall be responsible at his or her own expense for the maintenance, repair and replacement of his or her Unit and all parts thereof necessary to maintain the good appearance and clean and sanitary condition of such Owner's Unit, including, without limitation,

(i) interior walls included as part of a Unit, interior ceilings and floors, and the finished interior surfaces of all perimeter walls, ceilings and floors,

(ii) all space, interior partitions and other fixtures and improvements (including without limitation, sinks, bathtubs, other plumbing facilities, refrigerators, ovens, television, cable and other communication lines and systems, and any individual Unit temperature alarm/control and other appliances and systems) within the designated boundaries of the Unit,

(iii) lighting, heating and air-conditioning components, gas lines, and hot water components included as a part of the Unit,

(iv) the front entrance door and any other entrance door to the Unit, the door to any patio or deck serving the unit, the garage door, and any and all hardware (including, without limitation, garage door openers and related mechanical systems, if any) associated therewith,

(v) all windows, screens, or skylights for the Unit, and

(vi) the interior of the garage serving the Unit, including, without limitation, the interior ceilings, floors, walls, and floor and wall coverings, if any.

(c) Each Unit Owner shall do all redecorating, painting and varnishing which may at any time be necessary to maintain such good appearance and condition, shall be responsible for replacing light bulbs located within Limited Common Elements and for replacing all broken windows or damaged screens within said Unit Owner's Unit. Each Unit Owner promptly shall report to the Board of Directors or the Managing Agent any defect or need for repairs for which the Unit Owners' Association, its successors and assigns, is responsible.

(d) Each Unit Owner shall perform normal maintenance to any Limited Common Element balcony, deck or porch appurtenant to such Unit Owner's Unit and shall keep such Limited Common Element in a clean, safe and sanitary condition, free and clear of snow, ice and any accumulation of water, leaves, dirt and debris.

(e) Each Unit Owner shall be responsible for all damage to any and all other Units or to the Common Elements resulting from such Unit Owner's failure to maintain or make any of the repairs required to be made pursuant to this section. Each Unit Owner also shall be responsible for any cost and expense charged to such Unit Owner under Section 6.1 of the Declaration, and the expense of any maintenance, repair and/or replacement of any of the Common Elements, including the Limited Common Elements if, in the opinion of not less than a majority of the members of the Board of Directors, such expense was necessitated by the negligence, misuse or neglect of any Unit Owner(s), or of any member(s) of such Unit Owner's household or family, or of any employee(s), agent(s), licensee(s) or invitee(s) of such Unit Owner(s). All structural repairs or replacements of any and all Common Elements, including the Limited Common Elements, made pursuant to this paragraph shall be made by the Unit Owners' Association, but the cost thereof shall be borne by the Party(ies) responsible therefor as herein provided.

(f) Manner of Repair and Replacement. All repairs and replacements shall be substantially similar to the original construction and installation.

(g) Chart of Maintenance Responsibilities. Notwithstanding the general provisions for maintenance set forth in subsections (a), (b), (c), and (d), specific maintenance responsibilities and the costs attributable thereto shall, to the extent set forth thereon, be determined pursuant to the Chart of Maintenance Responsibilities attached as EXHIBIT A hereto.

Section 2. Right of Access. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his or her Unit, including, without limitation, the right of access provided by Section 703.32 of the Act, to the Unit Owners' Association, the Board of Directors or the Managing Agent, their respective agents and employees, or any group of the foregoing, for the purpose of enabling the exercise and discharge of their respective powers and responsibilities, including without limitation making inspections, correcting any condition originating in a Unit and threatening another Unit or the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of the Declaration, these Bylaws, the Rules and Regulations or any Eligible Mortgage, provided, that requests for entry are made in advance and that any such entry is at a time reasonable convenient to the Unit Owner. Notwithstanding the foregoing, in case of any emergency, such right of entry shall be immediate and without notice, whether the Unit Owner is present at the time or not. Any exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

Section 3. Additions, Alterations or Improvements.

(a) By the Unit Owners' Association. Whenever the Common Elements shall require any construction, installation, placement, addition, alteration or improvement costing in excess of Ten Thousand Dollars ($10,000.00), the Board shall notify

the Unit Owners thereof and if such construction, installation, placement, addition, alteration or improvement shall not have been vetoed by the Unit Owners' Association in accordance with Section 6 of Article V hereof, then the Board of Directors shall proceed with such construction, installation, placement, addition, alteration or improvement and shall assess all Unit Owners for the cost thereof as a Common Expense. Whenever the Neighborhood Common Elements of a Neighborhood shall require an addition, alteration, or improvement costing in excess of Ten Thousand Dollars ($10,000) and the making of such addition, alteration or improvement shall have been approved by the majority of Unit Owners in the Neighborhood, the Board of Directors shall proceed with such addition, alteration, or improvement and shall assess all Unit Owners in the Neighborhood for the cost thereof as a neighborhood common expense. Emergency repairs, however, necessary to prevent or correct conditions involving manifest danger to life or property, or for the preservation and safety of the Condominium, or for the safety of the Unit Owners, or required to avoid the suspension of any necessary service to the Condominium, may be made by the Board of Directors on behalf of the Unit Owners' Association without prior notice to the Unit Owners, regardless of the cost limitations imposed by this Section. Any construction, installation, placement, addition, alteration or improvement costing Ten Thousand Dollars ($10,000.00) or less may be made by the Board of Directors on behalf of the Unit Owners' Association without prior notice to the Unit Owners or providing the Unit Owners with an opportunity to veto any such construction, installation, placement, addition, alteration or improvement and the cost thereof shall constitute a Common Expense. Notwithstanding the foregoing provisions of this Section, if in the opinion of not less than a majority of the members of the Board of Directors any addition, alteration or improvement is or shall be exclusively or substantially exclusively for the benefit of any Unit Owner or Owners requesting the same, such requesting Unit Owner(s) shall be assessed therefor in such proportion as they jointly shall approve, or, if they are unable to agree thereon, in such proportions as may be determined by the Board of Directors.

(b) By the Unit Owners. No Unit Owner shall make any addition, alteration or improvement in or to his or her Unit which will or may impair the structural integrity or mechanical, electrical or plumbing systems of any of the Buildings or of the Condominium, and interior partitions contributing to the support of any Unit or any Building shall not be altered or removed. No Unit Owner shall make any addition, alteration or improvement, or shall change the appearance of the Common Elements or the exterior appearance of the Common Elements or the exterior appearance of any Unit (including without limitation doors and windows) without prior approval obtained in accordance with the terms and provisions of Section 4 hereof. If application to any governmental authority for a permit to make an addition, alteration or improvement requires execution by the Unit Owners' Association and, if applicable, provided consent of the Board of Directors has been given, then the application shall be executed on behalf of the Unit Owners' Association by the Board of Directors or any officer designated by

the Board of Directors, without, however, incurring any liability to any contractor, subcontractor or materialman on account of such addition, alteration or improvement, or to any person having any claim for injury to person or damage to property arising therefrom.

Section 4. Design Review Committee.

(a) Design Review Committee. The term "Design Review Committee" shall refer to the Board of Directors unless the Board of Directors chooses to appoint a separate Design Review Committee (DRC). In the event that the Board of Directors elects to appoint a separate DRC, the committee shall be composed of three (3) Unit Owners who have been appointed by the Board of Directors, one whom shall be a member of the Board of Directors.

(b) Construction/Modification of Units, Common Elements and Improvements on the Property. No Unit Owner shall make any addition, alteration, or improvement including, without limitation, repainting or revarnishing, or changing the appearance of the Common Elements or the exterior appearance of any Unit (including, without limitation, doors, windows, mailboxes, flag poles, and/or landscaping) until a written request setting forth the details of the addition, alteration, improvement or change shall have been submitted to and approved in writing as to harmony of external design, soundness and visual aesthetics by the Board (unless a separate Design Review Committee has been appointed. If the Design Review Committee is separate from the Board of Directors, its decision may be appealed to the Board of Directors, whose decision shall be final.) Neither the Board nor the Design Review Committee may approve any addition, alteration, improvement or change unless such addition, alteration, improvement or change complies with the Act, the Declaration, these Bylaws, and the then current Rules and Regulations.

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

(d) Submittal Requirements. Unit Owners requesting approval pursuant to this Section may be required to submit such supplemental information, including

plans and specifications, containing such additional detail as the Board (or DRC, if one is appointed) may reasonably request.

(e) Procedure. Within thirty (30) days after the receipt by the Board (or DRC, if one is appointed) of all of the information requested from a Unit Owner in connection with any proposed addition, alteration or improvement, the Board (or DRC, if one is appointed) shall, in writing to such Unit Owner, approve, approve with specified conditions, or refuse the Unit Owner's request with respect to any such addition, alteration or improvement.

(f) Appeal. Any action, ruling or decision of the Design Review Committee (if one is appointed) may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board of Directors may modify or reverse any such action, ruling or decision.

(g) Violations. The Board of Directors shall have the power to impose reasonable fines and to issue a cease and desist request to any Unit Owner, his/her guests, invitees, or lessees whose actions are inconsistent with the provisions of this section in accordance with the terms and provisions of Article XIV hereof.

Section 5. Use of Units and Common Elements. Each Unit and the Common Elements shall be occupied and used in accordance with the provisions of Article VII of the Declaration and as follows:

(a) A Unit Owner may use a portion of a Unit for a home office or studio, provided, that such use is consistent with all valid laws, the residential zoning ordinances and regulations of all governmental agencies having jurisdiction in respect of the Condominium, and that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner, and provided further, that in no event shall any part of the Condominium be used as a school or music studio. Except for such home office or studio use, no industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, shall be conducted, maintained, or permitted in any Unit.

(b) No Unit shall be leased or rented for less than an initial term of six (6) months and no Unit shall be leased unless the Unit Owner shall have first occupied the Unit for a period of not less than six (6) months. No portion of any Unit (other than the entire Unit) shall be leased for any period, except that a reasonable number of roommates shall be permitted. No Unit Owner shall lease a Unit other than by written instrument which shall (i) require the tenant thereunder to comply with the Act, the Declaration, these Bylaws and the Rules and Regulations, as any of the same from time to time may be amended, (ii) provide that any failure to so comply shall constitute a default thereunder, and (iii) provide that the Board of Directors shall have the power to terminate the lease or to bring summary proceedings to evict the tenant in the name of the lessor thereunder upon forty-five (45) days' prior written notice to the Unit Owner in the event of a default in

the performance by tenant under the lease. The Board of Directors may require a standard form lease for use by all Unit Owners. Promptly following the execution of any lease of a Unit, the Unit Owner of such Unit shall deliver a conformed copy thereof to the Board of Directors. No rooms in any Unit may be rented, and no transient tenants may be accommodated. The foregoing provisions of this paragraph except the restriction against use or occupancy for transient purposes shall not apply to Units owned by the Unit Owners' Association.

(c) Nothing shall be done or kept in any Unit or in or on the Common Elements which will increase the rate of insurance for the Condominium, without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in a Unit or in or on the Common Elements which will result in the cancellation of insurance on the Condominium or which would be in violation of any public law, ordinance or regulation. No waste will be stored in or on the Common Elements.

(d) Common Element parking spaces designated as such on the Plats which are intended to be used by guests of the Unit Owners shall be used on a first come, first serve basis, unless otherwise determined by the Board of Directors. No Unit Owner shall have parked on the Common Element parking spaces more than one vehicle (owned or leased by such Unit Owner, a member of his/her family, or an employee or tenant leasing his/her Unit) without the prior written consent of the Board of Directors and no such vehicle shall be permitted to park overnight on the Common Element parking spaces for a period of more than seven (7) consecutive days or for more than ten (10) days in any consecutive thirty (30) day period. Parking in the Condominium shall be restricted to private automobiles and passenger-type vans, which are licensed and operating, and only within designated parking areas.

(e) Trailers, campers, recreational vehicles, all terrain vehicles, snow mobiles, motorcycles, boats, buses and other large vehicles may be parked on the Property only if parked in the garage included as part of the Unit so that the door of said garage can be completely closed when the vehicle is in the garage. Unless so parked in a Unit's garage no such vehicle may be parked on the Property. No junk or derelict vehicle or other vehicle on which current registration plates are not displayed shall be kept upon any of the Common Elements. Vehicle repairs other than ordinary light maintenance and car washing are not permitted on the Property. No vehicle shall be stored on the garage approach for more than ten (10) days, and vehicles must be removed from the garage approach during and after snowfall to facilitate snow removal, or the owner is responsible for prompt snow removal.

(f) The maintenance, keeping, boarding and/or raising of animals, livestock, birds or reptiles of any kind, regardless of number, shall be and is prohibited within any Unit or upon the Common Elements, except that the keeping of small, orderly domestic pets (e.g., dogs, cats or caged birds) not to exceed two per Unit, without

the approval of the Board of Directors, is permitted, subject to the Rules and Regulations adopted by the Board of Directors; provided, however, that such pets are not kept or maintained for commercial purposes or for breeding.

(g) Any pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the Condominium following notice and a hearing before the Board of Directors. Pets shall not be permitted upon the Common Elements unless accompanied by a responsible person. Any Unit Owner who keeps or maintains any pet upon any portion of the Condominium shall be deemed to have indemnified and agreed to hold harmless the Condominium, the Unit Owners' Association, each Unit Owner, the Board of Directors, and the Managing Agent from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. All pets shall be registered and inoculated as required by law. Milwaukee County, its representatives, agents or independent contractors are authorized to enter onto the Condominium and enforce any applicable ordinances, rules and regulations with respect to animals promulgated by said county.

(h) No Unit shall be subjected to or used for any fractional interest ownership, cooperative, licensing or other arrangement that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple unit owners, cooperators, licensees, or fractional interest owners.

(i) The Common Elements shall be used only for the furnishing of the services and facilities for which they reasonably are suited and which are incident to the use and occupancy of the Units.

(j) No fences or retaining walls or similar structures may be erected in the Condominium except with the prior written consent of the Board of Directors.

(k) Satellite receiving system equipment may be approved by the Board of Directors if less than 20 inches in diameter with the condition that the Unit Owner is responsible for all installation, maintenance, and damages caused by the satellite receiving system to the structural integrity of the unit and condominium complex. The Unit Owner will be responsible for the removal of the satellite system equipment and the restoration of the unit to the condition prior to system installation when the Unit Owner moves.

(l) No person may post any advertisement, poster or sign of any kind on the exterior of a Unit or in the windows of a Unit, except as permitted by the Board of Directors or when required by law; provided, however, that any sign permitted by the Board of Directors or required by law shall not under any circumstances be larger than 30" by 20". Any Eligible Mortgagee who may become the fee simple owner of any Unit shall have the right to display a "For Sale" sign on any Unit owned by such Eligible Mortgagee.

(m) A Unit Owner or resident shall not cause anything to be affixed or attached to, hung, displayed or placed on exterior walls, doors, balconies or windows of the Building with the following exceptions:

(i) a limited number of hanging flower baskets may be displayed on wood pillars,
(ii) a U.S. Flag with holder may be attached to the exterior of the Building,
(iii) a reasonable number of holiday/seasonal decorations, either lit or unlit, may be displayed on the exterior and in Limited Common Elements during a reasonable holiday/seasonal period and shall be promptly removed after the holiday/seasonal period. No screws, nails, or similar fasteners shall be inserted, nor adhesives applied, on the exterior for decorations,
(iv) strings of lights require prior Board approval, and
(v) holiday/seasonal lights and decorations may be displayed on the interior of windows during a reasonable holiday/seasonal period.

(n) The sidewalks, entrances, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Property. No objects may be stored outside on Limited or Common Elements except in areas (if any) designated for such purpose.

(o) No garbage, refuse, trash or rubbish shall be deposited except as permitted by the Association. The requirements from time to time of the company or governmental agency providing trash removal services for disposal or collection shall be complied with. All receptacles for storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 6. Rules and Regulations. Rules and Regulations concerning the operation and use of the Common Elements may be promulgated, amended and/or repealed by the Board of Directors, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act, the Declaration or these Bylaws. Copies of and changes to the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.

ARTICLE VII
Alienation of Condominium Units

Section 1. No Severance of Ownership. Except to the extent otherwise expressly provided by the Declaration, these Bylaws or the Act, the undivided interest in the Common Elements allocated to any Unit shall not be altered and any purported transfer, encumbrance or other disposition of such interest without the Unit to which it appertains shall be void.

Section 2. Resales of Units

(a) Resales of Units by Unit Owners are governed by law. Section 703.33 of the Act requires a Unit Owner to obtain from the Unit Owners' Association and to furnish to his or her purchaser prior to the contract date of disposition certain financial and other statements and assurances concerning the Unit and the Condominium. In the absence of a written agreement to the contrary, the failure of the Unit Owners' Association to provide such statements and assurances in the manner and within the time periods provided by the Act, shall render, at the option of the purchaser, the contract of purchase void. The Act imposes other obligations on a Unit Owner and contains additional provisions concerning Unit Owners' purchasers and the Unit Owners' Association in connection with the resale of a Unit. All Unit Owners are directed to the Act, including, specifically, but without limitation, Section 703.33, prior to entering into a contract for the resale of a Unit.

(b) No Unit Owner shall convey, mortgage, pledge, hypothecates, sell or lease his Unit unless and until her or she shall have paid in full to the Association all unpaid common expenses, including, without limitation, special assessments, theretofore assessed by the Board of Directors against his or her Unit.

Section 3. Leasing of Units. Leases of Units by Unit Owners are governed by Section 5(b) of Article VI of these Bylaws and Article VIII of the Declaration.

Section 4. Financing of Purchase of Units by Association.

(a) Acquisition of Units by the Unit Owners' Association or its designee, on behalf of all Unit Owners, may be made from the working capital and assessments for Common Expenses in the hands of the Board of Directors, or if such funds are insufficient, the Unit Owner's Association may borrow money to finance the acquisition of such Unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the Unit so to be acquired by the Unit Owner's Association. Title to any real or personal property acquired by the Unit Owners' Association shall be taken in the name of the Unit Owners' Association. The Unit Owners' Association shall act to borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181 of the Wisconsin Statutes, as the same may be amended from time to time. All costs of obtaining financing for the acquisition of a Unit and for the repayment of monies borrowed for such purpose, including principal and interest, shall be Common Expenses of the Condominium and payable as assessments by the Unit Owners. The proceeds from the sale of any such Unit after repayment of any borrowed funds and special assessments, if any, levied for such purpose shall be deposited in such funds as the Board of Directors may establish and shall be disbursed by the Board of Directors as the Unit Owners' Association shall determine. Nothing in this provision shall act to create a right of repurchase by the Unit Owners' Association.

(b) In the event that a Unit shall be acquired by the Unit Owners' Association or its designee, on behalf of all Unit Owners as tenants in common, all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

ARTICLE VIII
Insurance

Section 1. General Requirements.

(a) Each policy of insurance purchased by the Board of Directors pursuant to this Article shall provide to the fullest extent applicable as follows:

i. The named insured under such policies shall be the Unit Owners' Association as trustee for each of the Unit Owners in accordance with each Unit Owner's Percentage Interest;

ii. In no event shall any such insurance be brought into contribution with insurance purchased by individual Unit Owners or their Eligible Mortgagees;

iii. The insurer waives (a) any right to claim by way of subrogation against the Unit Owners' Association, the Board of Directors, the Managing Agent or the Unit Owners, and their respective agents, employees, invitees and, in the case of the Unit Owners, the members of their households; and (b) any defense based upon co-insurance or upon any invalidity arising from the acts of the insured;

iv. Such policy shall not be cancelled, invalidated or suspended due to the act or omission of any Unit Owner (including any member of his or her household and his or her invitees, agents and employees) or of any member, officer or employee of the Board of Directors of the Managing Agent;

v. Such policy may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior notice to the Board of Directors and the Managing Agent, and in the case of physical damage insurance, to all Eligible Mortgagees and Unit Owners to whom certificates, subpolicies or endorsements have been issued;

vi. Any "no other insurance" clause contained in the master policies shall expressly exclude individual Unit Owners' policies from its operation; and

vii. The master policy shall contain a standard mortgagee clause, without contribution, in favor of each Eligible Mortgagee, its successors and assigns, to the extent of the portion of the coverage of the master policy allocated to such Unit, which shall provide that the loss, if any, thereunder shall be payable to such Mortgagee and the Unit Owner, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee set forth in this Article.

(b) All policies of insurance shall be written by companies with a financial rating of A or better under Best's Rating Guide (or any comparable rating under a revised rating guide).

Section 2. Physical Damage Insurance.

(a) The Board of Directors shall obtain and maintain a blanket all-risk policy of physical damage insurance, with extended coverage, insuring the entire Condominium (excluding only betterments and improvements supplied or installed by or other personal property of the Unit Owners in the Units), together with all heating and air-conditioning equipment and other service machinery contained therein, and covering the interests of the Unit Owners' Association, the Board of Directors and all Unit Owners and their Eligible Mortgagees, as their interests may appear, subject, however, to the loss payment and adjustment provisions in favor of the Board of Directors and the Insurance Trustee contained in this Article, in an amount equal to one hundred percent (100%) of the full replacement value of the Condominium based on the then current replacement cost (exclusive of the Land, excavations, foundations and other items normally excluded from such coverage), without deduction for depreciation. Such insurance shall contain the following endorsements to the extent reasonably obtainable; (i) Special Condominium Endorsement; (ii) Agreed Amount and Inflation Guard Endorsement; (iii) Construction Code Endorsement; (iv) Demolition Cost Endorsements; (v) Contingent Liability from Operation of Building Laws Endorsement; and (vi) Increased Cost of Construction Endorsement. Such policy of physical damage insurance shall also provide or include to the extent obtainable that the insurer will issue to each Unit Owner a certificate or subpolicy specifying the portion of such policy allocated to his or her Unit and the Percentage Interest of such Unit in the Common Elements. The amount of such coverage shall be reviewed annually by the Board of Directors with the assistance of the insurance company affording such coverage and such coverage shall be predetermined when and as the Board of Directors deems advisable.

(b) A certificate of insurance or a true and certified copy of the policy of physical damage insurance, all renewals thereof, and any subpolicies or certificates and endorsements issued thereunder, together with proof of payment of premiums shall be delivered by the insurer to any Mortgagee so requesting the same.

Section 3. Liability Insurance. The Board of Directors shall obtain and maintain comprehensive general public liability and property damage insurance in such limits as the Board of Directors from time to time may determine in accordance with this Section, insuring each member of the Board of Directors, the Managing Agent, the Unit Owners' Association, and each Unit Owner against any liability to the public or to the Unit Owners (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the Common Elements. Such insurance shall be issued on a

comprehensive liability basis and shall contain to the extent reasonably obtainable: (a) libel, slander, false arrest and other personal injury offenses coverage; (b) medical payments coverage; (c) a cross liability endorsement under which the rights of a named insured under the policy shall not be prejudiced with respect to such insured's action against another named insured; (d) hired and non-owned vehicle coverage; (e) host liquor liability coverage with respect to events sponsored by the Association; (f) property of others coverage; (g) broad form property damage coverage; (h) contractual and all written contract coverage; (i) coverage for liability resulting from lawsuits related to employment contracts in which the Unit Owners' Association is a party; and (j) a "severability of interest" endorsement which shall preclude the insurer from denying liability to a Unit Owner because of the negligent acts of the Unit Owners' Association, the Board of Directors, the Managing Agent or of another Unit Owner. The Board of Directors shall review such limits once each year, but in no event shall such insurance be written in an amount less than Two Million Dollars ($2,000,000.00) covering all claims for bodily injury or property damage arising out of one occurrence. Reasonable amounts of umbrella liability insurance in excess of primary limits in the discretion of the Board of Directors also may be obtained.

Section 4. **Other Insurance**. The Board of Directors may obtain and maintain:

(a) Directors and officers liability coverage and fidelity bond coverage to protect against wrongful and dishonest acts on the part of the officers, directors, employees and other agents of the Unit Owners' Association, including the Managing Agent, who either handle or are responsible for handling the funds held or administered by the Unit Owners' Association. Fidelity bonds shall (i) name the Unit Owners' Association as an obligee; (ii) be written in such amounts as from time to time shall be required by the Federal Home Loan Mortgage Corporation of the Federal National Mortgage Association to the extent applicable; (iii) contain waivers of any defense based upon the exclusion for persons who serve without compensation from any definition of "employee" or similar expression; and (iv) include provision for ten (10) days' written notice to the Association and each servicer of any Mortgage owned by the Federal National Mortgage Association before the bond can be cancelled or substantially modified;

(b) If the Condominium is located in an area at any time designated as having special flood hazards, a blanket policy of flood insurance in an amount equal to one hundred percent (100%) of the insurable value of all Buildings and other insurable property located in the flood hazard area, based upon the then replacement cost, or, the maximum coverage available under the National Flood Insurance Administration Program, as amended, whichever less;

(c) Workmen's compensation insurance if and to the extent necessary to meet the requirement of law; and

(d) Such other insurance as the Board of Directors may determine, or as may be requested from time to time by a majority of the votes of the Unit Owners, or as

required by the Federal Home Load Mortgage Corporation, the Federal National Mortgage Association or by law.

Section 5. Separate Insurance. Each Unit Owner shall have the right, at such owner's expense, to obtain insurance for his or her own Unit and for his or her own benefit and to obtain insurance coverage upon such Unit Owner's personal property and for such Unit Owner's personal liability as well as upon any permitted betterments and improvements made by such Unit Owner to his or her Unit.

Section 6. Insurance Trustee.

(a) All physical damage insurance policies purchased by the Board of Directors shall provide that, with respect to any single loss, if the proceeds thereof exceed One Hundred Thousand Dollars ($100,000.00), then all such proceeds shall be paid in trust to such bank, insurance company, trust company or other agency, with trust powers, located in the State of Wisconsin, as may be designated by the Board of Directors (which trustee herein is referred to as the "Insurance Trustee"). If such proceeds do not exceed One Hundred Thousand Dollars ($1000,000.00), then all such proceeds shall be paid to the Board of Directors to be applied pursuant to the provisions of Article IX of these Bylaws.

(b) The Board of Directors shall enter into an Insurance Trust Agreement with the Insurance Trustee chosen by the Board of Directors. The Insurance Trust Agreement shall provide that the Insurance Trustee shall not be liable for the payment of premiums, the renewal of the policies, the sufficiency of coverage, the form or contents of the policies, the correctness of any amounts received on account of the proceeds of any insurance policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same, in trust, for the purposes stated in these Bylaws for the benefit of the insured and their beneficiaries.

Section 7. Board of Directors as Agent. By acceptance of the deed to his or her Unit, each Unit Owner shall be deemed to have appointed the Unit Owners' Association as his or her attorney-in-fact for the purpose of purchasing and maintaining the above-described policies of insurance, including, where applicable, the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents and the performance of all other acts necessary to accomplish such purpose.

ARTICLE IX
Repair and Reconstruction After Fire or Other Casualty

Section 1. General Requirements.

(a) When Repair and Reconstruction are Required. Except as provided in paragraph (b) of this Section, in the event of damage to or destruction of all or any part of

the Condominium as a result of fire or other casualty, the Board of Directors shall arrange for and supervise the prompt repair and restoration of the Condominium (excluding only betterments and improvements supplied or installed by or other personal property of the Unit Owners in the Units). Notwithstanding the foregoing, each Unit Owner shall have the right to supervise the interior cosmetic redecoration of his or her own Unit.

By acceptance of the deed to a Unit, each Unit Owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Unit Owner's Association by unanimous consent pursuant to the Section 9, Article II of these Bylaws and shall constitute the determination by the Unit Owners and the Association to repair or reconstruct as required by the Act. If, notwithstanding the foregoing provisions and except as provided in paragraph (b) of this Section, such a determination is submitted to the vote of the Unit Owners, then the vote of one Unit Owner shall be sufficient to determine to repair or reconstruct.

(b) When Reconstruction is Not Required. If the Condominium is destroyed by fire or other casualty to an extent more than the available insurance proceeds and if within one hundred twenty (120) days after the date of such destruction Unit Owners owning Units to which at least seventy-five (75%) of the votes in the Unit Owners' Association appertain and Eligible Mortgagees holding two-thirds of all Eligible Mortgages owned in the Condominium agree to waive and terminate the Condominium regime, the Condominium shall be subject to an action for partition, in which event the net proceeds of sale and the insurance policies, if any, shall be considered as one fund, and distributed by the Board of Directors of the Insurance Trustee, as the case may be, among all the Unit Owners in proportion to their respective Percentage Interests, after first paying out of the share of each Unit Owner, to the extent sufficient for this purpose, the amount of any unpaid liens on such Unit Owner's Condominium Unit, in the order of the priority of such liens. Until the execution of judgment partitioning the Condominium, each Unit Owner, and his or her heirs, personal representatives, successors or assigns, shall have an exclusive right of occupancy of that part of the Condominium which formerly constituted his or her Unit.

Section 2. Procedure for Reconstruction and Repair.

(a) Cost Estimates. Immediately after a fire or other casualty causing damage to any part of the Condominium, the Board of Directors shall obtain detailed estimates of reconstruction and repair costs so as to restore the Condominium to a condition as good as that existing before such fire or other casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary or desirable.

(b) Casualty Assessments. If the proceeds of insurance maintained by the Board of Directors are not sufficient to defray the estimated costs of reconstruction and repair and reconstruction is required, or if at any time during reconstruction and repair, the funds for the payment thereof are insufficient, special casualty assessments in sufficient amounts to provide payment of such costs shall be levied by the Board of Directors. Such special casualty assessments shall not be allocated among Units in the manner provided in Section 6 of Article V hereof (relating to special assessments relating to repair or replacement of Limited Common Elements), but shall instead be deemed to be a general obligation of all Unit Owners; accordingly, the Board of Directors shall levy such special casualty assessments against all Unit Owners in proportion to the each Unit's obligation to pay Common Expenses. Special casualty assessments shall not require the approval of the Unit Owners' Association, anything in these Bylaws to the contrary notwithstanding.

(c) Determination Amount of Special Casualty Assessment; Use of Reserve Funds. If the Board of Directors determines that the repair or reconstruction of any portion of the Condominium (including one or more Buildings) after a casualty will, upon completion, materially reduce the necessity of maintaining any reserve fund at its then current level, the Board of Directors may utilize such reserve fund to the extent it deems appropriate to reduce or eliminate the amount of any special casualty assessment. Any savings resulting therefrom shall be attributed to the Unit Owners owning Units benefitted by any such reserve fund.

(d) Plans and Specifications. Any reconstruction or repair of the Condominium in accordance with this Article shall be made substantially in accordance with the plans and specifications under which the condominium originally was constructed, subject to the requirements of applicable law at the time of such reconstruction or repair.

Section 3. Disbursements.

(a) Construction Fund. The net proceeds of insurance collected on account of casualty, together with any sums received by the Board of Directors from collections of special casualty assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner: If the estimated cost of reconstruction and repair is One Hundred Thousand Dollars ($100,000.00) or less, then the construction fund shall be disbursed in payment of such costs upon order of the Board of Directors; if the estimated cost of reconstruction and repair is more than One Hundred Thousand Dollars ($100,000.00), then the construction fund shall be disbursed in payment of such costs by the Insurance Trustee upon approval of an architect qualified to practice in the State of Wisconsin and employed by the Insurance Trustee to supervise such reconstruction and repair, payment to be made from time to time as the work progresses. The architect shall be required to furnish a certificate giving a brief

description of the services and materials furnished by the various contractors, subcontractors, materialmen, the architect and other persons who have rendered services or furnished materials in connection with such reconstruction and repair and stating that: (i) the sums requested by them in payment are justly due and owing and do not exceed the value of the services and materials furnished; (ii) there is no other outstanding indebtedness known to such architect for the services and materials described; and (iii) the cost as estimated by such architect for the work *remaining to* be done subsequent to the date of such certificate does not exceed the amount of the construction fund *remaining after* payment of the sum so requested.

(b) Surplus. The first monies disbursed in payment of the cost of reconstruction and repair shall be from insurance proceeds and, if there is a balance in the construction fund after the payment of all of the costs of reconstruction and repair for which the fund is established, such balance shall be divided among all Unit Owners who paid special casualty assessments levied pursuant to Section 2 of this Article in proportion to their payments, and if special casualty assessments were not levied, any balance shall be disbursed in the same manner as surplus common assessments are disbursed pursuant to Section 4 of Article V hereof.

(c) Common Elements. When damage is to both Common Elements and Units, the insurance proceeds shall be applied first to the cost of replacing and repairing those portions of the Common Elements which enclose and/or service the Units, next to the cost of replacing and repairing the perimeter walls of the Units, next to the cost of replacing and repairing the other Common Elements, and the balance, if any, to the cost of replacing and repairing the Units.

(d) Certificate. The Insurance Trustee shall be entitled to rely upon a certificate executed by the President (or the Vice President) and the Secretary of the Unit Owners' Association, certifying (i) whether the damaged property is required to be reconstructed and repaired, (ii) the name of the payee and the amount to be paid with respect to disbursement from any construction fund, and (iii) all other matters concerning the holding and disbursing of any construction fund. Any such certificate shall be delivered to the Insurance Trustee promptly after request.

Section 4. Common Elements: When Reconstruction Is Not Required. If the Board of Directors elects not to repair insubstantial damage to the Common Elements, the Board of Directors shall remove all remains of the damaged improvements and restore the site thereof to an acceptable condition compatible with the remainder of the Condominium and the balance of any insurance proceeds received on account of such damage shall be distributed among all Unit Owners in proportion to their respective Percentage Interests.

ARTICLE X
Condemnation

In the event of a taking under the power of eminent domain, the allocation of the award and the obligation of the Association to repair or reconstruct shall be as set forth in Section 703.19 of the Act, as amended or renumbered from time to time, and generally in accordance with the procedure for casualty repairs described in Section 2 and Section 3 of Article IX hereof.

ARTICLE XI
Neighborhoods

Section 1. Formation.

(a) Board of Directors. The Board of Directors, on its own motion or upon receipt by the Secretary of the Association of a petition executed by the Unit Owners owning Units to which fifty percent (50%) of the votes of the proposed Neighborhood appertain, may, but shall not be obligated to, from time to time designate specific geographical areas of the Condominium as Neighborhoods or redefine boundaries of existing Neighborhoods. These Neighborhoods should be geographically distinct areas, and the Unit Owners owning Units within a Neighborhood ("Neighborhood Unit Owners") should have certain interests in common with other Unit Owners owning Units in the same Neighborhood. Examples of such common interests would be that certain Common Elements, referred to as Neighborhood Common Elements, serve their Neighborhood to the exclusion of other Neighborhoods or that the necessary majority of Unit Owners in a Neighborhood desire either to acquire additional or more distinctive Common Elements (e.g. lighting and entranceways) or to implement a more restrictive set of Rules and Regulations in their Neighborhood than the Rules and Regulations that then currently affect the Condominium.

(b) Neighborhood Unit Owners. The Unit Owners owning Units to which at least fifty percent (50%) of the votes in a distinct geographical area of the Condominium appertain may request the Board of Directors to designate such area as a Neighborhood and redefine any existing Neighborhoods by submitting a petition to the Board of Directors executed by said Unit Owners. The Board of Directors must consider any such request but is under no obligation to grant it.

Section 2. Neighborhood Assessments. Pursuant to the Declaration and these Bylaws, the Board of Directors may levy common or special Neighborhood Assessments against specific Units as a result of the Reserved General or Limited Common Elements appurtenant to such Unit to the exclusion of certain other Units located in the Condominium. The Units within a Neighborhood may share certain Neighborhood Common Elements to the exclusion of other Units in the Condominium and on that basis

the Board of Directors may levy common or special Neighborhood Assessments against the Units in any Neighborhood for the repair, replacement, maintenance and reserves for said Neighborhood Common Elements and may designate an area of the Condominium as a Neighborhood solely for the purpose of the ease of administering these Neighborhood Assessments.

Section 3. Neighborhood Committee.

(a) First Meeting. Once a Neighborhood has been designated, the Board of Directors shall, in the case of a designation by the Board of Directors, call a meeting of all Neighborhood Unit Owners within sixty (60) days of such designation. The Secretary of the Association shall send notices for such meeting to all Neighborhood Unit Owners no more than twenty-one (21), but not less than ten (10) days, before the meeting setting forth the time, date, place and purpose of such meeting. At the meeting, a representative of the Board of Directors shall explain the Neighborhood system. Within sixty (60) days after said meeting, the Unit Owners owning Units in the Neighborhood shall meet and elect representatives in accordance with the terms and conditions of Section 3 (b) hereof.

(b) Formation of a Committee.

i. Members of the Neighborhood Committee. Within sixty (60) days after the meeting referred to in subparagraph (a) hereof, the Unit Owners of Units within each Building within a Neighborhood shall elect one (1) member, the Neighborhood Building Representative, to serve on the Neighborhood Committee. All members of Neighborhood Committees must be Unit Owners of Units within the Building appointing said member or partners, officers, directors, trustees, agents or employees of Unit Owners of Units within said Building who are not natural persons.

ii. Terms. The first Neighborhood Building Representatives elected from Buildings assigned even numbers on the Plats shall be elected for a two (2) year term and the first Neighborhood Building Representatives elected from Buildings assigned odd numbers on the Plats shall be elected for a one (1) year term and thereafter all Neighborhood Building Representatives elected from any Buildings shall be elected for a period of two (2) years.

iii. Non-designation of Neighborhood Building Representatives. If the Unit Owners in a Building cannot agree on a Neighborhood Building Representative, then the Board of Directors may poll said Unit Owners by written ballot and based on the results of such poll, designate a Neighborhood Building Representative.

iv. Committee Meetings. A Neighborhood Committee may meet from time to time in the discretion of the committee, but in no event less than twice in any given year. Prior to any Neighborhood Committee meeting, a person designated to act as Secretary of the Neighborhood Committee shall send out or personally deliver written notices to each member of the

Neighborhood Committee no more than thirty (30), but not less than ten (10), days before a meeting setting forth the date, time, place and purpose of such meeting.

v. Neighborhood Committee Representative. The Committee shall designate one of its members to act as a Neighborhood Committee Representative to appear before the Board of Directors on behalf of the Committee.

vi. Attendance at Meetings of the Board of Directors. The Neighborhood Committee Representative is entitled to be present at all meetings of the Board of Directors. The Secretary shall give notice to all Neighborhood Committee Representatives of any meeting of the Board of Directors in the same manner as notice is given to a member of the Board of Directors. Neighborhood Committee Representatives shall attend these meetings solely in a representative capacity and shall not be entitled to vote thereat.

vii. Quorum; Neighborhood Committee. Except as otherwise provided in these Bylaws or as required by law, the presence, in person or by proxy, of Neighborhood Building Representatives representing thirty-five percent (35%) of the Units in the Neighborhood shall constitute a quorum at and throughout all meetings of the Neighborhood Committee.

viii. Quorum: Neighborhood Unit Owners. Except as otherwise provided in these Bylaws or as required by law, the presence, in person or by proxy, of Neighborhood Unit Owners owning thirty-five percent (35%) of the Units in the Neighborhood shall constitute a quorum at and throughout all meetings of the Neighborhood Unit Owners.

ix. Neighborhood Action. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Neighborhood Committee and the Neighborhood Unit Owners shall be made by a majority of the votes of the Neighborhood Building Representatives or the Neighborhood Unit Owners, present, in person or by proxy, at a meeting of the Neighborhood Committee or the Neighborhood Unit Owners, respectively, at which a quorum is present.

Section 4. Powers of the Committee; Notice; Hearings.

(a) Request and Petition to the Board. Upon delivery of a petition to the Secretary executed by Neighborhood Unit Owners owing Units to which at least sixty-six and two-thirds percent (66-2/3%) percent of the votes in the Neighborhood appertain and requesting that the Board of Directors provide additional maintenance services to the Neighborhood (e.g. more frequent painting, snow shoveling, etc.) over and beyond that provided the condominium in general; and/or requesting that the Board of Directors arrange for special Neighborhood Common Elements for the Neighborhood (e.g. lighting, entranceways, landscaping, or distinctive mailboxes, etc.) (provided that the Neighborhood Unit Owners agree to pay all assessments associated with any such additional maintenance or special Neighborhood Common Elements); and/or requesting that the Board of Directors implement a more restrictive set of Rules and Regulations in the Neighborhood than that which is implemented in the Condominium, in

general, and upon a presentation to the Board of Directors by Neighborhood Committee Representative of the Neighborhood so making such reques(s), then at the next meeting of the Board of Directors after the delivery of said petition, the Board of Directors shall consider providing for such items or adopting such rules and regulations for the Neighborhood as set forth in the petition.

(b) Response of the Board; Hearing. The Board of Directors may in its sole discretion elect to provide some or all of the items requested in the petition and/or adopt some or all of the rules and regulations set forth in the petition. If the Board so elects to provide such items, the Secretary of the Association shall send a notice to all of the Neighborhood Unit Owners setting forth such items or such rules and regulations and the estimated cost per Unit Owner to be obtained through common or special assessments, if any, for such items. If, within thirty (30) days after the sending of such notice, more than twenty percent (20%) of the Neighborhood Unit Owners object in writing to the Secretary of the Association to such items, assessments or rules and regulations, the Board of Directors shall hold a hearing and a vote. The Secretary shall send a notice setting forth the time, date, place and purpose for such hearing to all Neighborhood Unit Owners no more than thirty (30), but not less than ten (10), days in advance of such hearing and/or vote. Immediately after the hearing (which hearing shall be conducted by the Board of Directors) and provided that a quorum is present, a vote of Neighborhood Unit Owners shall be taken as to whether or not such items, assessments and/or rules and regulations should in fact be instituted. If a quorum is not present, then the meeting shall be reconvened within then (10) days after the hearing at a date, time and place to be set at such meeting, no notice shall be required, and only twenty percent (20%) of the Neighborhood Unit Owners need be present to constitute a quorum at the second meeting. Such items, assessments, rules or regulations shall be instituted by the Board of Directors only if seventy-five percent (75%) of the Neighborhood Unit Owners who are present at the meeting and who are entitled to vote thereat, consent to such items, assessments, rules or regulations.

Section 5. Termination. The Board of Directors may disband any Neighborhood Committee upon thirty (30) days written notice to each Unit Owner owning a Unit within the affected Neighborhood. The termination of a Neighborhood or the disbanding of a committee does not in any way limit or restrict the Board's ability to levy common or special assessments against those Units to which particular Reserve General Common Elements, Neighborhood Common Elements or Limited Common Elements appertain.

ARTICLE XII
Neighborhood Building Representatives

Section 1. Election and Term of Neighborhood Building Representatives. Neighborhood Building Representatives shall be elected in the manner and for the terms set forth in Article XI hereof.

Section 2. Duties of Neighborhood Building Representatives. Neighborhood Building Representatives shall be responsible for the following:

(a) Meetings: Notice. At least two (2) times during any given year, a Neighborhood Building Representative shall arrange for a meeting of all Unit Owners owning Units in the Neighborhood Building Representative's Building. The Neighborhood Building Representative shall send out or personally deliver written notices of each meeting at least ten (10) days before the meeting, setting forth the date, time, place and specific purposes, if any of the meeting (the "Building Meetings").

(b) Purpose: Meetings. The general purpose of the meetings described in subparagraph (a) shall be to determine any specific problems or concerns that the Unit Owners of Units within the Building may have with respect to the Building, the Neighborhood, the Neighborhood Common Elements, Neighborhood rules and regulations, the administration of the Condominium or similar matters.

(c) Procedure: Meetings. At the meetings described in subparagraph (a) above, the Neighborhood Building Representative shall, in writing, list all of the Unit Owners and residents present and shall proceed to conduct the meetings. After full discussion of the matters raised at the meetings, the Unit Owners shall vote on whether the Neighborhood Building Representative shall approach the Neighborhood Committee as to any of the matters discussed at that meeting. If a majority of the Unit Owners owning Units in the building present, in person or by proxy, (provided that at least a majority of the Unit Owners are so present) vote to direct the Neighborhood Building Representative to approach the Neighborhood Committee as to any such matter of matters, the Neighborhood Building Representative shall undertake to do so in accordance with subparagraph (d) and Section 2 hereof.

(d) Neighborhood Committee. If the Neighborhood Building Representative has been instructed at a Building Meeting to approach the Neighborhood Committee, then within thirty (30) days after the Building Meeting, the Building Representative shall in writing petition the Neighborhood Committee for a hearing.

Section 3. Procedure: Neighborhood Committee. At the next Neighborhood Committee meeting after receipt of the petition described in Section 2 (d) above, the Neighborhood Committee shall consider the concerns set forth by the Neighborhood Building Representative and may, in its sole discretion, either elect to have the Neighborhood Committee Representative present some or all of the issues raised by the Neighborhood Building Representative to the Board of Directors or may elect to take no action whatsoever with respect to the matters raised by the Neighborhood Building Representative.

ARTICLE XIII
Mortgagees

Section 1. Notices. Whenever so requested in writing by an Eligible Mortgagee, the Board of Directors promptly shall report to such Eligible Mortgagee (a) any sixty (60) day delinquency in the payment of assessments due by the Unit Owner of the mortgaged Unit, (b) any material damage to such Unit or to the Common Elements, and of any condemnation or similar proceeding which may affect the Eligible Mortgagee, (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and (d) any proposed action requiring the consent of Eligible Mortgagees in the Section of the Declaration captioned "Approval of Mortgagees".

Section 2. Representation at Association Meetings. All Eligible Mortgagees or their representatives shall be entitled to attend meetings of the Unit Owners' Association and shall have the right to speak thereat.

ARTICLE XIV
Compliance and Default

Section 1. Unit Owners Subject to Act, Declaration, Bylaws and Rules and Regulations. All Unit Owners shall be governed by and shall comply with the provisions of the Act, the Declaration, these Bylaws and the Rules and Regulations, as any of the same any be amended from time to time. A default by a Unit Owner shall entitle the Unit Owners' Association to the relief as provided in this Article.

Section 2. Legal Proceedings. An action to recover any sums due for money damages, injunctive relief, foreclosure of the lien for payment of assessments, any other relief provided for in these Bylaws or in the Declaration, or any combination thereof, and any other relief afforded by a court of competent jurisdiction, which may be sought by the Unit Owners' Association, the Board of Directors, or the Managing Agent shall not constitute an election of remedies.

Section 3. Costs and Attorneys' Fees. In any proceeding arising out of any alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and such reasonable attorneys' fees as may be determined by the court.

Section 4. Fines. The Board of Directors may levy reasonable fines against Unit Owners for violations of the Rules and Regulations, the Condominium Documents or the Act by the Unit Owner, his or her family members, guests, invitees, employees and/or agents. No fine may be levied for more than one percent (1%) of such Unit Owner's annual assessment for any one violation; but each day a violation continues after notice is given to the Unit Owner is a separate violation. If a Unit Owner requests in writing a hearing before the fine is imposed, the imposition of the fine shall be suspended until hearing before the Board of Directors is held. Fines are special assessments and shall be

collectible as such. Fines shall be paid no later than thirty (30) days after notice of the imposition thereof. All monies received from fines shall be allocated as directed by the Board of Directors. These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Unit Owner's Association may be otherwise equally entitled; however, any penalty paid by the offending Unit Owner or occupant shall be deducted from or offset against any damages the Association may otherwise be entitle to recover by law from such Unit Owner or occupant.

Section 5. No Waiver of Rights. The failure of the Unit Owners' Association to enforce any right, provision, covenant or condition which may be granted by the Act, the Declaration, these Bylaws or the Rules and Regulations shall not constitute a waiver of the right of the Unit Owners' Association to enforce such right, provision, covenant or condition in the future. All rights, remedies and privileges granted to the Unit Owners' Association pursuant to any term, provision, covenant or condition of the Declaration, these Bylaws or the Rules and Regulations shall be deemed to be cumulative, and the exercise of any one or more thereof shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such rights as may be granted to such party by the Condominium Act, the Declaration, these Bylaws or the Rules and Regulations, or at law or in equity. A suit to recover a money judgment for unpaid assessments shall be maintainable without foreclosure or waiving the lien securing the same and foreclosure shall be maintainable notwithstanding the pendency of any suit to recover a money judgment.

Section 6. Abatement and Enjoinment of Violations by Unit Owners. The violation of any Rule or Regulation adopted by the Board of Directors, or any breach of these Bylaws or the breach of any provision of the Act or the Declaration shall give the Unit Owners' Association the right, in addition to any other rights set forth in these Bylaws (a) to enter the Unit in which or as to which such violation or breach exists and summarily to abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that constitutes such violation and the Board of Directors shall not thereby be deemed guilty in any manner of trespass, or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach, as provided by law.

Section 7. Grievance Procedure.

(a) The Board of Directors or any Unit Owner may file a written complaint with the Secretary of the Unit Owners' Association against another Unit Owner, or the Association for violation of the Act, the Declaration, these Bylaws and any Rules and Regulations promulgated hereunder. Upon receipt of a complaint, the Secretary shall furnish a written notice of the alleged violation, the penalties therefor and the hearing procedure to the Unit Owner complained of by personal delivery or by certified mail, return receipt requested. The Unit Owner complained of may within fifteen (15) days of the delivery or mailing of the notice file a written answer with the Secretary admitting or denying the allegations of the notice. If, within the time period allowed, the Unit Owner

complained of fails to file an answer or admits the allegations of the notice, a violation will be conclusively deemed to have occurred. If, within the time period allowed, the Unit Owner complained of denies the allegations of the notice, the Secretary shall schedule a hearing before the Grievance Committee to be held no more than thirty (30), but not less than fourteen (14) days, after delivery or mailing of a notice of hearing to the parties.

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

(c) The hearing shall be conducted by the Grievance Committee. The Board of Directors shall represent the complaining Unit Owner. The parties and the Grievance Committee shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each Unit Owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules or evidence shall not be required. Within (7) days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the Unit Owners.

(d) Upon a determination by the Grievance Committee that a violation has occurred, the Board of Directors may, without limiting any other rights set forth in the Bylaws, impose a fine as described in Section 4 above.

ARTICLE XV
Miscellaneous

Section 1. Amendments. These Bylaws may be amended by the agreement of Owners of Units to which at least sixty-six and two-thirds percent (66-2/3%) of the votes in the Unit Owners' Association appertain and in the manner provided by Section 703.10 (5) of the Act. No such amendment shall be effective until an affidavit of an officer of the Unit Owners' Association setting forth said amendment and stating that the requisite number of Unit Owners have consented to such amendment is recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin. No amendment of these Bylaws may be adopted which shall be inconsistent with the provisions of the Act of the Declaration. An amendment once adopted and recorded as provided for herein shall then constitute part of the official Bylaws of the Condominium, and all Unit Owners shall be bound to abide by such modification or amendment. Anything herein to the contrary notwithstanding, and subject to any limitations imposed by the Act (with specific reference to Section 703.10 thereof), and except as required to comply with the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Veterans' Administration or any other governmental of quasi-

governmental agency insuring or involved in the making or purchasing of Mortgages of any Unit,

(a) no amendments to these Bylaws shall be adopted that could abridge, modify, eliminate or otherwise affect any privilege granted or reserved by the provisions of these Bylaws to Eligible Mortgagees; and

(b) this Section 1 shall not be amended except with the unanimous agreement of all of the Unit Owners in the Unit Owners' Association.

Section 2. Execution. Unless otherwise provided by a resolution of the Board of Directors, any documents or instruments, including, without limitation, amendments to these Bylaws or the Declaration, executed on behalf of the Unit Owners' Association shall be properly executed if signed by the President or Vice President and attested to by one other officer of the Unit Owners' Association.

Section 3. Notices. Except as otherwise provided in these Bylaws, all notices, demands, bills, statements or other communications required or permitted under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States mail, first-class postage prepaid, or otherwise as the Act may require or permit, (a) if to a Unit Owner, at the address that the Unit Owner shall designate in writing and file with the Secretary, or if no such address is designated, at the address of the Unit of such Unit Owner, of (b) if to the Unit Owners' Association, the Board of Directors or the Managing Agent, at the principal office of the Managing Agent or at such other address as shall be designated by notice in writing to the Unit Owners pursuant to this Section. If a Unit is owned by more than one person, each person who so designates an address in writing to the Secretary shall be entitled to receive all notices hereunder.

Section 4. Merger. Any merger or consolidation of the Unit Owners' Association with another corporation shall require the agreement of Owners of Units to which at least eighty percent (80%) of the votes in the Unit Owners' Association appertain and, to the extent applicable, shall be accomplished in compliance with the provisions of Sections 703.10(5) and 703.275 of the Act, Section 10.4 of the Declaration and Chapter 181 of the Wisconsin Statutes.

Section 5. Invalidity. The invalidity of any portion of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 6. Captions. The captions herein are inserted only as a matter on convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

IN WITNESS WHEREOF, the Board of Directors of Hidden Oaks of Greenfield Condominium Association, Inc., has caused these Bylaws to be executed this 15 day of December, 2014.

The Board of Directors

By: /s/ Jean G. Geil
Jean G. Geil, President

STATE OF WISCONSIN)
) ss:
COUNTY OF MILWAUKEE)

Personally came before me this 15th day of December, 2014, Jean G. Geil, President of the Board of Directors of Hidden Oaks of Greenfield Condominium Association, Inc., a Wisconsin nonstick corporation, who executed the foregoing on behalf of said corporation and acknowledged the same.

Name: /s/ Margarita Castaneda
Notary Public, State of Wisconsin, County of Milwaukee
My commission expires: 5-25-2018

EXHIBIT A

CHART OF MAINENANCE RESPONSIBILITIES
Hidden Oaks Condominium

Item	Association Responsibility	Owner Responsibility
Chimneys	X	
Decks and Patios (maintenance)		X
Decks and Patios (structural)	X	
Driveway	X	
Entrance Doors		X
Exterior Light Fixtures	X	
Exterior Lights – Bulbs		X
Exterior Painting	X	
Fences/Walls	X	
Garage Doors and Related Mechanical Equipment		X
Gutters/Leaders	X	
Landscaping – Front	X	
Landscaping – Rear	X	
Landscaping - Sides	X	
Mailbox		X
Radon Fans (added in 2011)*	X	
Roof Repair	X	
Screen and Storm Window Enclosures		X
Screens		X
Sewer System (fees)	X	
Sewer System (maintenance of laterals)	X	
Sidewalks/Walkways/Steps	X	
Sliding Glass Doors		X
Stoop (maintenance)		X
Stoop (structural)	X	
Sump and Batteries Which Serve Multiple Units	X	
Sump Pumps – Other		X
Water System	X	
Windows (including Skylights)		X

***Radon Fan in Unit 5126 is responsibility of unit owner**

HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC.

RULES, REGULATIONS AND GUIDELINES

2015

Under the Declaration of Hidden Oaks Condominium and the Association Bylaws, the Association, through its Board of Directors, has been granted authority to make rules and regulations regarding various matters, including use of common areas within Hidden Oaks. The Association's Board of Directors has adopted the following rules, regulations and guidelines. All rules, regulations and guidelines are in effect as of March 10, 2015.

These rules, regulations and guidelines are intended to benefit the residents as a whole by creating certainty as to, among other things, how the Association's common areas may be utilized and what conduct will be permitted within Hidden Oaks. The Board of Directors believes that these rules, regulations and guidelines will, in turn, make living in Hidden Oaks more enjoyable for the residents as a whole and will enhance property values. The current Board and preceding Boards have worked very hard to create rules, regulations and guidelines that are not overly burdensome to individual condominium owners, that provide condominium owners with some autonomy with respect to their units, and that can be evenhandedly and fairly applied to all residents.

These rules, regulations and guidelines may be amended from time to time by the Association's Board of Directors without notice or hearing to condominium owners and occupants, but a copy of any such amendments or modifications shall be mailed to each condominium owner or occupant at his or her condominium before such owner shall be subject to any such amendments or modifications.

1. MONTHLY PAYMENTS/LATE PAYMENT PENALTY POLICY - All

monthly fees are due on the first of each month. Residents will have a ten (10) day grace period in which to pay their monthly fees. Any fees not postmarked on or before the tenth day of each month will be subject to a $25.00 penalty. Interest may also be assessed at the compound rate of 1.5% per month. Interest will accrue on the overdue amount beginning as of the date the payment was due (i.e. the first day of the month for which the payment was due). Additionally, the delinquent unit owner will be required to pay any and all of the Association's costs of collection – including its reasonable attorney's fees.

Similarly, any special assessments or penalties levied by the Association from time to time shall be due on the date established by the Association's Board of Directors. Unit owners will have a ten (10) day grace period in which to pay special assessment and/or penalties. Any payments not postmarked on or before the tenth day after the due date will be subject to the penalty and interest provisions described above, and the Association will be entitled to recover its costs of collection, including reasonable attorney's fees, from the delinquent unit owner.

All payments must be sent to the Association (payable to Hidden Oaks Condominiums) as follows:

Hidden Oaks Condominiums
c/o Ogden and Company
1665 N. Water Street
Milwaukee, WI 53202

2. PETS AND PET EXCREMENT - Except as provided below, no animals, livestock, reptiles, poultry or birds of any kind shall be raised, bred, or kept within Hidden Oaks.

The Association may issue a permit to the occupant of a condominium to keep up to a maximum of two (2) domestic cats or two (2) small to medium size dogs (combined weight not to exceed seventy-five (75) pounds) or one (1) cat and one (1) small to medium size dog or other small household pets. No pets shall be kept, bred or maintained for any commercial purposes. No pets shall be permitted which cause an unreasonable disturbance or odor. Any occupant issued a permit agrees to allow the Association the right, on 24 hours notice, to inspect the animals and weigh the dogs.

Any owner or occupant of a condominium within Hidden Oaks who desires to keep a pet within the condominium shall apply to the Association for a permit to keep such a pet. The permit issued by the Association, which shall be in the form of Exhibit A to these rules, regulations and guidelines, shall be deemed a revocable license which may be revoked at any time following notice and a hearing before the Association's Board of Directors if, in the reasonable judgment of the Association's Board of Directors, such a licensed animal is or becomes offensive, a nuisance, or harmful in any way to Hidden Oaks or those occupying or owning units there.

All permitted pets shall be housed indoors and, if allowed outdoors or in an open garage, shall be kept on a handheld leash within the control of a person. No pets shall be permitted loose within the Association's common areas.

All pets shall be licensed by appropriate municipalities if required.

Pet excrement in common areas MUST be removed immediately by the owner or occupant of the condominium in which the pet resides.

3. HOLIDAY AND SEASONAL DECORATIONS - A Unit Owner or resident shall not cause anything to be affixed or attached to, hung, displayed or placed on exterior walls, doors, windows, or aluminum covered pillars of the Building, with the following exceptions:

(i) a U.S. Flag with holder may be attached to the exterior of the Building;

(ii) a reasonable number of holiday/seasonal decorations, either lit or unlit, may be displayed on the exterior and in Limited Common Elements during a reasonable holiday/seasonal period and shall be promptly removed after the holiday/seasonal period. Christmas decorations shall be removed by January 15th. No screws, nails, or similar fasteners shall be inserted, nor adhesives applied, on the exterior for decorations. (Limited Common Elements are those areas next to the unit.) The Board determines what is a reasonable number considering harmony of external design, soundness and visual aesthetics, and whether there are any objections from other unit owners.

(iii) strings of lights require prior Board approval, and

(iv) holiday/seasonal lights and decorations may be displayed on the interior of windows during a reasonable holiday/seasonal period and such interior Christmas decorations shall be removed by January 15th.

The repair of any damage to siding or the structure as a result of the placement of seasonal or holiday decorations is the responsibility of the unit owner. If damage is not repaired by the unit owner within 14 days, the Board will have it repaired and bill the unit owner. If snow removal or other maintenance cannot be performed as a result of the placement of any seasonal or holiday decorations, then the unit owner is responsible for prompt snow removal or other maintenance. Some units have existing nails for decorations and may continue to use them understanding they are liable for damage to the building therefrom. Aluminum covered pillars may not have plant holders attached.

4. VISITOR AREAS AND GARAGE APPROACH PARKING - Common element parking spaces for guests are used on a first come/first serve basis. Common element parking is not allowed for more than seven consecutive days or more than 10 days in any consecutive thirty day period without prior Board approval.

No junk or derelict vehicles, or other vehicle on which current registration plates are not displayed, are permitted on Common Elements. Vehicle repairs other than

ordinary light maintenance and car washing are not permitted on the Property. No vehicle shall be stored on the garage approach for more than ten (10) days, and vehicles must be removed from the garage approach during and after snowfall to facilitate snow removal, or the owner is responsible for prompt snow removal.

Large vehicles should be parked in the garage to avoid blocking the roadway.

5. "FOR SALE" SIGNS AND OTHER SIGNS - No "For Sale" signs may be displayed anywhere in Hidden Oaks (including within any condominium units) except as permitted below:

A unit owner may display one "For Sale" sign in connection with an attempt to sell the condominium. The sign shall be no larger than 30" by 20" and may be contained within a metal frame. Large posts with a sign hanging from a horizontal arm such as those used by real estate brokers shall not be used.

A unit owner desiring to display a "For Sale" sign pursuant to this rule must first provide the Association with at least seven (7) days prior written notice. This notice must be sent to the Association at Ogden & Company, as property manager.

The above-authorized "For Sale" sign is the only sign that may be placed on the common grounds of Hidden Oaks. Display of "For Rent" signs is not permitted.

No person may post any advertisement, poster or sign of any kind on the exterior of a Unit or in the windows of a unit, except as permitted by the Board of Directors or when required by law; provided, however, that any sign permitted by the Board of Directors or required by law shall not under any circumstances be larger than 30" by 20".

6. STORAGE ON DECKS, PATIOS AND PORCHES, AND ON PROPERTY - No objects may be stored outside on Limited or Common Elements, decks, patios and porches, except in areas (if any) designated for such purpose. Objects include storage of furniture, pots, grills, yard decorations, etc., over the wintertime.

7. LAUNDRY ON DECKS, PATIOS AND PORCHES OR PROPERTY – Decks, patios and porches and other exterior areas of the property may not be used for the airing or drying of laundry.

8. STORAGE OF HAZARDOUS MATERIALS - Under no circumstances are any hazardous materials, including, but not limited to, gasoline, explosives, or any similar highly flammable materials, to be stored anywhere within the living quarters or basement of any unit of Hidden Oaks. This includes any gasoline-powered equipment

9. PUBLIC SOCIAL ACTIVITIES - Rummage sales, garage sales, or any type of social activity open to the general public will NOT be permitted.

10. GARAGE/ENTRANCE/PATIO LIGHTS - Because Hidden Oaks does not have any street or driveway lighting on the common grounds, and in the interest of security and the safety of residents, all unit owners are strongly encouraged to have their outside garage lights and entrance or patio lights (depending on location and proximity to neighbors) turned on during hours of darkness to eliminate, as far as possible, areas of darkness among the units. Photoelectric light sockets are available at a reasonable price and will do the job automatically if the light fixture is not so equipped.

11. GAS AND CHARCOAL GRILLS - Gas and charcoal grills with an open flame can only be ignited and used 10 feet away from the building or from an overhang. Per the Greenfield Fire Department. Please make sure they are cooled before placing back next to Building or inside the Building.

12. WIND CHIMES - Wind chimes are allowed with the following restrictions: (1) Only one (1) wind chime per unit; (2) size must be limited to no longer than 12"; and (3) in the event that the wind chime disturbs a neighboring unit owner, the wind chime must be removed.

13. BIRD FEEDERS - Bird feeders, regular or tube, are allowed with the following restrictions: (1) No more than two (2) bird feeders per unit; (2) bird feeders are limited to small to medium dimension; (3) each bird feeder must have a tray to catch seed; (4) all bird feeders must be placed off the grass and away from sidewalks; (5) the location of the bird feeders must not impede maintenance personnel; (6) the ground beneath the bird feeders must be kept clear of bird seed and bird residue; and (7) the resident assumes all responsibility for maintenance of the bird feeder(s).

14. BIRD BATHS - Bird baths are allowed with the following restrictions: (1) only one (1) bird bath per unit; (2) the bird bath must be placed only on the patio/deck side of the unit and must be placed on the rock area, deck or patio; (3) placement of a bird bath must not impede maintenance personal; and (4) the resident assumes all responsibility for the maintenance of the bird bath.

15. STATUES AND LAWN ORNAMENTS - Statues are limited to 24 inches in height. Statues and lawn ornaments are allowed on the rock bed areas only next to the unit or on decks/patios/porches. In-ground support trellises are allowed but not attached to the building. A "mini" flag and holder placed in the rock bed area next to the unit is allowed.

16. POTTED PLANTS AND IN-GROUND PLANTING RESTRICTIONS

- No in-ground planting is allowed. The exception is those units that had previous arrangements either through the builder or realtor or prior board action. Such exceptions are no longer granted. Once those plants or shrubs that have exceptions have died, the area reverts back to an area where no in-ground planting is allowed and landscaping is returned to original condition at owner's expense subject to Board discretion.

A limited number of pots and hanging plants from shepherd hooks is allowed in the limited common areas next to the unit. Pots with plants must be removed if the plants are dead, or after the first frost. Pots with frost-resistant winter hardy plants may remain until the plants have died. The Board limits the number to ten (10) pots and two (2) shepherd hooks. Anything more requires separate Board approval in writing using the contact form. Permission is given to Units 5222, 5224 and 5226 to place their two (2) shepherd hooks with hanging plants in the mulched area to the south of their units, as long as such hooks and plants do not impede maintenance personnel.

Absolutely no vegetables are to be planted in the ground under any circumstance or regardless of any prior arrangement.

If any damage occurs to the siding, aluminum/vinyl trim, or structure of the building as a result of plantings done by the unit owner, with or without Board approval or other arrangement, then the unit owner is responsible for the repair of the damaged area. If damage is not repaired by the unit owner within 14 days, the Board will have it repaired and bill the unit owner. This includes damage from insects or rodents in the planting bed areas, and mold, mildew and water damage to the building from the planting bed areas.

17. LANDSCAPING CHANGES – The Board of Directors conducts a spring "walk around" inspection to compile a list of dead shrubs and bushes which will be removed and replaced as the budget allows.

Any replacement of bushes and shrubs by the unit owner can be done with Board permission at unit owner's expense. The unit owner may ask for replacement of a shrub with its choice and the Association's landscaper will approve it if found suitable. If not suitable, the landscaper will make recommendations to the unit owner.

Any changes in the landscaping are subject to decision of the Board of Directors (or Design Review Committee). This includes additions to landscaping or removal of shrubs and bushes from the landscaping.

A contact form may be completed informing the property manager of the fact that a bush has died which will be kept on file. **No shrubs or bushes are to be removed by the unit owner, even if dead.** If a unit owner wishes to have a dead shrub or bush

replaced at the unit owner's expense, the replacement must be approved by the landscaper and the Board of Directors.

18. CONTACT OR INTERFERENCE WITH WORKERS – Unit Owners may not interfere with lawn workers or other tradesmen working on the property. Unit Owners should contact the Property Manager or the Buildings and Ground representative (if one is designated), or a Board member, about any complaints or concerns, and with any requests for special or additional services, prior to or as the work progresses.

19. SHRUB TRIMMING - Shrubs and bushes will be trimmed per contract in late spring and late fall. All shrubs and bushes will be trimmed including rose bushes unless the landscaper determines otherwise.

20. GARBAGE CARTS - Garbage and recycling carts are to be placed outside for pickup per schedule and in locations designated by the disposal contractor. The schedule is available from the City of Greenfield website. Carts should be returned to the inside of the unit's garage by the end of that pickup day.

21. WINDOWS, SCREENS AND EXTERIOR DOORS - These are the unit owner's responsibility; but replacement windows and doors need prior approval of the Board in writing as to harmony of existing design, soundness and visual aesthetics. See Rule 24. Exhibit B attached would need to be submitted.

22. WINDOW COVERINGS – Unit Owners are to maintain a good appearance of their unit from the exterior which includes the window treatments.

23. GARAGE DOORS, WEATHER-STRIPPING AND HARDWARE.
The unit owner is responsible for the repair and maintenance of the unit's garage door, and any and all hardware (including without limitation garage door openers and related mechanical equipment, if any) associated therewith. This includes weather-stripping on the bottom of the door and weather-stripping attached to the frame of the garage which was installed with the garage door.

24. EXTERIOR ADDITIONS - Any addition or alteration which a unit owner desires to make which would affect the exterior of a unit, such as a skylight, satellite or other external antenna, railings, steps, replacement windows or doors including garage doors, etc., must have the prior written approval of the Association's Board of Directors. A request for approval of a non-antenna addition or alteration shall be in the form of Exhibit B to these rules, regulations and guidelines. A request to install a satellite dish or other external antenna shall be in the form of Exhibit C. No alteration or addition shall be made prior to receipt of such written approval

25. SATELLITE RECEIVING SYSTEM EQUIPMENT - Satellite receiving system equipment may be approved by the Board of Directors if less than 20 inches in diameter with the condition that the unit owner is responsible for all installation, maintenance, and damages caused by the satellite receiving system to the structural integrity of the unit and condominium complex. The unit owner will be responsible for the removal of the satellite system equipment and the restoration of the unit to the condition prior to system installation when the unit owner moves. This rule applies to other external antenna as well as satellite receiving system equipment.

26. LEASING OF CONDOMINIUMS - Any condominium owner may lease a condominium for a term of not less than six (6) months, provided that such condominium owner shall have first occupied the condominium for a period of six (6) consecutive months and provided further that any lease or rental agreement be in writing. Any person occupying a unit with the authority of an owner shall comply with all of the provisions of the Condominium Declaration, the Bylaws, and the Association's Rules and Regulations imposed on an owner. Each such lease shall contain a provision making a breach of any of the provisions of the Condominium Declaration, the Bylaws, or the Rules and Regulations of the Association a breach under the lease. No rooms in any condominium may be rented, and no transient tenants may be accommodated

27. CHART OF MAINTENANCE REPONSIBILITIES - Attached is a chart of maintenance responsibilities.

28. RECEIPT OF BYLAWS AND RULES, REGULATIONS AND GUIDELINES - Unit owners will be asked to sign a receipt for a copy of the current Bylaws and current Rules, Regulations and Guidelines. Attached is Exhibit D for that purpose, if one not previously signed.

29. CONTACT FORMS - Attached is a contact form. Please use the form when reporting any problem, or requesting service, or requesting permission from the condominium Association Board. It may be sent via email or U.S. mail to the Property Manager. You may also contact the Buildings and Grounds Representative, if one has been designated. You may also call the Property Manager directly with your concern. He may request a contact form if necessary. Forms can be obtained from the Property Manager, Board member, or Buildings and Ground representative, if one has been designated, as well.

30. EXHIBIT A – PET PERMIT, EXHIBIT B – REQUEST FOR APPROVAL OF ALTERATION OR ADDITION, EXHIBIT C – REQUEST TO INSTALL SATELLITE DISH, AND EXHIBIT D - RECEIPT FOR BYLAWS AND RULES, REGULATIONS and

GUIDELINES - Copies are attached. These forms can be obtained from the Property Manager as well.

HIDDEN OAKS ASSOCIATION BOARD
Contact Form

Please use this form to contact Michael Etteldorf of any issues or problems that arise within our Hidden Oaks community. A copy of this form will be returned to you listing any action taken.

For urgent problems requiring immediate attention, call Michael Etteldorf at (414) 270-4171. After business hours call (414) 276-5285.

Concern_____

_____

_____

_____

_____

_____

_____

(Your name) (Signature) (Date)

_____

(Address)

Please send to Michael Etteldorf
Ogden & Company
1665 N. Water St
Milwaukee, WI 53202
michaele@ogdenre.com

For Office Purposes

Dispatched to Contractor: Date _____Time _____

Board Approval Needed? Yes _____ No _____
Approval Date: _____

CHART OF MAINTENANCE RESPONSIBILITIES
HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC.

Item	Association Responsibility	Owner Responsibility
Chimneys	X	
Decks and Patios (maintenance)		X
Decks and Patios (structural)	X	
Driveway	X	
Entrance Doors		X
Exterior Light Fixtures	X	
Exterior Lights – Bulbs		X
Exterior Painting	X	
Fences/Walls	X	
Garage Doors and Related Mechanical Equipment		X
Gutters/Leaders	X	
Landscaping – Front	X	
Landscaping – Rear	X	
Landscaping - Sides	X	
Mailbox		X
Radon Fans (added in 2011)*	X	
Roof Repair	X	
Screen and Storm Window Enclosures		X
Screens		X
Sewer System (fees)	X	
Sewer System (maintenance of laterals)	X	
Sidewalks/Walkways/Steps	X	
Sliding Glass Doors		X
Stoop (maintenance)		X
Stoop (structural)	X	
Sump and Batteries Which Serve Multiple Units	X	
Sump Pumps – Other		X
Water System	X	
Windows (including Skylights)		X

*Radon Fan in Unit 5126 is responsibility of unit owner

EXHIBIT A – Rules, Regulations and Guidelines
HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC.
PET PERMIT

The Association hereby issues this permit to:

_____
(Name of Condominium Owner or Occupant)

_____
(Unit Address)
to keep the following described pet(s):

Type of Animal	Description	City of Greenfield License (if any)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This permit is issued subject to the terms and conditions set forth below and in applicable provisions of the Hidden Oaks of Greenfield Condominium Declaration and the Association Bylaws and Rules, Regulations and Guidelines.

This permit constitutes a revocable license and may be revoked following notice to the pet owner and a hearing before the Association's Board of Directors if, in the reasonable judgment of the Association's Board of Directors, there is any breach of this license or the condominium Declaration or the Association's Bylaws or Rules, Regulations and Guidelines related to pets or for any other reason permitted in the condominium Declaration. Upon revocation of this permit, the permit holder shall be responsible for any costs including, but not limited to, reasonable attorney's fees, incurred by the Association in enforcing its rights hereunder, which may be added as a special assessment against the unit owner for which the permit was issued.

The undersigned hereby acknowledges receipt of a copy of the Hidden Oaks of Greenfield Condominium Association Rules, Regulations and Guidelines and in consideration of the issuance of this license, agrees to be bound by the terms thereof.

Dated: _____ Unit Owner Signature_____

Approved for Hidden Oaks of Greenfield Condominium Associatton, Inc.

Dated: _____ By: _____
Title: _____

EXHIBIT B – Rules, Regulations and Guidelines
HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC.
REQUEST FOR APPROVAL OF ALTERATION OR ADDITION

_____
(Name of Condominium Owner or Occupant)

_____
(Unit Address)
hereby request(s) approval by the Hidden Oaks of Greenfield Condominium Association for the following alteration or addition which will affect the exterior of my (our) unit (examples: skylight, railing, steps, etc.):

ALTERATION OR ADDITION (complete description, including location, size, materials, etc. Include a sketch if appropriate.)

_____

_____

_____

_____

_____

_____

We (I) understand that any roof leaks or damage that may occur on the exterior of the unit as a result of the above-described alteration(s) or addition(s) are the responsibility of the unit owner and not the Hidden Oaks of Greenfield Condominium Association. We (I) will assume any and all costs of installation and necessary future repairs. We (I) also agree to disclose this information to any potential buyers of our (my) unit as they will assume this same responsibility. A copy of this document shall be provided to the buyer(s) by the owner(s) of this unit. Receipt of a copy of this document shall be acknowledged by the buyer(s) of the unit and filed with the Board.

Dated _____ Signed _____
Unit Owner(s)

Approved for Hidden Oaks of Greenfield Condominium Association:

Dated: _____ By: _____
Title: _____

EXHIBIT C – Rules, Regulations and Guidelines
HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC.
REQUEST FOR APPROVAL TO INSTALL SATELLITE DISH OR
OTHER EXTERNAL ANTENNA

_____
(Name of Condominium Owner or Occupant)

_____
(Unit Address)
hereby request(s) approval by the Hidden Oaks of Greenfield Condominium Association to install satellite receiving system equipment or other antenna and agree to comply with the following conditions:

1. Satellite receiving system equipment shall be less than 20" in diameter. A sketch for any other external antenna shall be submitted with this request.
2. The antenna color should match the siding if possible.
3. The Unit Owner is responsible for all installation, maintenance, and damages caused by the satellite receiving system equipment or other antenna to the structural integrity of the unit and condominium complex.
4. The Unit Owner will be responsible for the removal of the satellite receiving system equipment or other antenna and the restoration of the unit to the condition prior to satellite receiving system equipment or other antenna installation when the Unit Owner moves.
5. The location of the satellite receiving system equipment or other antenna is at the discretion of the Association Board. A sketch showing the desired location is attached to this request.
6. We (I) agree to disclose this information to any potential buyers of our (my) unit, as the buyers will assume this same responsibility if the satellite receiving system equipment or other antenna is not removed prior to the sale. A copy of this document shall be provided to the buyer(s) by the owner(s) of this unit. Receipt of a copy of this document shall be acknowledged by the buyer(s) of the unit and filed with the Board.

Dated: _____ Signed: _____
Unit Owner(s)

Approved for the Hidden Oaks of Greenfield Condominium Association

Dated: _____ By: _____
Title: _____

EXHIBIT D – Rules, Regulations and Guidelines
HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC.
RECEIPT FOR COPY OF BYLAWS AND RULES, REGULATIONS AND GUIDELINES

The undersigned unit owner(s) of Unit _____ hereby acknowledge(s) receipt of a copy of the condominium documents entitled:

_____ Bylaws

_____ Rules, Regulations and Guidelines

(Please indicate which documents you have received.)

Dated: _____

_____
Signature of Unit Owner

_____
Signature of Unit Owner

_____
(Address)

EXHIBIT A
LEGAL DESCRIPTION OF SUBMITTED PROPERTY

Parcel 2 of Certified Survey Map No. 5037, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 25, and Outlot 1 of Certified Survey Map No. 5129, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 25, Town 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

Also described as:

Parcel 2, of Certified Survey Map No. 5037, recorded on November 6, 1987 in Reel 2158, Image 589 as Document No. 6121322, being a division of part of the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 25 in Town 6 North, Range 21 East, in the City of Greenfield, County of Milwaukee, State of Wisconsin.

Tax Key No. 646-9922-013

EXHIBIT A-1
PLAT OF SURVEY: SUBMITTED PROPERTY

Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield, Milwaukee County, Wisconsin

LEGAL DESCRIPTION:

Parcel 2 of Certified Survey Map No. 5037, being a part of the Northwest 1/4 of the Southeast 1/4 of Section 25, and Outlot 1 of Certified Survey Map No. 5129, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 25, Town 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

SURVEYOR'S CERTIFICATE

I, Gerald E. Casey, Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 1 of 7 of this condominium plat and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of HIDDEN OAKS OF GREENFIELD, a CONDOMINIUM, and the identification and location of each unit and the common elements can be determined from this plat.

WISCONSIN — GERALD E. CASEY S-1329 FRANKLIN, WI — LAND SURVEYOR

6-17-97
Date

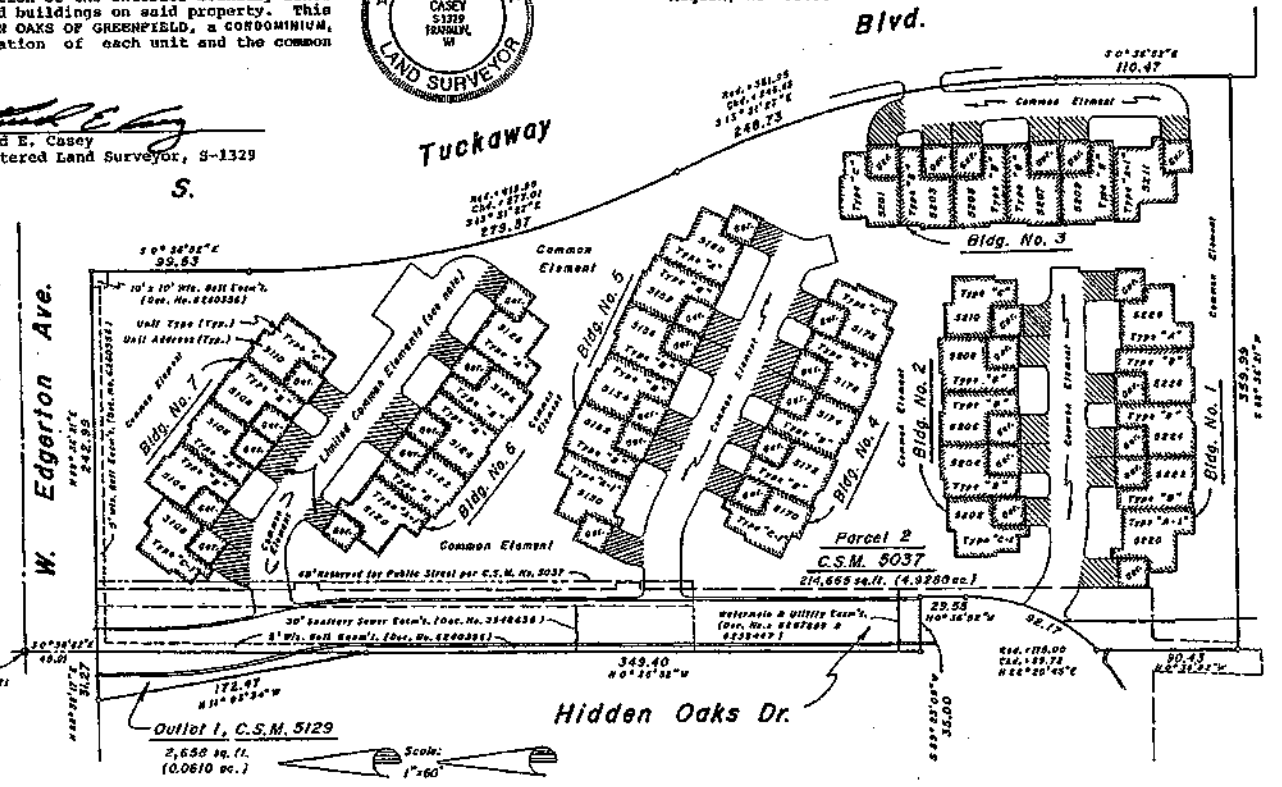
Gerald E. Casey
Registered Land Surveyor, S-1329

Additional Property Note: (See Sheet 2 of 7 for additional property)

"The Declarant makes no warranty or representation that the Additional Property, if submitted to the Condominium, will be developed as depicted hereon. Declarant reserves the right to develop the Additional Property, whether or not it is submitted to the Condominium, as the Declarant deems appropriate and as approved, if required, by the City of Greenfield."

DECLARANT:
Capital Associates
9941 North River Road
Mequon, WI 53092

PREPARED BY:
Gerald E. Casey, R.L.S.-1329
Metropolitan Survey Service, Inc.
Hales Corners, WI 53130



NOTE:

Some Limited Common Elements are indicated on this document by cross-hatching. Other Limited Common Elements which could not be graphically shown in a feasible manner are as follows:
(for a complete list of L.C.E., see Declaration)

A. The two car garage attached to each unit is reserved for the exclusive use of that unit.

B. The patio adjacent to each unit is reserved for the exclusive use of that unit.

C. The driveway in front of each unit is reserved for the exclusive use of that unit.

D. The sidewalk leading from the driveway in front of each unit to the entryway of the unit and the entryway itself are reserved for the exclusive use of that unit.

ADDRESSES:

BLDG. 1	5220-5228 S. HIDDEN OAKS DRIVE
BLDG. 2	5202-5210 S. HIDDEN OAKS DRIVE
BLDG. 3	5201-5211 S. TUCKAWAY DRIVE
BLDG. 4	5170-5178 S. HIDDEN OAKS DRIVE
BLDG. 5	5150-5160 S. HIDDEN OAKS DRIVE
BLDG. 6	5120-5128 S. HIDDEN OAKS DRIVE
BLDG. 7	5102-5110 S. HIDDEN OAKS DRIVE

Job No. 87676

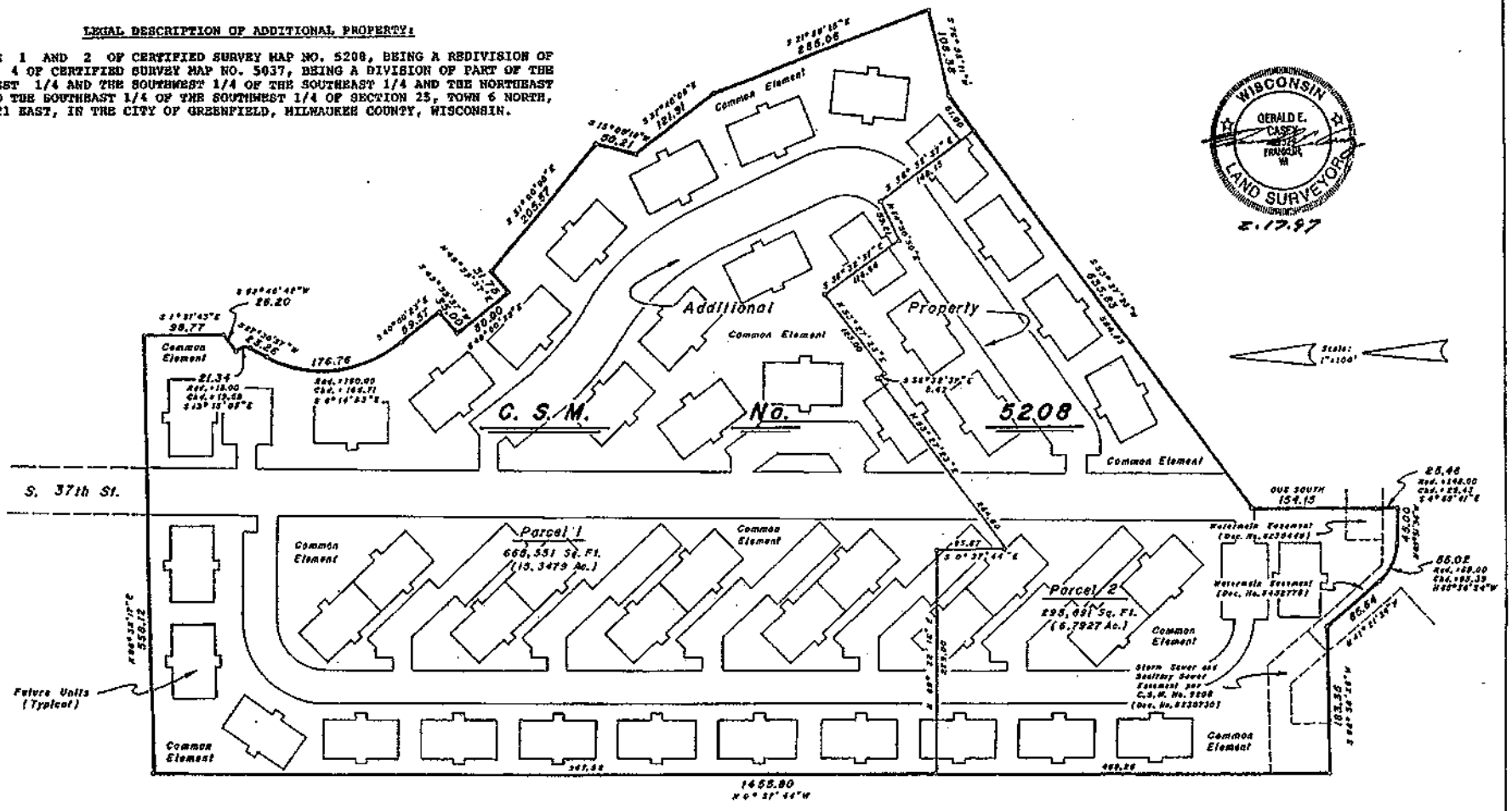
Sheet 1 of 7

Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield, Milwaukee County, Wisconsin

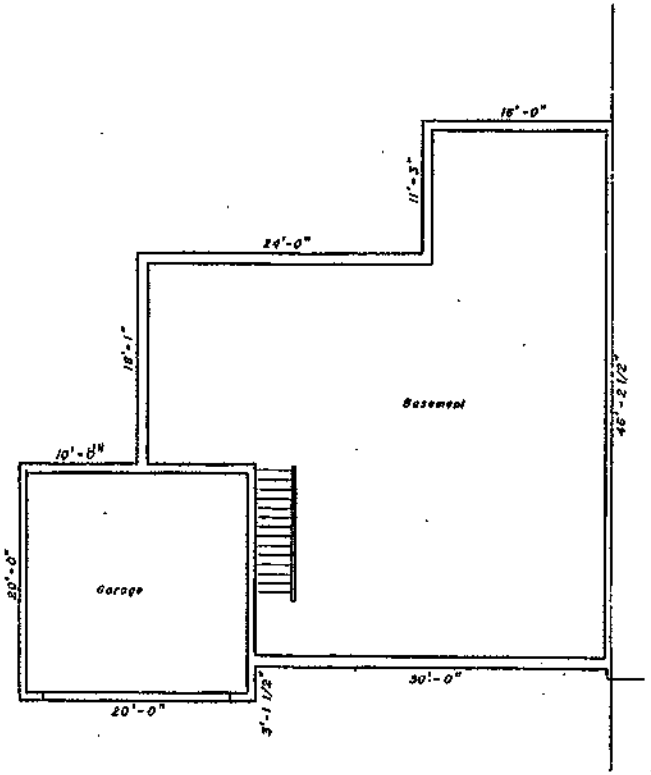
LEGAL DESCRIPTION OF ADDITIONAL PROPERTY:

PARCELS 1 AND 2 OF CERTIFIED SURVEY MAP NO. 5208, BEING A REDIVISION OF PARCEL 4 OF CERTIFIED SURVEY MAP NO. 5037, BEING A DIVISION OF PART OF THE NORTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 AND THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 25, TOWN 6 NORTH, RANGE 21 EAST, IN THE CITY OF GREENFIELD, MILWAUKEE COUNTY, WISCONSIN.



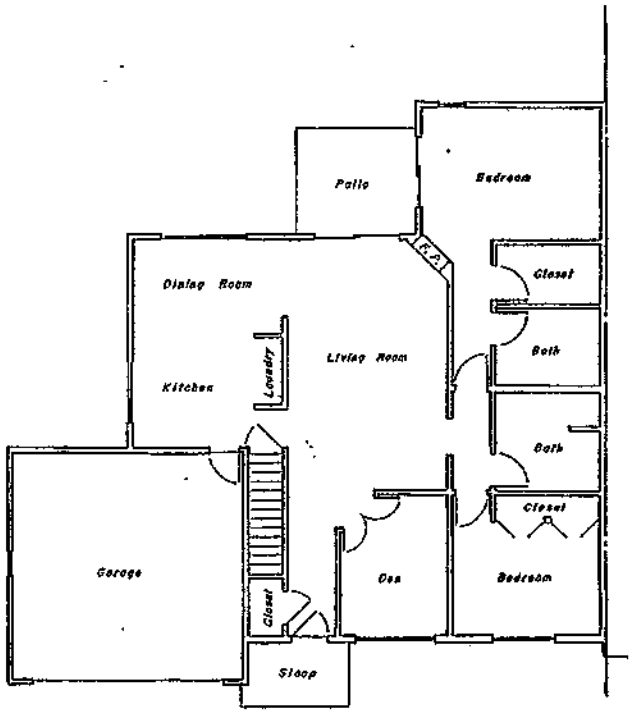
Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield,
Milwaukee County, Wisconsin



Unit Type "A" Foundation Plan

Basement Area = 1403 sq. ft.

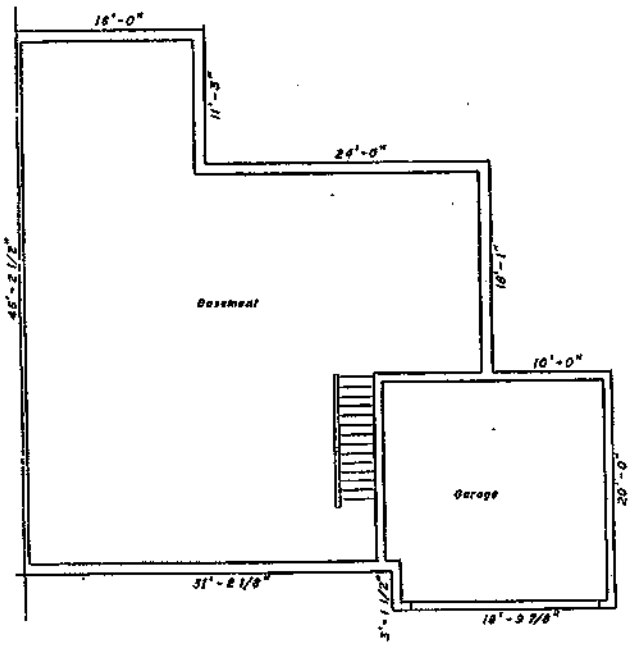


Unit Type "A" 1st Floor Plan

Garage Area = 394 sq. ft., Unit Area = 1403 sq. ft.

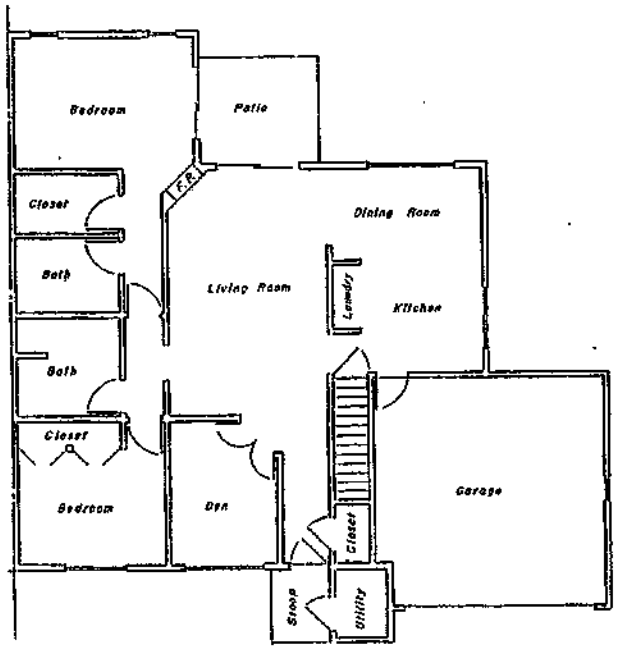
Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield,
Milwaukee County, Wisconsin



Unit Type "A-1" Foundation Plan

Basement Area = 1403 sq. ft.

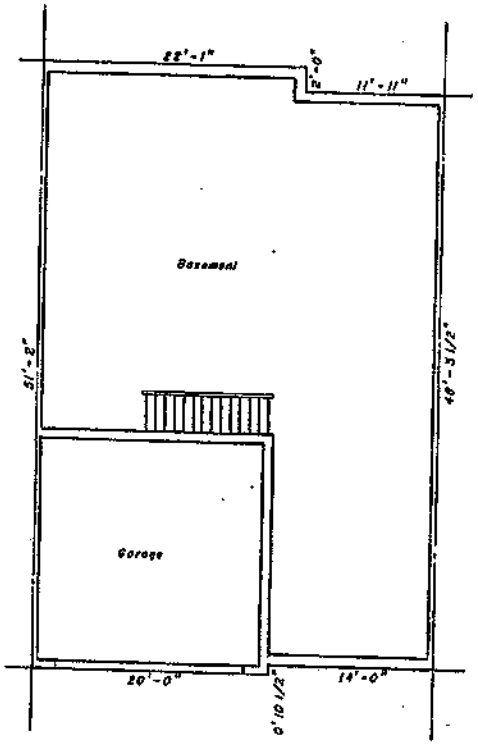


Unit Type "A-1" 1st Floor Plan

Garage Area = 394 sq. ft., Unit Area = 1403 sq. ft.

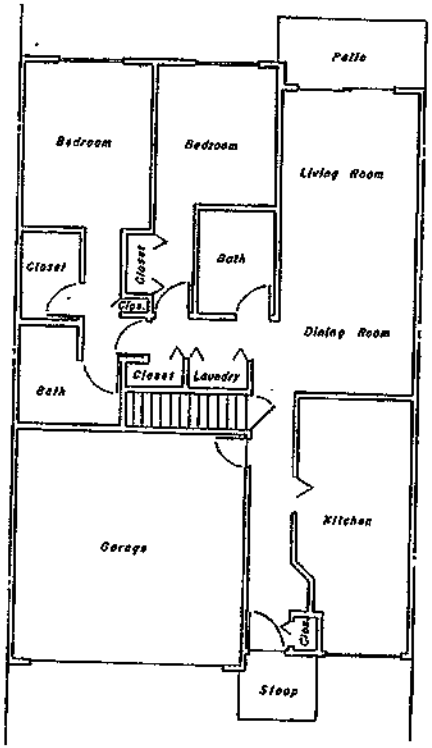
Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield,
Milwaukee County, Wisconsin



Unit Type "B" Foundation Plan

Basement Area = 1308 sq. ft.

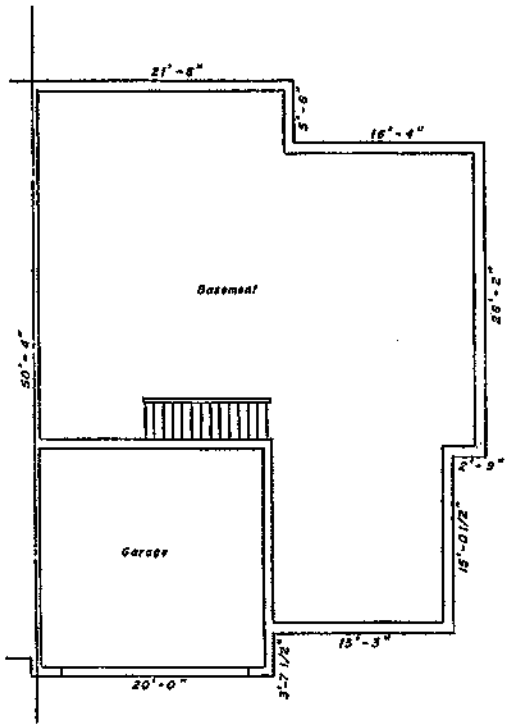


Unit Type "B" 1st Floor Plan

Garage Area = 330 sq. ft., Unit Area = 1308 sq. ft.

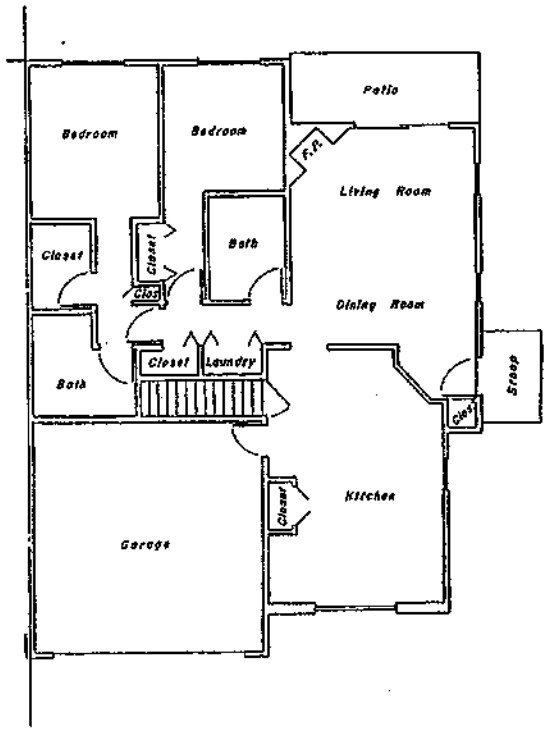
Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield,
Milwaukee County, Wisconsin



Unit Type "C" Foundation Plan

Basement Area = 1325 sq. ft.

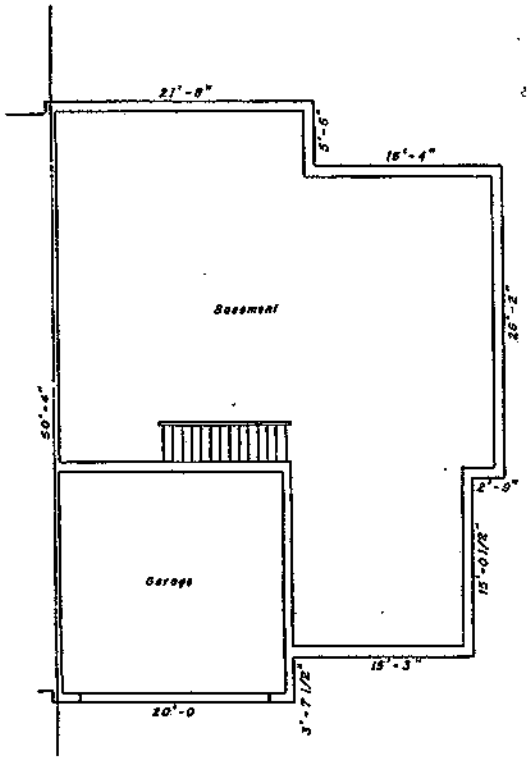


Unit Type "C" 1st Floor Plan

Garage Area = 390 sq. ft., Unit Area = 1325 sq. ft.

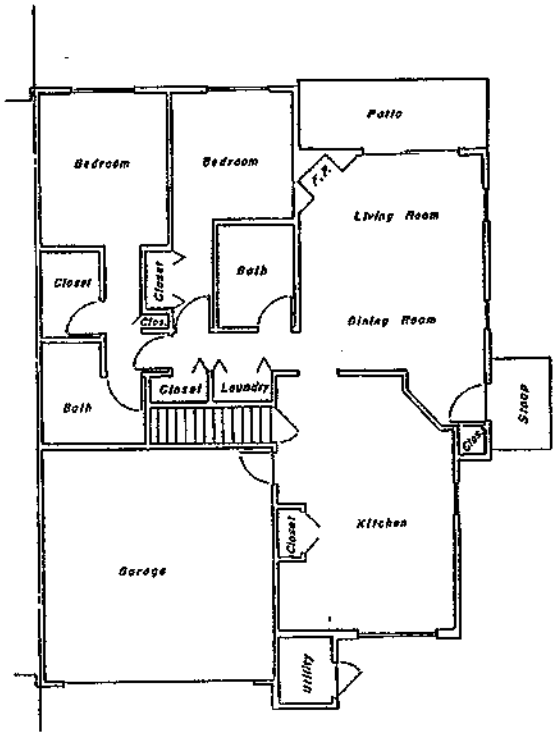
Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield,
Milwaukee County, Wisconsin



Unit Type "C-1" Foundation Plan

.. Basement Area = 1325 sq.ft.



Unit Type "C-1" 1st Floor Plan

Garage Area = 390 sq. ft., Unit Area = 1325 sq.ft.

EXHIBIT B
DESCRIPTION OF ADDITIONAL PROPERTY

PARCEL A

Parcel 1 of Certified Survey Map No. 5208, recorded on November 23, 1988 in Reel 2278, Image 463 as Document No. 6230730, being a redivision of Parcel 4 of Certified Survey Map No. 5037, being division of part of the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 25, Town 6 North, Range 21 East, City of Greenfield, County of Milwaukee, State of Wisconsin

Tax Key No. 646-9922-016

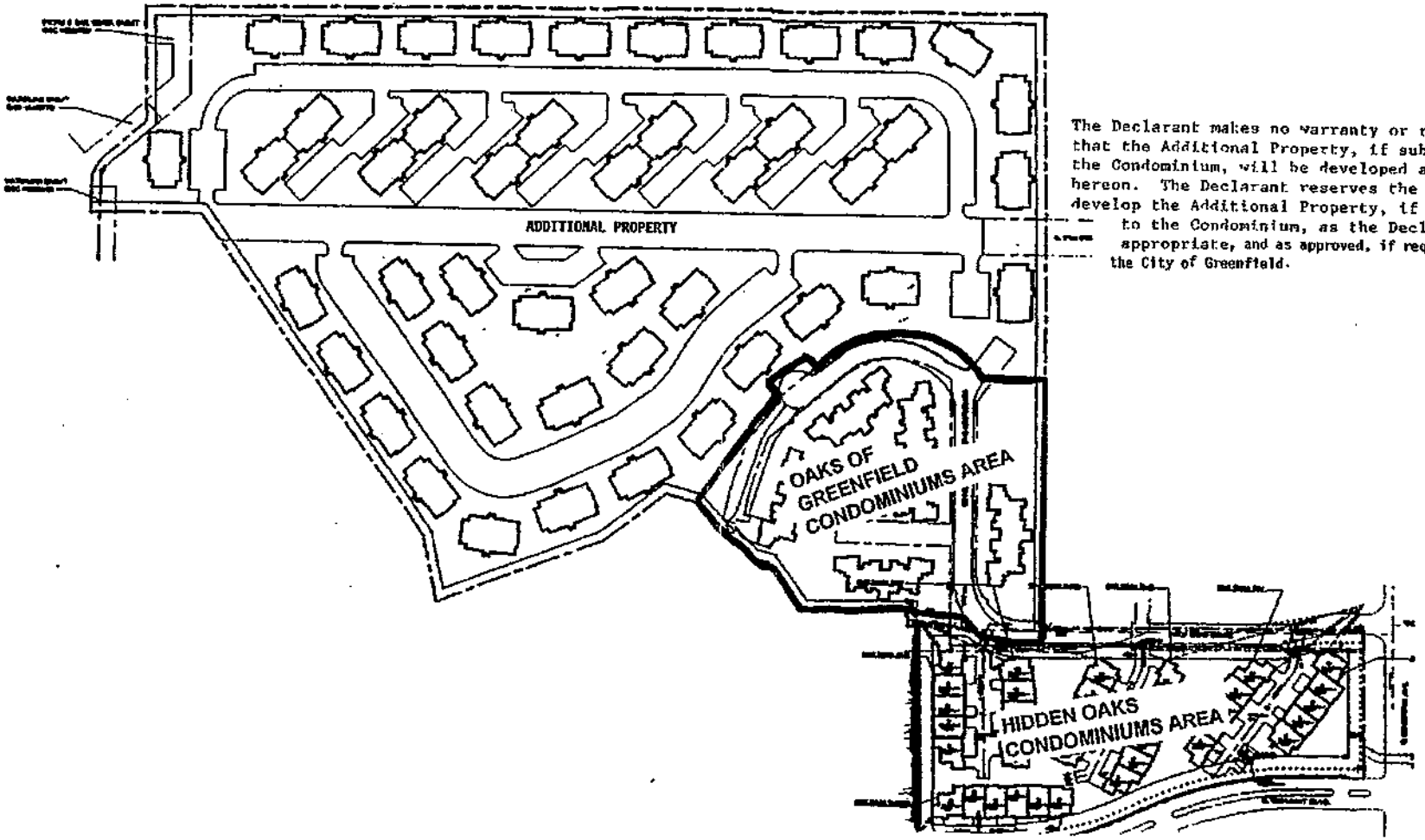
PARCEL B

Parcel 2 of Certified Survey Map No. 5208, recorded on November 23, 1988 in Reel 2278, Image 463 as Document No. 6230730, being a redivision of Parcel 4 of Certified Survey Map No. 5037, being division of part of the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 25, Town 6 North, Range 21 East, City of Greenfield, County of Milwaukee, State of Wisconsin.

Tax Key No. 646-9922-017

EXHIBIT B-1
PLAT OF SURVEY: ADDITIONAL PROPERTY

46 BUILDINGS
368 UNITS
UNDEVELOPED SITE IS 22.35 ACRES

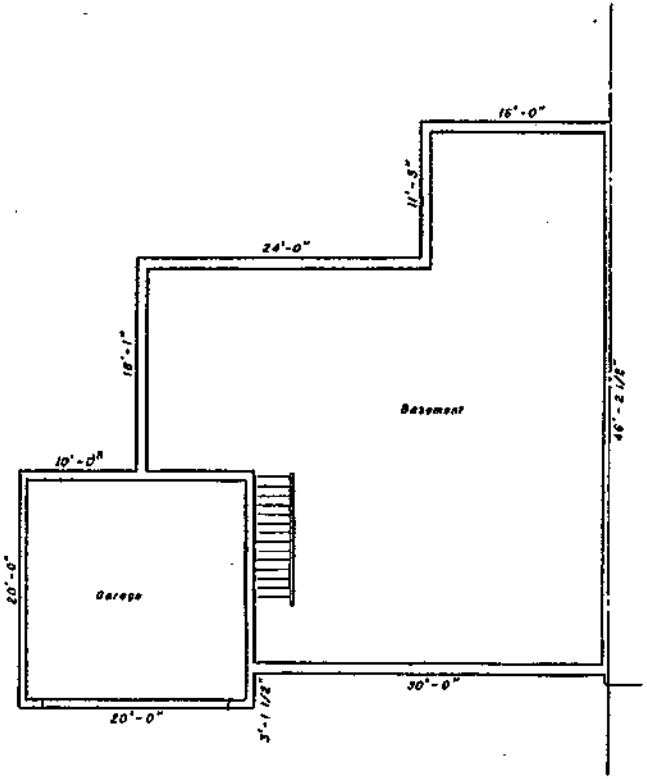


The Declarant makes no warranty or representation that the Additional Property, if submitted to the Condominium, will be developed as depicted hereon. The Declarant reserves the right to develop the Additional Property, if submitted to the Condominium, as the Declarant deems appropriate, and as approved, if required, by the City of Greenfield.

EXHIBIT C
BUILDING PLANS

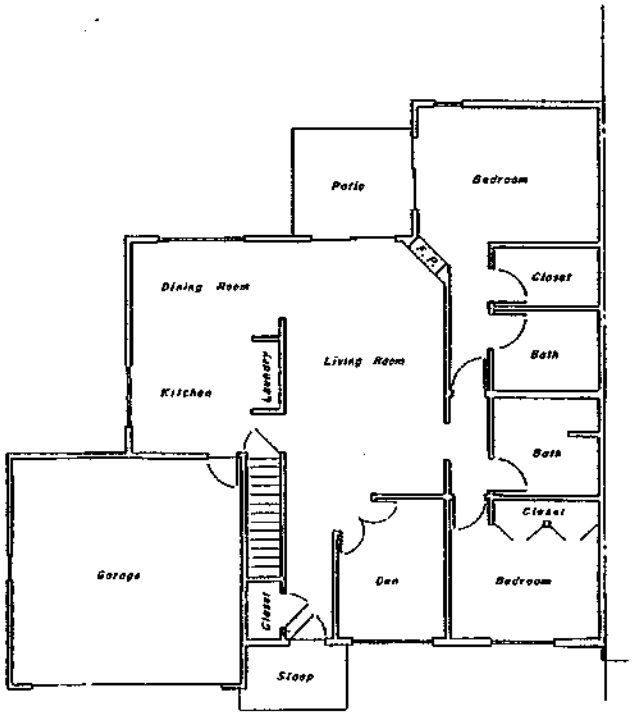
Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield,
Milwaukee County, Wisconsin



Unit Type "A" Foundation Plan

Basement Area = 1403 sq. ft.

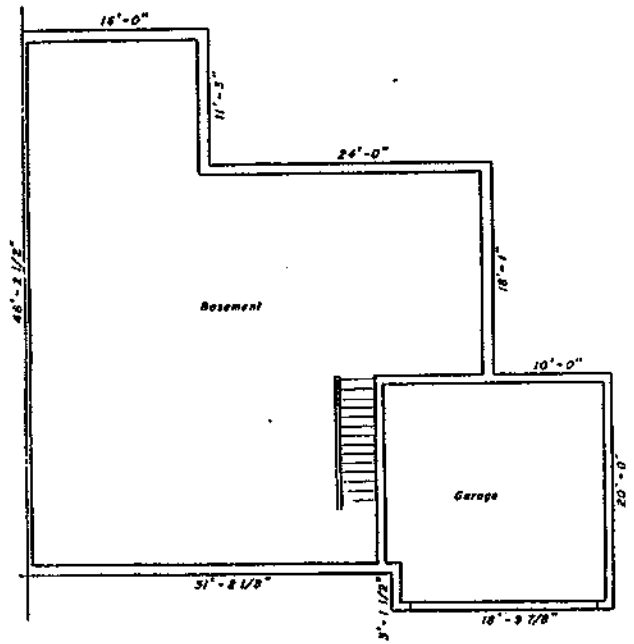


Unit Type "A" 1st Floor Plan

Garage Area = 394 sq. ft., Unit Area = 1403 sq. ft.

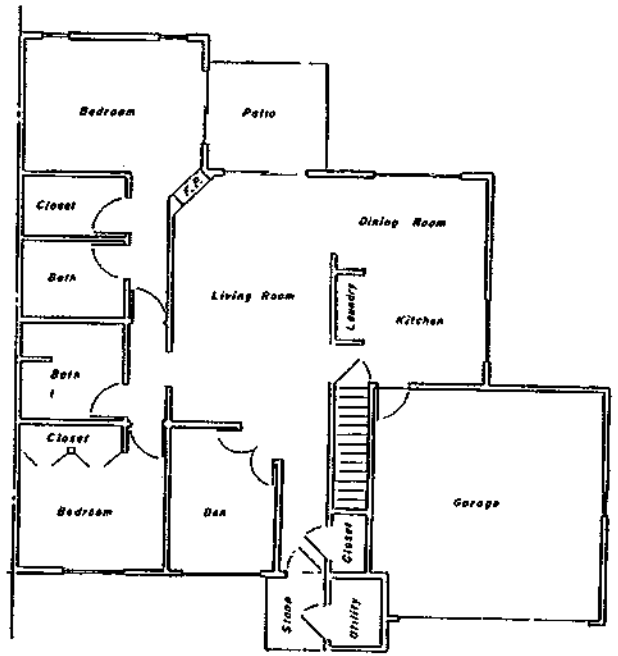
Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield,
Milwaukee County, Wisconsin



Unit Type "A-1" Foundation Plan

Basement Area = 1403 sq ft

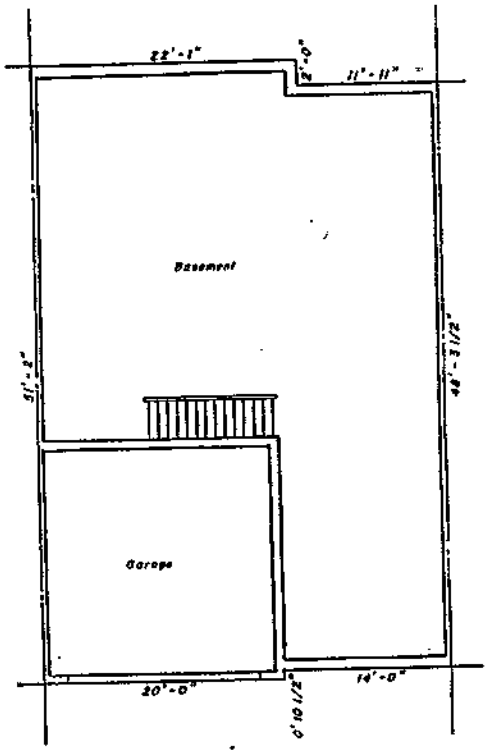


Unit Type "A-1" 1st Floor Plan

Garage Area = 394 sq. ft., Unit Area = 1403 sq ft

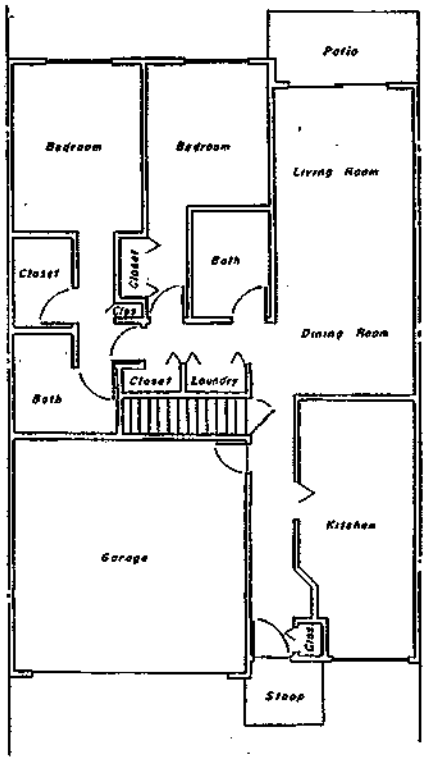
Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield, Milwaukee County, Wisconsin



Unit Type "B" Foundation Plan

Basement Area ±1308 sq. ft.

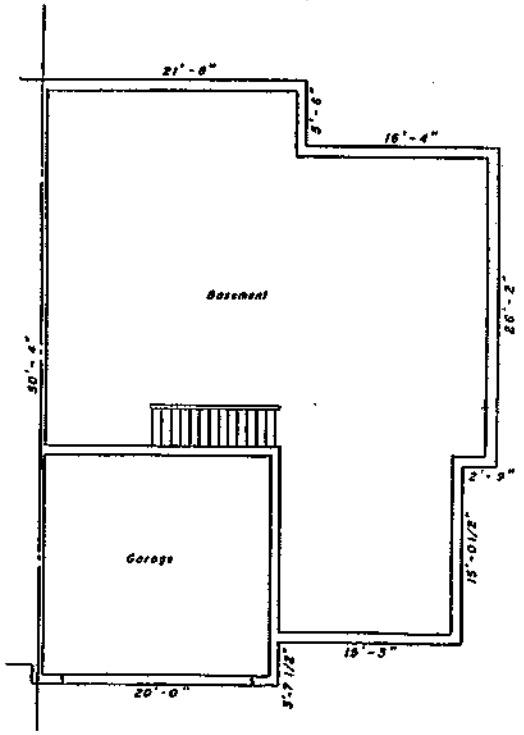


Unit Type "B" 1st Floor Plan

Garage Area = 390 sq. ft., Unit Area = 1308 sq. ft.

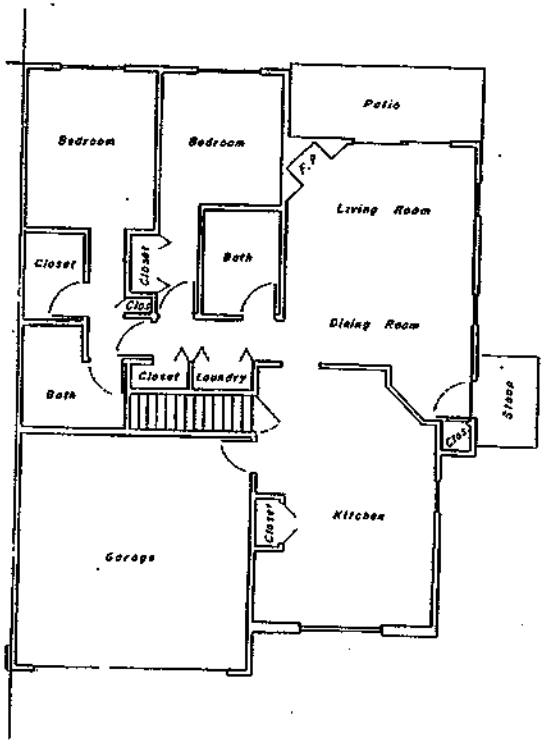
Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield,
Milwaukee County, Wisconsin



Unit Type "C" Foundation Plan

Basement Area = 1325 sq ft

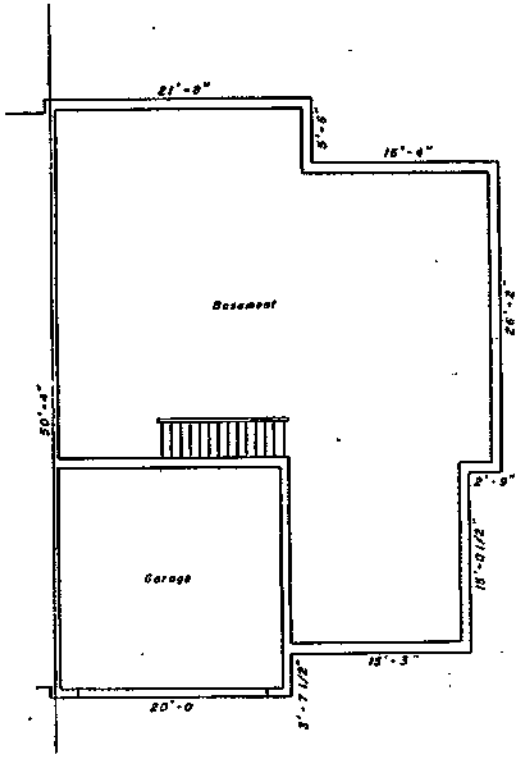


Unit Type "C" 1st Floor Plan

Garage Area = 390 sq ft., Unit Area = 1325 sq ft

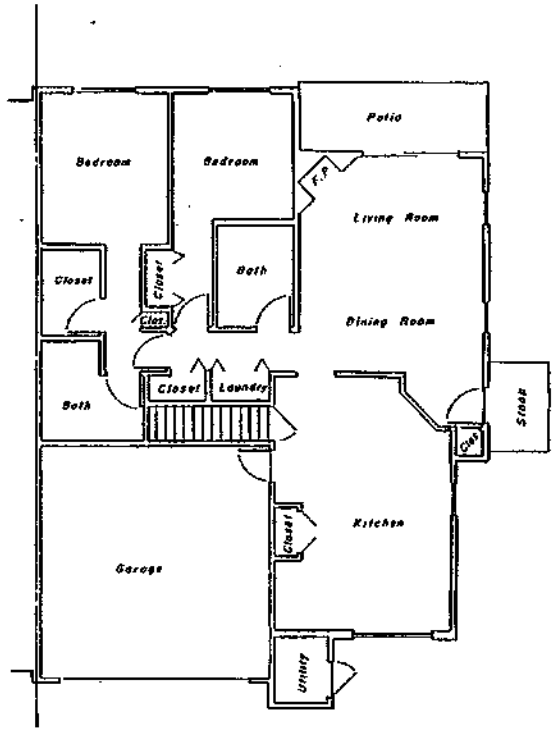
Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield,
Milwaukee County, Wisconsin



Unit Type "C-1" Foundation Plan

Basement Area = 1325 sq. ft.



Unit Type "C-1" 1st Floor Plan

Garage Area = 390 sq ft., Unit Area = 1325 sq ft

HIDDEN OAKS CONDOMINIUM HOMEOWNERS ASSOCIATION
2000 ANNUAL OPERATING BUDGET

		TOTAL	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	PER UNIT Annually	PER UNIT Monthly
INCOME																
CONDO FEES																
	PHASE I (1)	$ 12,888.65	1,074.05	1,074.05	1,074.05	1,074.05	1,074.05	1,074.05	1,074.05	1,074.05	1,074.05	1,074.05	1,074.05	1,074.05	1,171.70	97.64
	RESERVE INCOME (2)	$ 4,271.35	355.95	355.95	355.95	355.95	355.95	355.95	355.95	355.95	355.95	355.95	355.95	355.95	388.30	32.36
	SUB-TOTAL PHASE I	$ 17,160.00	1,430.00	1,430.00	1,430.00	1,430.00	1,430.00	1,430.00	1,430.00	1,430.00	1,430.00	1,430.00	1,430.00	1,430.00	1,560.00	130.00
	PROJECTED UNITS IN PHASE II >>>>>>>>>>>>>		9	9	9	10	10	10	11	11	11	12	12	12		
	PHASE II (1)	$ 14,822.60	1,058.77	1,058.77	1,058.77	1,176.41	1,176.41	1,176.41	1,294.05	1,294.05	1,294.05	1,411.70	1,411.70	1,411.70	1,411.70	117.64
	RESERVE INCOME (2)	$ 4,077.20	291.23	291.23	291.23	323.59	323.59	323.59	355.95	355.95	355.95	388.30	388.30	388.30	388.30	32.36
	SUB-TOTAL PHASE II	$ 18,900.00	1,350.00	1,350.00	1,350.00	1,500.00	1,500.00	1,500.00	1,650.00	1,650.00	1,650.00	1,800.00	1,800.00	1,800.00	1,800.00	150.00
OTHER INCOME																
	INTEREST INCOME	$ 60.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	2.79	0.23
	MISCELLANEOUS INCOME	$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	TOTAL OTHER INCOME	$ 60.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	2.79	0.23
	TOTAL INCOME	$ 36,120.00	$ 2,785.00	$ 2,785.00	$ 2,785.00	$ 2,935.00	$ 2,935.00	$ 2,935.00	$ 3,085.00	$ 3,085.00	$ 3,085.00	$ 3,235.00	$ 3,235.00	$ 3,235.00	1,680.00	$ 140.00
EXPENSES																
ADMINISTRATIVE EXPENSES																
5010	MANAGEMENT FEES (3)	$ 4,644.00	360	360	360	378	378	378	396	396	396	414	414	414	216.00	18.00
5015	TUCKAWAY QUARTERLY FEES	$ 880.00	130	-	-	150	-	-	450	-	-	150	-	-	40.93	3.41
5020	LEGAL/ACCOUNTING	$ 300.00	25	25	25	25	25	25	25	25	25	25	25	25	13.95	1.16
5050	OFFICE SUPPLIES	$ 60.00	5	5	5	5	5	5	5	5	5	5	5	5	2.79	0.23
5060	NOTICES & POSTAGE	$ 120.00	10	10	10	10	10	10	10	10	10	10	10	10	3.87	0.32
5080	ANNUAL HOMEOWNERS MEETING	$ 60.00	5	5	5	5	5	5	5	5	5	5	5	5	2.79	0.23
5090	OTHER ADMINISTRATIVE	$ 60.00	5	5	5	5	5	5	5	5	5	5	5	5	2.79	0.23
	TOTAL ADMINISTRATIVE EXP.	$ 6,124.00	$ 540.00	$ 410.00	$ 410.00	$ 578.00	$ 428.00	$ 428.00	$ 896.00	$ 446.00	$ 446.00	$ 614.00	$ 464.00	$ 464.00	284.84	$ 23.74
OPERATING EXPENSES (4)																
5200	ELECTRIC EXPENSE	$ 360.00	30	30	30	30	30	30	30	30	30	30	30	30	16.74	1.40
5210	WATER (5)	$ 2,150.00	-		500	-		525	-		550	-		575	100.00	8.33
5215	SEWER (6)	$ 1,720.00			460			420			440			460	80.00	6.67
5230	SNOW REMOVAL (7)	$ 10,000.00	2,800	2,400	1,400	600	-	-	-	-	-	-	800	2,000	465.12	38.76
5240	LAWN CARE (8)	$ 5,000.00	-	-	-	625	625	625	625	625	625	625	625	-	232.56	19.38
5250	OTHER LANDSCAPE EXPENSE (9)	$ 600.00	50	50	50	50	50	50	50	50	50	50	50	50	27.91	2.33
5270	MAINT HARDWARE/MATERIALS	$ 360.00	30	30	30	30	30	30	30	30	30	30	30	30	16.74	1.40
5275	BUILDING/GUTTER INSPECTIONS	$ -	-	-	-	-	-	-	-	-	-	-	-	-	-	-
5280	OTHER MAINT/REPAIRS	$ 480.00	40	40	40	40	40	40	40	40	40	40	40	40	22.33	1.86
5285	ALARM/SPRINKLER TESTING (10)	$ 1,800.00	150	150	150	150	150	150	150	150	150	150	150	150	83.72	6.98
5287	FIRE ALARM MONITOR PHONE	$ 1,800.00	150	150	150	150	150	150	150	150	150	150	150	150	83.72	6.98
5290	DRYER VENT CLEANING (11)	$ 880.00	-	-	-	-	-	-	-	880	-	-	-	-	40.93	3.41
	TOTAL OPERATING EXPENSES	$ 25,150.00	$ 3,250.00	$ 2,850.00	$ 2,750.00	$ 1,675.00	$ 1,075.00	$ 2,020.00	$ 1,075.00	$ 1,955.00	$ 2,065.00	$ 1,075.00	$ 1,875.00	$ 3,485.00	1,169.77	$ 97.48
FIXED OPERATING EXPENSES																
5650	PROPERTY INSURANCE (12)	$ 3,000.00	-	-	750.00	-	-	750.00	-	-	750.00	-	-	750.00	139.53	11.63
5675	FEDERAL INCOME TAX	$ 250.00	-	-	250.00	-	-	-	-	-	-	-	-	-	11.63	0.97
	TOTAL FIXED OPER. EXPENSES	$ 3,000.00	$ -	$ -	$ 750.00	$ -	$ -	$ 750.00	$ -	$ -	$ 750.00	$ -	$ -	$ 750.00	139.53	$ 11.63
TOTAL EXPENSES		$ 34,274.00	$ 3,790.00	$ 3,260.00	$ 3,910.00	$ 2,253.00	$ 1,503.00	$ 3,198.00	$ 1,971.00	$ 2,401.00	$ 3,261.00	$ 1,689.00	$ 2,339.00	$ 4,699.00	1,594.14	$ 132.84
NET INCOME (LOSS)		$ 1,846.00	$ (1,005.00)	$ (475.00)	$ (1,125.00)	$ 682.00	$ 1,432.00	$ (263.00)	$ 1,114.00	$ 684.00	$ (176.00)	$ 1,546.00	$ 896.00	$ (1,464.00)	85.86	$ 7.16
MONTHLY RESERVE DEPOSIT		$ 8,348.55	647.17	647.17	647.17	679.53	679.53	679.53	711.89	711.89	711.89	744.25	744.25	744.25	388.30	32.36
	NET CASH FLOW	$ (6,502.55)	(1,652.17)	(1,122.17)	(1,772.17)	2.47	752.47	(942.53)	402.11	(27.89)	(887.89)	801.75	151.75	(2,208.25)	(302.44)	(25.20)

ASSUMPTIONS

(1) $130 PER UNIT PER MONTH IN PHASE I, $150 PER UNIT PER MONTH IN PHASE II
(2) SEE RESERVE BUDGET BELOW. PER CONDOMINIUM BYLAWS, MAINTAIN ADEQUATE RESERVES FOR WORKING CAPITAL AND FOR PAYMENT OF EXTRAORDINARY EXPENSES
(3) $18.00 PER UNIT PER MONTH. TAKES PROJECTED UNITS IN PHASE II INTO ACCOUNT.
(4) ALL UNIT OWNERS MUST SHARE IN THE COST OF THESE EXPENSES. ALTHOUGH THE ASSOCIATION PAYS FOR WATER / SEWER, DRYER VENT CLEANING AND FIRE ALARM TESTING FOR PHASE I, THE ASSOCIATION ALSO PAYS FOR HIGHER LANDSCAPE AND SNOW REMOVAL EXPENSES (ON A PER UNIT BASIS) FOR PHASE II
(5) ACCORDING TO THE CITY OF GREENFIELD DPW - $25 PER UNIT PER QUARTER, UNITS IN PHASE I ARE NOT INDIVIDUALLY METERED
(6) ACCORDING TO MILWAUKEE WATER WORKS - $20 PER UNIT PER QUARTER, UNITS IN PHASE I ARE NOT INDIVIDUALLY METERED
(7) SEE SNOW CHART BELOW. BASED ON CONTRACT WITH ECHO LAWNS.
(8) BASED ON HISTORICAL DATA AND PROPOSAL FROM AMERICAN LANDSCAPE.
(9) CONTINGENCY FOR ADDITIONAL BUILDINGS IN PHASE II THAT WILL NEED SERVICE IN 2000.
(10) $175 PER QTR FOR ALARM MONITORING, $200 PER QTR FOR QTRLY INSPECTIONS, $350 FOR ANNUAL BACK FLOW PREVENTOR TEST, APPLIES TO PHASE I ONLY
(11) BASED ON $80 PER UNIT, APPLIES TO PHASE I ONLY
(12) BASED ON PREMIUM FOR PHASE I, INCLUDES BUSINESS LIABILITY.

HIDDEN OAKS HOMEOWNER'S ASSOCIATION
2000 RESERVE BUDGET

	CATEGORY	Reserve Amount Per Unit Per Month	Useful Life	(A) Current Cost To Repair Per Building	(A) Future Cost To Repair Per Building
5410	RE-SHINGLE ROOF*	$ 3.74	15	2,500.00	$ 3,364.67
5410	COMPLETE ROOF*	$ 25.16	30	$ 12,500.00	$ 22,642.02
5420	PAINTING **	$ 1.99	6	$ 1,500.00	$ 1,791.08
5440	REPAIRS/MAINTENANCE**	$ 0.61	3	$ 500.00	$ 548.36
5430	SEAL COAT DRIVEWAY **	$ 0.50	2	$ 425.00	$ 450.86
5440	MISC. WALKWAYS/ETC. **	$ 0.36	3	$ 300.00	$ 327.82
	TOTAL RESERVES	$ 32.36		$ 17,725.00	$ 29,122.63

* BASED ON 2% INCREASE IN COSTS PER YEAR
** BASED ON 3% INCREASE IN COSTS PER YEAR
(A) CURRENT AND FUTURE COST TO REPAIR PER BUILDING IS BASED ON A 5 UNIT BUILDING IN PHASE I.

SNOW FALL CHART
*AVERAGE SNOW FALL IN MILWAUKEE COUNTY = 40.2 INCHES

		JAN	FEB	MAR	APR	NOV	DEC	TOTAL
	INCHES	14	12	7	3	4	10	50
$ 400.00	-	$ 2,800.00	$ 2,400.00	$ 1,400.00	$ 600.00	$ 800.00	$ 2,000.00	$ 10,000.00

CHART BASED ON CONTRACT WITH ECHO LAWNS. PLOWING - $200 PER TIME, SIDEWALKS - $150 PER TIME. PLUS $50 PER TIME FOR PLOWING SOUTH HIDDEN DR. FROM EDGERTON.

Amendment to Declaration of Hidden Oaks Condominiums of Greenfield Condominium Documents

Document Number | Document Title

REEL 4595 IMAGE 215

7766229

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 11:42 AM

06-30-1999 215 TO

REEL 4595 IMAGE 242 INCL.

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 64.00

Recording Area

Name and Return Address

Old Tuckaway Assoc
9941 N River Road
Mequon WI 53092

Parcel Identification Number (PIN)

28

This information must be completed by submitter: *document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your documents and $7.00 to the recording fee.* Wisconsin Statutes, 59.517. WRDA 2/96

AMENDMENT TO DECLARATION
OF
HIDDEN OAKS OF GREENFIELD, A CONDOMINIUM

WHEREAS, OLD TUCKAWAY ASSOCIATES LIMITED PARTNERSHIP was the Declarant of a certain condominium known as "HIDDEN OAKS OF GREENFIELD, A CONDOMINIUM," which Declaration was recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on the 27th day of March, 1997, in Reel 4019, at Image 27, as Document No. 7345686, and which Declaration affected certain real estate therein described and incorporated herein by this reference thereto; and

WHEREAS, the undersigned are all of the Owners and Mortgagees of the Units of said Condominium; and

WHEREAS, the undersigned desire to amend the Declaration of Condominium in the manner herein set forth; and

WHEREAS, the Declarant has caused to be recorded an 1st Addendum to Condominium Plat.

NOW, THEREFORE, the aforesaid Declaration is amended as follows:

1. Section 2.1 of said Declaration is hereby amended to read as follows:

> Description of Buildings. Buildings containing a total of 31 Units and appurtenant facilities are to be constructed on the Property. The general location, dimensions and area of the Building and facilities are shown on the 1st Addendum to Condominium Plat. Each Building is designated numerically as shown on the 1st Addendum to Condominium Plat.
>
> Water will be provided to the Buildings and Units by public water and sewer. Gas and electricity will be provided to service each Building by public utility companies.

2. Section 2.2 (a) of said Declaration is hereby amended to read as follows:

> Description of Units. (a) Units are identified by Building Number and Address as indicated on the 1st Addendum to Condominium Plat. Each Unit and the approximate area, location, appurtenant Limited Common Elements, Reserved General Common Elements, if any, and immediate Common Elements to which Unit has access are, to the extent feasible, generally shown on the 1st Addendum to Condominium Plat.

3. Section 3.1 of said Declaration is hereby amended to read as follows:

> Percentage Interests. The undivided percentage interest in Common Elements (including Limited Common Elements) of the Condominium shall at any and all times be apportioned as follows and appurtenant to each and every Unit then included in the Condominium. Each Unit's Percentage Interest in Common Elements shall be determinable at any time by dividing the number One Hundred (100) by the number of Units then included in the Condominium. Until such time a Declarant may expand the Condominium in accordance with Article V hereof, the undivided Percentage Interest appertaining to each Unit shall be 3.2258.

4. In all other respects, the Declaration is reaffirmed in its entirety.

5. This document may be executed in any one counterpart, each of which constitute an original, but all of which shall constitute one and the same document.

Dated this 28 day of June, 1999.

OLD TUCKAWAY ASSOCIATED LIMITED PARTNERSHIP

By: _____
FRED LOEB
(Owner of all Units not otherwise mentioned herein)

President of Wellington Capital Corp.
2 General Partners

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 28 day of June, 1999, FRED H LOEB, Vice President Operating Co, Gen Partner of OLD TUCKAWAY ASSOCIATES LIMITED PARTNERSHIP, to me known to be the person who executed the foregoing instrument, and to me known to be such OFFICER and, acknowledged that he executed the foregoing instrument as such _____ as the deed of said limited partnership, by its authority.

RENÉT SAYRE NOTARY PUBLIC STATE OF WISCONSIN

Renét Sayre

Notary Public, State of Wisconsin
My commission PUBLIC 1-17-2000

Dated this 28 day of June, 1999.

Gerald D. Nagel

Cindy Lou Nagel

(Owners of Unit 5220, Building 1)

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 28 day of June, 1999, the above named GERALD D. NAGEL and CINDY LOU NAGEL, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission Dec. 21, 1999

Dated this 24th day of June, 1999.

Hollie A Jambretz

Hollie A Jambretz

(Owner of Unit 5222, Building 1)

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 24th day of June, 1999, the above named HOLLIE A. JAMBRETZ, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Shelly J Meyer

Notary Public, State of Wisconsin
My commission Nov. 21, 1999

SHELLY J. MEYER NOTARY PUBLIC STATE OF WISCONSIN

Dated this 24 day of June, 1999.

Ann E. Phillips

Ann E. Phillips

Raymond S. Maciejewski

Raymond S. Maciejewski,
as tenants in common

(Owners of Unit 5224, Building 1)

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 24 day of June, 1999, the above named ANN E. PHILLIPS and RAYMOND S. MACIEJEWSKI, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Shelley J. Meyer

Notary Public, State of Wisconsin
My commission Nov. 21, 1999

SHELLEY J. MEYER NOTARY PUBLIC STATE OF WISCONSIN

Dated this 24 day of June, 1999.

Clementean Stewart

Clementean Stewart

(Owner of Unit 5226, Building 1)

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 24 day of June, 1999, the above named CLEMENTEAN STEWART, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Shelly J. Meyer

Notary Public, State of Wisconsin
My commission Nov. 21, 1999

Dated this 24 day of June, 1999.

Ronald E. Will

Ronald E. Will

Bernadine Will

Bernadine Will

(Owners of Unit 5228, Building 1)

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 24th day of June, 1999, the above named RONALD E. WILL and BERNADINE WILL, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Shelly R Meyer

Notary Public, State of Wisconsin
My commission Nov 21, 1999

Dated this 24 day of June, 1999.

THE PATRICIA M. REILLY REVOCABLE LIVING TRUST

By: Patricia M. Reilly
Trustee

(Owner of Unit 5201, Building 3)

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 24 day of June, 1999, the above named Patricia M Reilly, Trustee of THE PATRICIA M. REILLY REVOCABLE LIVING TRUST, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Shelly J. Meyer

Notary Public, State of Wisconsin
My commission Nov. 21, 1999

SHELLY J. MEYER NOTARY PUBLIC STATE OF WISCONSIN

Dated this 24th day of June, 1999.

Carol Ann Molling
Carol Ann Molling

(Owner of Unit 5203, Building 3)

STATE OF WISCONSIN)
) SS.
COUNTY OF ~~MILWAUKEE~~ Ozaukee)

Personally came before me, this 24 day of June, 1999, the above named CAROL ANN MOLLING, ~~to me known to be~~ the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission July 29, 2001

Dated this 21 day of June, 1999.

Lorraine Tollefsrud

(Owner of Unit 5211, Building 3)

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 21 day of June, 1999, the above named LORRAINE TOLLEFSRUD, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission

Dated this 25 day of June, 1999.

Richard Tabbert

Richard A. Tabbert

(Owner of Unit 5207, Building 3)

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 25 day of June, 1999, the above named RICHARD A. TABBERT, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Renée Sayre

Notary Public, State of Wisconsin
My commission is permanent

RENÉE SAYRE NOTARY PUBLIC STATE OF WISCONSIN

Dated this 24 day of June, 1999.

Tari E.B. Garnaas

(Owner of Unit 5205, Building 3)

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 24 day of June, 1999, the above named TARI E.B. GARNAAS, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public, State of Wisconsin
My commission Nov. 21, 1999

Dated this 24 day of June, 1999.

Esther E. Pliszka
Esther E. Pliszka

(Owner of Unit 5202, Building 2)

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 24 day of June, 1999, the above named ESTHER E. PLISZKA, to me known to be the person who executed the foregoing instrument and acknowledged the same.

SHELLY L. MEYER NOTARY PUBLIC STATE OF WISCONSIN

Shelly L. Meyer
Notary Public, State of Wisconsin
My commission Nov. 21, 1999

CONSENT OF MORTGAGEE

The undersigned mortgagee hereby consents to the within Amendment to Declaration.

FIRSTAR BANK MILWAUKEE, N.A.

By: Mark Lemke
MARK Lemke

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 24 day of June, 1999, Mark Lemke, SR Vice President of FIRSTAR BANK MILWAUKEE, N.A., to me known to be the person who executed the foregoing instrument, and to me known to be such officer and, acknowledged that he executed the foregoing instrument as such officer as the deed of said FIRSTAR BANK MILWAUKEE, N.A., by its authority.

Shelly J. Meyer
Notary Public, State of Wisconsin
My commission Nov. 21, 1999

SHELLY J. MEYER NOTARY PUBLIC STATE OF WISCONSIN

CONSENT OF MORTGAGEE

The undersigned mortgagee hereby consents to the within Amendment to Declaration.

ST. FRANCIS BANK, F.S.B.

By: Patricia E Hansen
PATRICIA E. HANSEN VP.

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 24 day of June, 1999, Patricia E Hansen, Vice President of ST. FRANCIS BANK, F.S.B., to me known to be the person who executed the foregoing instrument, and to me known to be such officer and, acknowledged that She executed the foregoing instrument as such _____ as the deed of said ST. FRANCIS BANK, F.S.B., by its authority.

STATE OF WISCONSIN ★ ANNA M. BIGUS ★ NOTARY PUBLIC

Anna M. Bigus
Notary Public, State of Wisconsin
My commission expires 11/24/2002

CONSENT OF MORTGAGEE

The undersigned mortgagee hereby consents to the within Amendment to Declaration.

LANDMARK CREDIT UNION

By: Betty Fuerstein
Betty Fuerstein

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 24th day of June, 1999, Betty Feierstein, Vice President of LANDMARK CREDIT UNION, to me known to be the person who executed the foregoing instrument, and to me known to be such officer and, acknowledged that She executed the foregoing instrument as such officer as the deed of said LANDMARK CREDIT UNION, by its authority.

Julie A. Napiorkowski
Notary Public, State of Wisconsin
My commission 1/26/03

CONSENT OF MORTGAGEE

The undersigned mortgagee hereby consents to the within Amendment to Declaration.

LAYTON STATE BANK

By: _____
Jeff Bowman
SVP

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 24th day of June 1999, Jeff ~~24th~~ Bowman, Senior Vice President of LAYTON STATE BANK, to me known to be the person who executed the foregoing instrument, and to me known to be such Officer and, acknowledged that he executed the foregoing instrument as such officer as the deed of said LAYTON STATE BANK, by its authority.

_____
Notary Public, State of Wisconsin
My commission Expires 9-8-2002

CONSENT OF MORTGAGEE

The undersigned mortgagee hereby consents to the within Amendment to Declaration.

GUARANTY BANK, S.S.B.

By: Lynn M Mayer

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 25th day of June, 1999, Lynn M. Mayer, Vice President of GUARANTY BANK, S.S.B., to me known to be the person who executed the foregoing instrument, and to me known to be such officer and, acknowledged that s he executed the foregoing instrument as such officer as the deed of said GUARANTY BANK, S.S.B., by its authority.

Paul C. Barrette
Notary Public, State of Wisconsin
My commission 7/18/99

CONSENT OF MORTGAGEE

The undersigned mortgagee hereby consents to the within Amendment to Declaration.

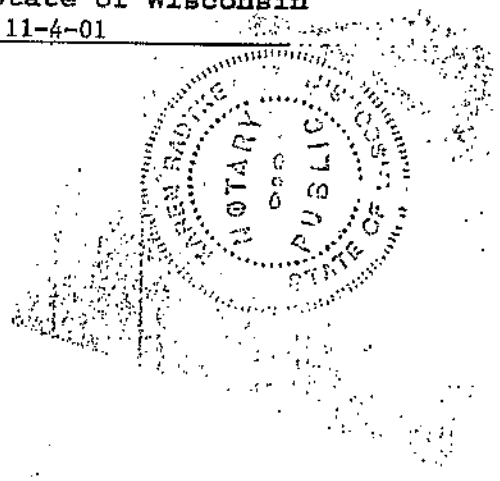
GREAT MIDWEST BANK, S.S.B.

By: Robert A. Wolf
Robert Wolf

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 25th day of June, 1999, Robert A. Wolf, Vice President of GREAT MIDWEST BANK, S.S.B., to me known to be the person who executed the foregoing instrument, and to me known to be such officer and, acknowledged that he executed the foregoing instrument as such officer as the deed of said GREAT MIDWEST BANK, S.S.B., by its authority.

Karen Radtke
Karen Radtke
Notary Public, State of Wisconsin
My commission 11-4-01



This instrument was drafted by:

Richard J. Rakita, Attorney
735 North Water Street, Suite 1100
Milwaukee, WI 53202-4105

Telephone: (414) 271-4008
Telefax: (414) 271-9408

1st Addendum to

Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield, Milwaukee County, Wisconsin

LEGAL DESCRIPTION:

Parcel 2 of Certified Survey Map No. 5037, being part of the Northwest 1/4 of the Southeast 1/4 of Section 25, and Outlot 1 of Certified Survey Map No. 5129, being a part of the Northeast 1/4 of the Southwest 1/4 of Section 25, Town 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, Also known as Hidden Oaks of Greenfield, a Condominium.

SURVEYOR'S CERTIFICATE

I, Gerald E. Casey, Registered Land Surveyor, do hereby certify that I have surveyed the property described on Sheet 1 of 7 of this condominium plat and that this survey is an accurate representation of the exterior boundary lines and the location of the existing and proposed buildings on said property. This plat is a correct representation of 1st Addendum to Hidden Oaks of Greenfield, a Condominium, and the identification and location of each unit and the common elements can be determined from this plat.

WISCONSIN — GERALD E. CASEY — S-1329 — LAND SURVEYOR

2-25-99
Date

Gerald E. Casey
Registered Land Surveyor, S-1329

Additional Property Note: (See Sheet 2 of 7 for additional property)

"The Declarant makes no warranty or representation that the Additional Property, if submitted to the Condominium, will be developed as depicted hereon. Declarant reserves the right to develop the Additional Property, whether or not it is submitted to the Condominium, as the Declarant deems appropriate and as approved, if required, by the City of Greenfield."

DECLARANT:
Capital Associates
9941 North River Road
Mequon, WI 53092

PREPARED BY:
Gerald E. Casey, R.L.S.-1329
Metropolitan Survey Service, Inc.
Salem Corners, WI 53130

NOTE:

Some Limited Common Elements are indicated on this document by cross-batching. Other Limited Common Elements which could not be graphically shown in a feasible manner are as follows:

(for a complete list of L.C.E., see Declaration)

A. The two car garage attached to each unit is reserved for the exclusive use of that unit.

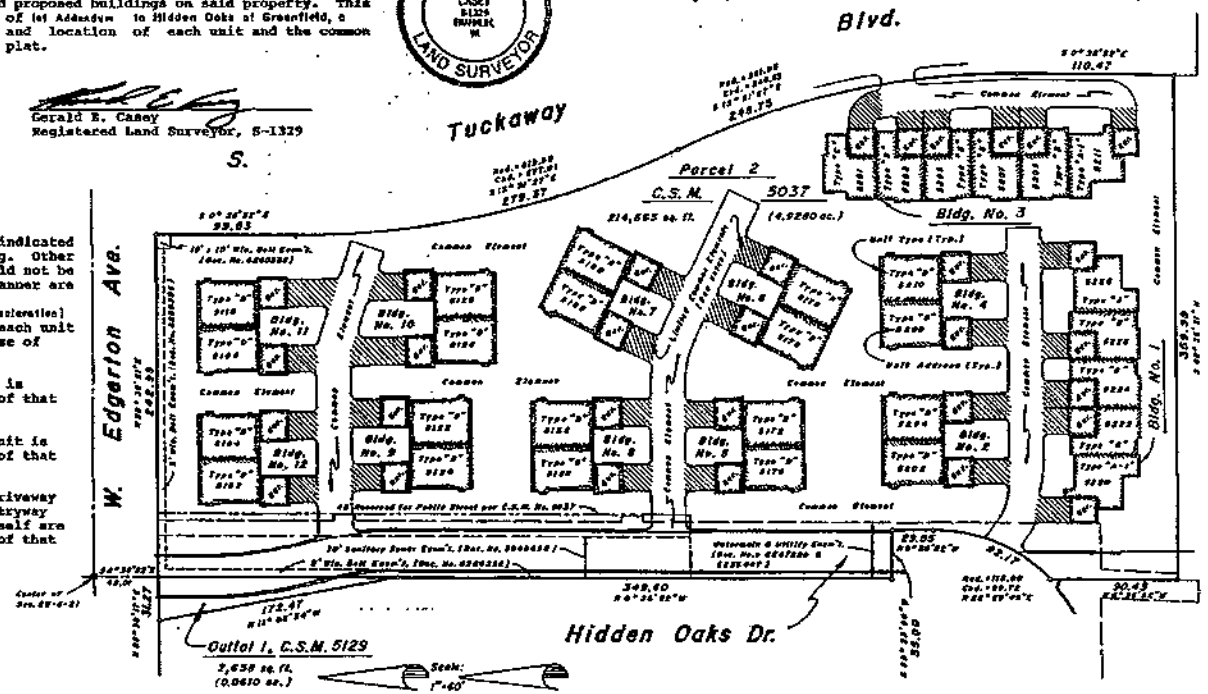
B. The patio adjacent to each unit is reserved for the exclusive use of that unit.

C. The driveway in front of each unit is reserved for the exclusive use of that unit.

D. The sidewalk leading from the driveway in front of each unit to the entryway of the unit and the entryway itself are reserved for the exclusive use of that unit.

Addresses:

Bldg. 1	5220 - 5228 S. Hidden Oaks Dr.
Bldg. 2	5202 - 5204 S. Hidden Oaks Dr.
Bldg. 3	5201 - 5211 S. Tuckaway Blvd.
Bldg. 4	5206 - 5210 S. Hidden Oaks Dr.
Bldg. 5	5170 - 5172 S. Hidden Oaks Dr.
Bldg. 6	5176 - 5178 S. Hidden Oaks Dr.
Bldg. 7	5158 - 5160 S. Hidden Oaks Dr.
Bldg. 8	5150 - 5152 S. Hidden Oaks Dr.
Bldg. 9	5120 - 5122 S. Hidden Oaks Dr.
Bldg. 10	5128 - 5128 S. Hidden Oaks Dr.
Bldg. 11	5108 - 5110 S. Hidden Oaks Dr.
Bldg. 12	5102 - 5104 S. Hidden Oaks Dr.



Job No. 87676

Sheet 1 of 7

REEL 4595 IMAGE 236

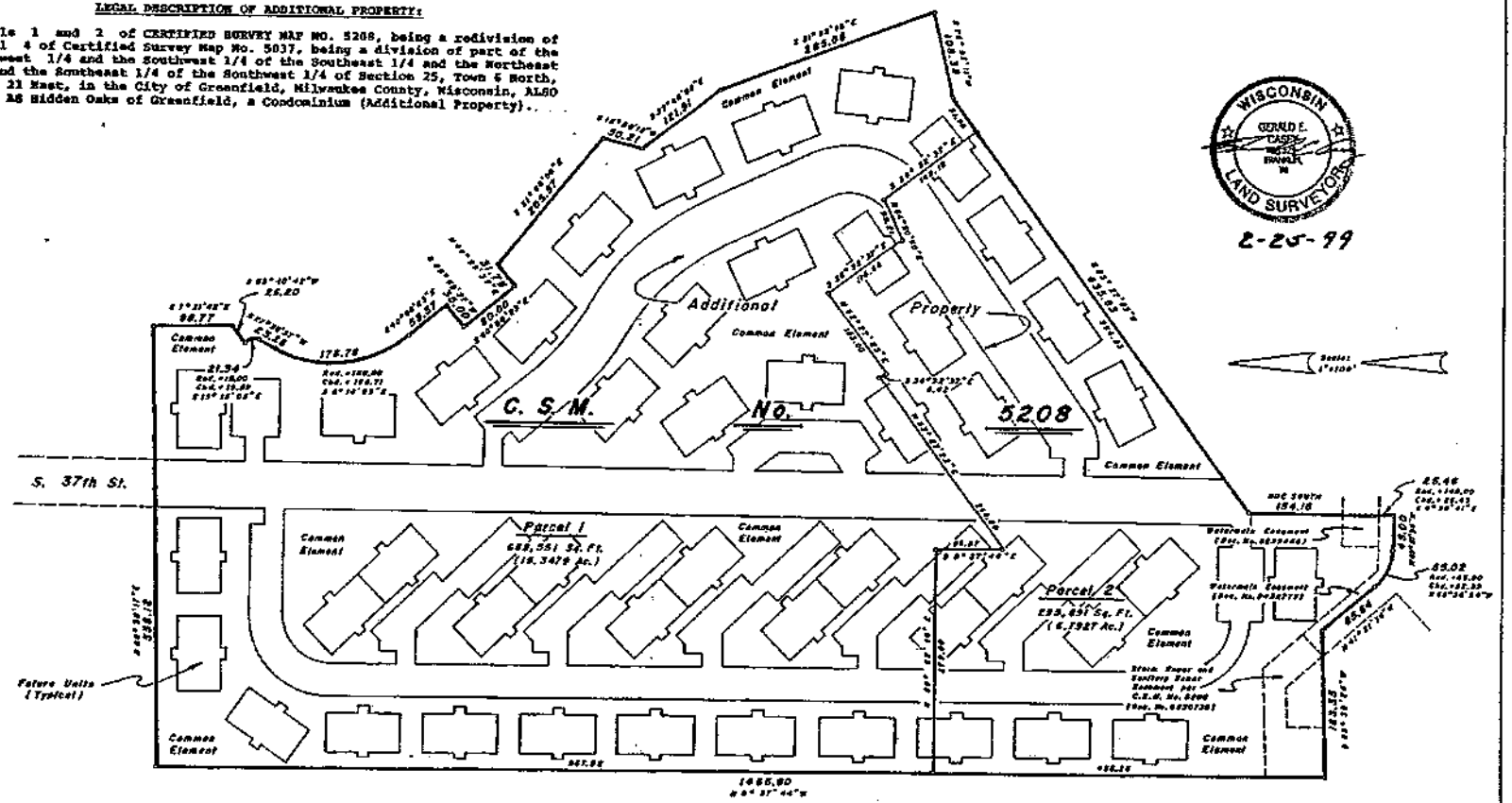
1st Addendum to

Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield, Milwaukee County, Wisconsin

LEGAL DESCRIPTION OF ADDITIONAL PROPERTY:

Parcels 1 and 2 of CERTIFIED SURVEY MAP NO. 5208, being a redivision of Parcel 4 of Certified Survey Map No. 5037, being a division of part of the Northwest 1/4 and the Southwest 1/4 of the Southeast 1/4 and the Northeast 1/4 and the Southeast 1/4 of the Southwest 1/4 of Section 25, Town 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, ALSO KNOWN AS Hidden Oaks of Greenfield, a Condominium (Additional Property).



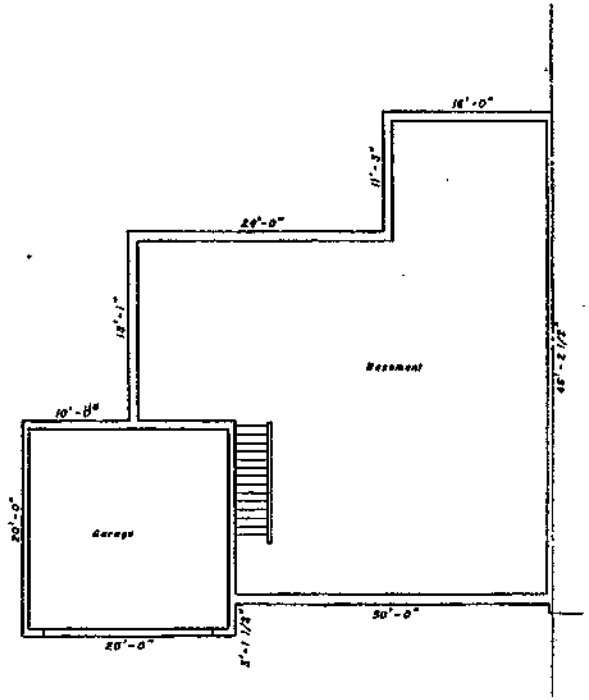
Sheet 2 of 7

REEL 4595 IMAGE 237

1st Addendum to

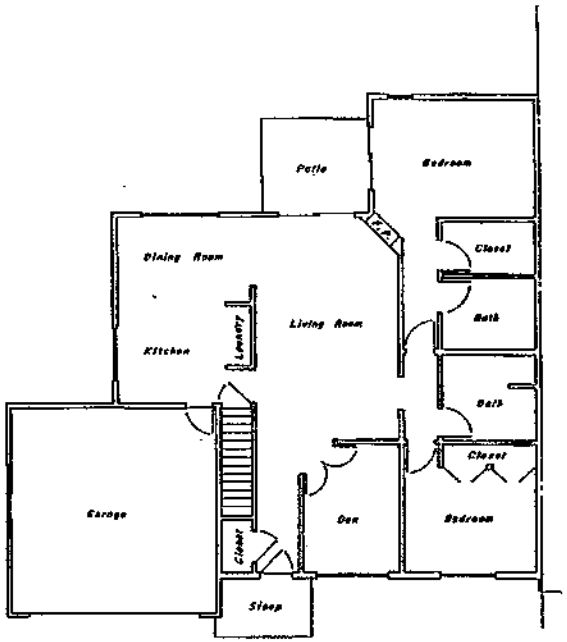
Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield, Milwaukee County, Wisconsin



Unit Type "A" Foundation Plan

Basement Area = 1403 sq. ft.



Unit Type "A" 1st Floor Plan

Garage Area = 394 sq. ft., Unit Area = 1403 sq. ft.

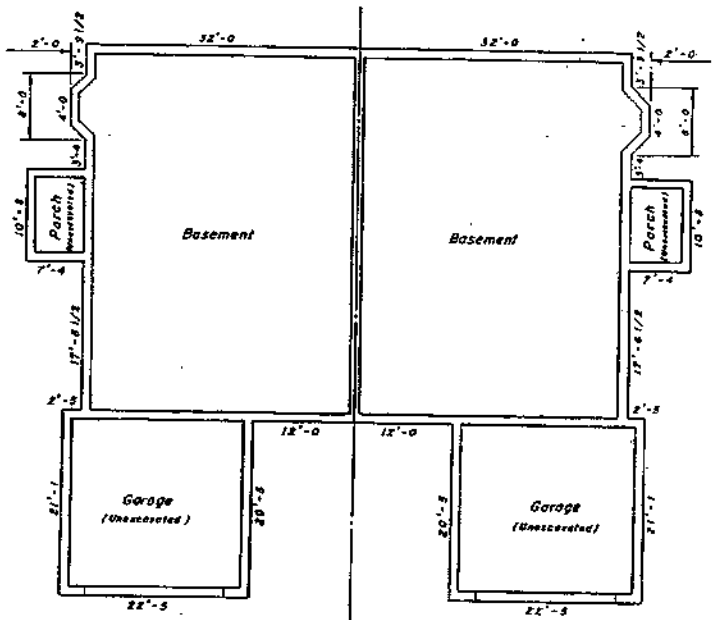
Sheet 5 of 7

REEL 4595 IMAGE 238

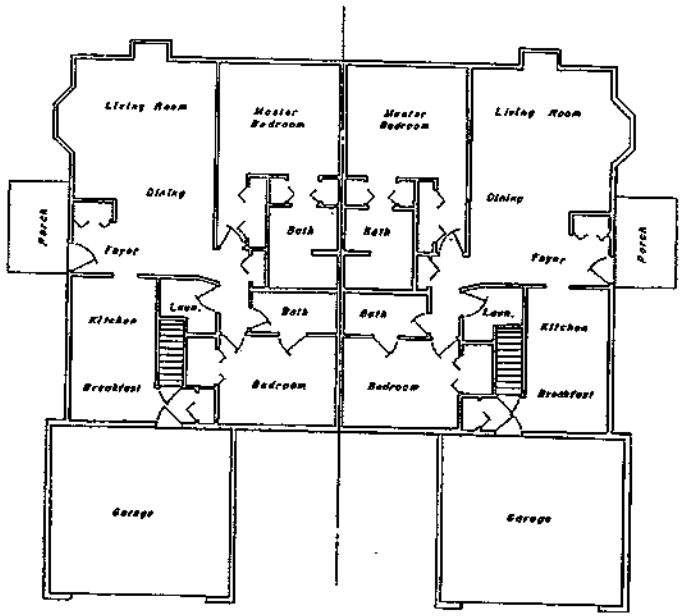
1st Addendum to

Hidden Oaks of Greenfield, a Condominium

A Condominium Community located in the City of Greenfield, Milwaukee County, Wisconsin



Unit Type "D" Foundation Plan



Unit Type "D" 1st Floor Plan

Unit Area = 1425 sq.ft. (each side)

Sheet 7 of 7

REEL 4595 IMAGE 242

REEL 4615 IMAG 466

7781232533

REGISTER'S OFFICE) SS
Milwaukee County, WI)

RECORDED AT 9:53 AM

07-29-1999

REEL 4615 IMAGE 466 TO 484 INCL.

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 46.00

AMENDED

RESTATED PLAN OF DEVELOPMENT

FOR

TUCKAWAY OF GREENFIELD

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RESTATED PLAN OF DEVELOPMENT FOR TUCKAWAY OF GREENFIELD

A Plan of Development for Tuckaway of Greenfield was made and declared on April 9, 1968 by Tuckaway Club Enterprises, Inc. and recorded on April 13, 1968 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. No. 4384860.

A Restated Plan of Development was made and declared on November 20th, 1978 by Tuckaway of Greenfield, Inc. and recorded November 30th, 1978 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. No. 5272989, and amended by Tuckaway of Greenfield, Inc. on October 1, 1987 and recorded November 11, 1987 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. 6122939.

The Board of Governors of Tuckaway of Greenfield, Inc., acting pursuant to the Plan, hereby on this day of 1998 amends and restates the Plan, intending that the following provisions shall supersede and replace the existing provisions.

1. General Statement. The purpose of the Plan is to preserve and enhance the value of the Real Estate (as defined in the Plan) and promote the welfare of persons occupying the Real Estate by providing a central agency which shall have the power and authority to own, manage, maintain and administer common areas and facilities and shall have general authority over the Real Estate as provided in the Plan. The central agency is Tuckaway of Greenfield, Inc., a nonstock corporation formed under the provisions of Chapter 181 of the Wisconsin Statutes; its board of directors shall be called a Board of Governors. More specifically, the powers and authority of the Board of Governors shall include, but not be limited to, owning and operating designated roadways and any other property and facilities common to the Real Estate, exercising the powers of any condominium or home-owner association whose failure to carry out the responsibilities provided in its documentation, after sufficient notice from the Board of Governors, may jeopardize other portions of Real Estate; and, adopting and administering reasonable rules and regulations for the health, safety and welfare of the Real Estate and its occupants. The Plan also establishes the power and provides the procedures for the Board of Governors to levy and collect assessments and other charges necessary for operation of the Real Estate. Except as provided in this Plan, it is intended that each condominium or home-owner association and each Owner of a portion of a real estate not owned in conjunction with condominium or home-owner association jurisdiction shall operate the property within its jurisdiction or ownership independently of the Board of Governors but not in conflict with the provisions of the Plan.

2. Description of Real Estate. The Real Estate which is subject to the Plan is the development known as Tuckaway of Greenfield, Inc., comprised of the nine condominium associations as shown on Exhibit "A" and described below.

(a) Amberwood Condominium Assoc. Parcel 1 and Parcel 2 of Certified Survey map No. 3550, being a part of the Southwest ¼ and the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(b) Cambridge Village Condominium Assoc. Parcel 1 of Certified Survey Map No. 5046, being a part of the Southwest ¼ and the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(c) Camelot Village Assoc., Inc. Lot 1 of Certified Survey Map No. 757, being a part of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(d) The Cloisters of Tuckaway. Bounded on the north by West Edgerton Ave., on the east by Camelot Village, on the south by Canterbury Road West, and on the west by Tuckaway Blvd. South. Further described by plat of survey No. 128051-E performed January 28th, 1971 by National Survey Services, Inc..

(e) Gazebo Condominiums. Parcel 1 of Certified Survey Map No. 5037, being a part of the Northwest ¼ and the Southwest ¼ of the Southeast ¼ and the Northeast ¼ and the Southeast ¼ of the Southwest ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(f) Hidden Oaks Condominiums of Greenfield. Parcel 2 of Certified Survey Map No. 5037, being a part of the Northwest ¼ and the Southwest ¼ of the Southeast ¼ and the Northeast ¼ and the Southeast ¼ of the Southwest ¼ of Section 25, Township 6 North, Range 21 East, in the city of Greenfield, Milwaukee County, Wisconsin.

(g) LaCasa Real Condominium Assoc. Parcel 1 of Certified Survey Map No. 5007, being a part of the Northwest ¼ of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, and Part of Parcel 1 of Certified Survey Map No. 2273, being a part of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(h) Windermere Estates Condominiums, Inc. Part of Parcel 1 of Certified Survey Map No. 2273, being a part of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(i) Woodbridge of Tuckaway. Parcel 1 and Parcel 2 of Certified Survey Map No. 1512, being a part of the Northwest ¼ and the Southwest ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

3. Excluded Lands. On October 1, 1987 an amendment to the Restated Plan of Development excluded from the Plan the parcels of land as shown on Exhibit "A" and described below:

Parcel 1 of Certified Survey Map No. 5208
Parcel 2 of Certified Survey Map No. 5208
Parcel 3 of Certified Survey Map No. 5037

The parcels were purchased by Capital Associates, and the Oaks of Greenfield Condominium was subsequently constructed on Parcel No. 3. The owner of the above described Excluded Lands shall have the right for the benefit of any part of the Excluded Lands to connect to all utility services now or hereafter serving the Real Estate. The owner of the Excluded Lands shall have no easement or right-of-way with respect to any Tuckaway of Greenfield, Inc. current development roads.

4. Definitions. The following terms, whenever used in this Plan, and in the Articles of Incorporation and By-Laws of Tuckaway of Greenfield, Inc. shall be defined as follows:

(a) "Owner". Record owner, whether one or more persons or entities, of the fee simple title to any portion of the Real Estate including a condominium owner. A purchaser in possession of any property subject to a land contract, instead of the vendor, shall be considered the owner.

(b) "Condominium Project". Any development located upon the Real Estate and declared to be a condominium pursuant to the Unit Ownership Act of the Wisconsin Statutes.

(c) "Plan of Development" or "Plan". The provisions set forth in the entire document, as the same may be amended from time to time.

(d) "Common Areas and Facilities". Real property and any personal property acquired by Tuckaway of Greenfield, Inc. which are intended to be devoted to the common use and enjoyment of all owners of the entire Real Estate.

(e) "Real Estate". The entire real property which is subject to this Plan.

(f) "Corporation". Tuckaway of Greenfield, Inc., a nonstock corporation formed pursuant to Chapter 181 of the Wisconsin Statutes.

5. Board of Governors.

(a) The Directors of the Corporation shall be known as the Board of Governors (sometimes the "Board") and the members of the Board shall be referred to as Governors.

(b) Each of the nine condominium projects shall be entitled to elect or appoint one Governor.

(c) Governors shall serve on the Board for a term of three years from the date of election or appointment or until the election or appointment of a successor whichever shall first occur, provided, however, that no term shall expire until a successor has been elected or appointed.

(d) The rights, powers, duties and obligations of the Board shall be as set forth in the Plan and the Articles of Incorporation and By-Laws of the Corporation as amended from time to time.

6. Vote of Governors. Each Governor shall be entitled to one vote upon each matter submitted to a vote.

7. Utilities.

(a) Easements have been granted and are hereby confirmed in favor of and for the Benefit of the Board, the City of Greenfield, the Milwaukee Waterworks, the Milwaukee Metropolitan Sewerage District, the Wisconsin Electric Power Company, the Wisconsin Natural Gas Company, the Wisconsin Telephone Company and all other appropriate municipal corporations, public utility companies and quasi-municipal corporations and quasi-public utility companies for the right to install, maintain, repair

and replace all sewer mains and laterals, all water mains, laterals and hydrants, all electric power lines and cables and other necessary utility equipment and facilities upon, in and above the Real Estate and further to use all means necessary to implement the purposes of this easement. However, no one shall be permitted to erect any poles or transmission mains or lines above ground without the express written consent of the Board.

(b) If and to the extent that a municipality or utility company is not obligated and responsible for maintaining, repairing and replacing any utility serving the Real Estate generally such as mains, etc., as compared to the service to any individual condominium or other project then this obligation and responsibility shall be under the management and control of the Board as an expense payable from the general assessment as provided in this Plan.

(c) The Board may promulgate and enforce rules and regulations affecting common utilities upon, in and above the Real Estate.

8. Development Roads.

(a) Attached to this Plan as Exhibit "B" is a sketch of the Real Estate showing those roads upon the Real Estate which are designated "Development Roads". The existing Development Roads serve only Camelot, Woodbridge, Cloisters, LaCasa Real, Windermere and the one building (6 units) of Hidden Oaks facing Tuckaway Boulevard. If in the future the owner of any roadway not presently designated a Development Road wishes such designation and wishes to convey the roadway to the Corporation, the Board shall not be required to accept any such designation or conveyance unless the Board, in its sole discretion, determines that the roadway will serve the benefit of at least three condominium projects or home-owner associations provided, however, that the Board shall accept any such road now or hereafter constructed if designated by the City of Greenfield or applicable governing municipality. Upon any additional roadway being designated a Development Road the Board shall determine which additional condominium projects or home-owner association, if any, are served by Development Roads.

(b) All Owners served by a Development Road shall have an easement for the benefit of themselves, their families, tenants, employees, invitees and permitees to use all Development Roads presently constructed or hereafter to be constructed.

(c) The Corporation shall maintain, repair or replace all Development Roads wherever located on the Real Estate and whether or not owned by the Corporation, as an expense payable from the roadway assessments as provided in paragraph 13(e) of this Plan.

(d) The Board may promulgate and enforce rules and regulations affecting Development Roads.

9. Fence and Other Common Areas and Facilities.

(a) No Owner or project association may remove or change the location of the existing chain-link fence surrounding the Real Estate except that the Board shall have the right, at its option, to remove, replace or change the location of the fence.

(b) The Corporation shall maintain, repair and replace the existing chain-link fence described above at the expense of all Owners determined and enforceable in the same manner as perimeter and area assessments as provided in paragraph 13(b) of this Plan.

(c) The Corporation shall maintain, repair and replace all other common areas and facilities owned by the Corporation as an expense from the general assessments as provided in this Plan.

(d) The Board may promulgate and enforce rules and regulations affecting the common areas and facilities owned by the Corporation.

10. Insurance.

(a) The Board shall obtain, maintain and pay the premiums upon such insurance as may be required to indemnify the City of Greenfield for any losses caused by the eruption, breaking, leaking or destruction of the water mains and related appurtenances located upon the Real Estate, all pursuant to any agreement executed or to be executed between the City of Greenfield and the Corporation.

(b) The Board shall provide and the Corporation shall pay for public liability insurance policies in such amounts and in such form as the Board may determine to be necessary in connection with the risks of the Corporation under the provisions of this Plan.

(c) The Board shall provide and the Corporation shall pay for workmen's compensation insurance coverage in such amounts and in such form as the Board may determine to be necessary.

(d) The Board shall provide and the Corporation shall pay for fidelity bonds on such Governors, officers or employees and in such amounts as the Board shall determine to be necessary.

(e) The Board shall provide and the Corporation shall pay for insurance coverage for loss by such hazards as the Board deems necessary to common areas and facilities owned by the Corporation or within its responsibility for management and control. In the event of any destruction to the common areas or facilities, they shall be reconstructed and repaired by the Board acting for the Corporation as soon as practicable. Insurance proceeds which may be paid or payable to the Corporation as a result of such destruction shall be deemed trust funds to be used for the express purpose of such reconstruction. If there are no insurance proceeds or if the insurance proceeds are not sufficient to pay the total cost of reconstruction and repair the deficiency shall be paid by all owners as a special assessment as provided in this Plan.

11. Operation of Condominiums and Other Projects.

(a) Each condominium or home-owner association and each Owner of a portion of the Real Estate not owned in conjunction with condominium or home-owner association jurisdiction shall carry out its obligations to maintain the exterior of all improvements within its jurisdiction or ownership in good order and repair and to maintain all lawns, parking lots and other land areas within its jurisdiction or ownership in good appearance and free from debris all in a manner as is consistent with good property management. In the event an association or such Owner shall fail to perform the obligations specified in this paragraph after notice from the Board in a manner and within such time as the Board deems reasonable under the circumstances, the Board may, upon an approval by 2/3 vote of members attending a properly constituted meeting, have the right to enter upon the property to repair and maintain the exterior of any building and any land area. All costs of such maintenance or repair shall become a parcel assessment upon such property as provided in this Plan.

(b) In the exercise of its independent jurisdiction or ownership, each association or Owner shall not take any action which is in conflict with the provisions of this Plan.

12. Compliance; Enforcement; Fines and Penalties.

(a) All Owners and residents shall comply with the rules and regulations which may be enacted by the Board pursuant to the provisions of this Plan, with the Articles of Incorporation and By-Laws of the Corporation, with all federal, state and local laws relating to the Real Estate and with all notices for compliance from the municipality or other governmental authority. If any Owner fails to so comply, the Owner may be sued for damages caused by the failure or for injuctive relief, or both by the Corporation or by any other unit owner.

(b) The Board may prescribe fines and penalties for failure of the residents or Owners to comply with the duties and obligations hereunder and they may also prescribe fines and penalties for the violation of any acts prohibited in this Plan or the By-Laws of the Corporation. Such fines or penalties, if unpaid, shall become a lien upon the Owner's interest in the Real Estate and shall remain a lien until paid in full; such fines and penalties shall also become a personal obligation of the resident or Owner. Enforcement may be by an action at law or by an action to foreclose the lien and violations may be enjoined.

13. Assessments.

(a) Each Owner by acceptance of a deed at any time after April 13, 1968, whether or not so expressed in such deed, shall be deemed to covenant and agree to pay to the Corporation assessments which may be charged by the Board in the following categories: General assessments and special assessments (formerly paragraph 34 of the By-Laws), parcel assessments (formerly paragraph 35 of the By-Laws), perimeter and area assessments (formerly paragraph 11 of the Plan) and roadway assessments (formerly part of paragraph 34 of the By-Laws).

(b) General assessments.

(i) The Board shall establish a "general account" to be used by the Board for the payment of expenses which are incurred and authorized by the Board for the purposes of utilities, other areas and facilities of the Real Estate and insurance all as described in paragraphs 7, 9(c) and 10 of this Plan.

(ii) Prior to the beginning of each fiscal year of the Corporation the Board shall prepare a budget of the expenditures which it proposes to make for the general account for the ensuing year and send a copy to all Owners. Not less than 15 nor more than 30 days thereafter, the Board shall vote upon adoption of the budget, with each Governor representing a condominum project or other membership organization being deemed to represent by proxy the members of such project or organization which elected or appointed him.

(iii) The amount of the approved annual budget shall be levied and assessed equally upon all Owners of living units as declared as of the first day of the fiscal year for such budget; however if any portion of the Real Estate is developed with other than living units, there shall first be an apportionment of the assessment based upon the ratio of the assessed value of each nonliving unit development to the assessed value of the Real Estate; the nonliving unit development or developments shall pay the proportions so determined by this method and the living units shall pay the remaining amount of the budget on the basis of an equal amount for each living unit.

(iv) If because of casualty loss or other emergency it becomes necessary for the Board to commit for an expenditure exceeding contingency amounts in the current general budget, available reserves and other available general funding, the Board may impose an additional assessment upon Owners if approved by not less than 4/5 of the votes of all existing Governors. The amount of such assessment shall be allocated to Owners in the same manner as annual general assessments.

(c) Parcel assessments.

If and to the extent the Board of Governors proposes to expend or has expended funds for the benefit of an individual condominium project or a separate parcel of the Real Estate in accordance with its powers described in paragraph 11 of this Plan, all owners of the condominium project or parcel shall be obligated to reimburse the Board of Governors promptly when billed and the amount so billed shall be an assessment until paid. In the case of a condominium project or home owner association project, each owner shall be billed and assessed that proportion of the total billing and assessment of the project which the interest in common areas and facilities appurtenant to his unit bears to the total of all such interests for the project.

(d) Perimeter and area assessments.

(i) All assessments on the perimeter and area benefit assessments assessed by the City of Greenfield, County of Milwaukee or any other appropriate governmental body against any of the Real Estate shall be paid by the Board and charged by the Board to all Owners as provided in this paragraph. The perimeter and area benefit assessments shall include, but not be limited to, those special assessments charged by an appropriate governmental body against the Real Estate or parts thereof for installation and maintenance of water and sewer systems, construction of streets, roadways and sidewalks.

(ii) Perimeter and area benefit assessments shall be apportioned amongst the Owners based upon the ratio which the assessed value of each living unit bears to the entire assessed value of the Real Estate.

(e) Roadway assessments.

(i) The Board shall establish a "roadway account" to be used by the Board for the payment of expenses which are incurred and authorized by the Board for the purposes of Development Roads as described in Paragraph 8 of this Plan. Examples of such expenses shall include repair, maintenance, replacement, snow plowing, lighting and insurance.

(ii) Prior to the beginning of each fiscal year of the Corporation, the Board shall prepare a budget of the expenditures which it proposes to make for the roadway account for the ensuing year and send a copy to all Owners served by the Development Roads. Not less than 15 nor more then 30 days thereafter, the Board shall vote upon adoption of the roadway budget, with each Governor representing a condominium project or other membership organization being deemed to represent by proxy the members of such project or organization which elected or appointed him.

(iii) The amount of the approved annual budget for Development Roads shall be levied and assessed equally upon all Owners of living units in condominium projects or other membership organizations served by Development Roads as declared as of the first day of the fiscal year for such budget.

(iv) If because of an emergency it becomes necessary for the Board to commit for an expenditure exceeding contingency amounts in the current roadway budget, available reserves and other available roadway finding, the Board may impose an additional assessment upon Owners served by Development Roads if approved by not less than four-fifths of the votes of all existing Governors representing condominium projects or other membership organizations served by Development Roads. The amount of such assessment shall be allocated to Owners served by Development Roads in the same manner as annual roadway assessment.

(f) Any costs incurred by the Board which are caused by the act or omission of any Owner shall entitle the Board to charge such Owner for the reasonable amount incurred or to be incurred as an assessment.

(g) All Owners shall pay the assessments which may be levied and charged against them by the Board. All assessments shall be paid to the treasurer of the Board at the time and place designated by the Board. No Owner may exempt himself from paying his assessment by waiver of the use or benefit of the facilities or improvements which constitutes the subject matter of the assessment nor by the abandonment of his legal or equitable interest in the Real Estate affected by the assessment. All assessments charged against an Owner shall immediately become the personal debt of the Owner and shall remain so until paid. Any unpaid assessments, including interest and penalty charges, if any, shall be a lien upon the defaulting Owner's real property until paid. No conveyance shall relieve the grantor, the grantee or the property of such lien and the grantor and grantee shall be jointly and severally liable for such assessments until paid in full.

(h) There shall be no requirement to file any such lien and this Plan shall constitute sufficient notice to Owners and to all successors in title. In addition, the provisions for assessment and enforcement of liens under the Unit Ownership Act of the State of Wisconsin and under Section 289.70 of the Wisconsin Statutes (entitled Maintenance Liens) shall be applicable. The Board shall be entitled to elect which procedure to pursue in collecting assessments. All liens provided by this Plan shall have the same priority as liens of an association of unit owners under the Unit Ownership Act of the State of Wisconsin.

(i) Each declaration of a condominium on the Real Estate shall delegate to the Board of Governors such assessment powers of the association of unit owners as are necessary to carry out the provisions of this Plan but without preventing the association of unit owners of any condominium project from levying any assessments for its own purposes.

(j) The Board shall, at the request of any Owner, his representative or mortgagee, furnish a written statement pursuant to the applicable provisions in the Unit Ownership Act of the State of Wisconsin setting forth the amount of unpaid assessments which if not provided within ten days after the request shall bar the Board from claiming any lien unless filed with the Register of Deeds for Milwaukee County, Wisconsin prior to the request for the statement. Upon payment of an assessment which shall have become a recorded lien, the Board shall furnish a receipt showing payment and, at the expense of the owner, a release of lien in recordable form.

(k) For convenience of administration normally the assessments upon Owners in a condominium or home-owner association project will be billed to the association for collection from individual Owners and remittance to the treasurer of the Corporation however utilization of this procedure shall not be a waiver of rights of the Corporation against any Owner who fails to pay any assessment provided in this Plan.

14. Qualification as Homeowners Association.

(a) The Corporation is intended to qualify as a Homeowners Association as that term is defined in the Internal Revenue Code.

(b) No part of the net earnings of the Corporation shall inure (other than by acquiring, constructing or providing management, maintenance, and care of "association property", as that term is defined in the Internal Revenue Code, and other than by a rebate of excess fees or assessments) to the benefit of any Owner, member or individual.

15. Amendments. This Plan may be amended by an affirmative vote of not less than 4/5 of the votes of all existing Governors. Copies of such amendments shall be certified by the President and Secretary of the Corporation and shall be in recordable form. A copy of the amendment shall be filed with the Register of Deeds for Milwaukee County, Wisconsin and a copy of the amendment shall be mailed or delivered to each Owner.

16. Severability. The provisions of the Plan and the By-Laws shall be considered severable; if any of the provisions are declared to be void, invalid or illegal by any statute or decree of any court, this shall not in any way affect the other provisions of this Plan or the By-Laws.

17. Interpretation as One Document. This Plan and the Articles of Incorporation and By-Laws of the Corporation shall be interpreted as one document for all purposes to carry out the intent of these documents. All portions of the Unit Ownership Act of the State of Wisconsin which are applicable to the intent of these documents are incorporated by this reference.

18. Covenants Run With Land; Successors. This Plan shall constitute a covenant running with the land and shall be binding upon and inure to the benefit of all Owners, occupants and parties claiming an interest in the Real Estate and their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, Tuckaway of Greenfield, Inc., having duly adopted this restated Plan of Development by appropriate corporate action, has caused this document to be executed on date first above written by its President and Secretary being authorized to so act.

CONSENT

Tuckaway of Greenfield, Inc.,a Wisconsin Corporation, as described in the foregoing Restated Plan of Development, hereby consents to and agrees to be bound by the maintenance responsibility and perimeter and area benefit assessment provisions of the Plan.

Dated 4th day of June, 1999.

TUCKAWAY OF GREENFIELD, INC.
BY Irene B. Michaelis
President

Attest:

BY _____
Secretary



State of Wisconsin
Milwaukee County

Judy L. Umbreit
NOtary Public, State of Wisconsin

6/6/99
My commission expires

IN WITNESS WHEREOF, this Document has been executed this 4th day of June 1999.

TUCKAWAY OF GREENFIELD, INC.

BY Irene B Michaelis

_____, President

Attest:

BY James L. Umbreit

_____, Secretary

NOTARIZATION

Personally came before me this 4th day of June, 1999, Irene B, Michaelis, President and James L. Umbreit, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such president and secretary of said corporation, and acknowledged that they execut ed the foregoing instrument as such officers as the deed of said corporation, by its authority.

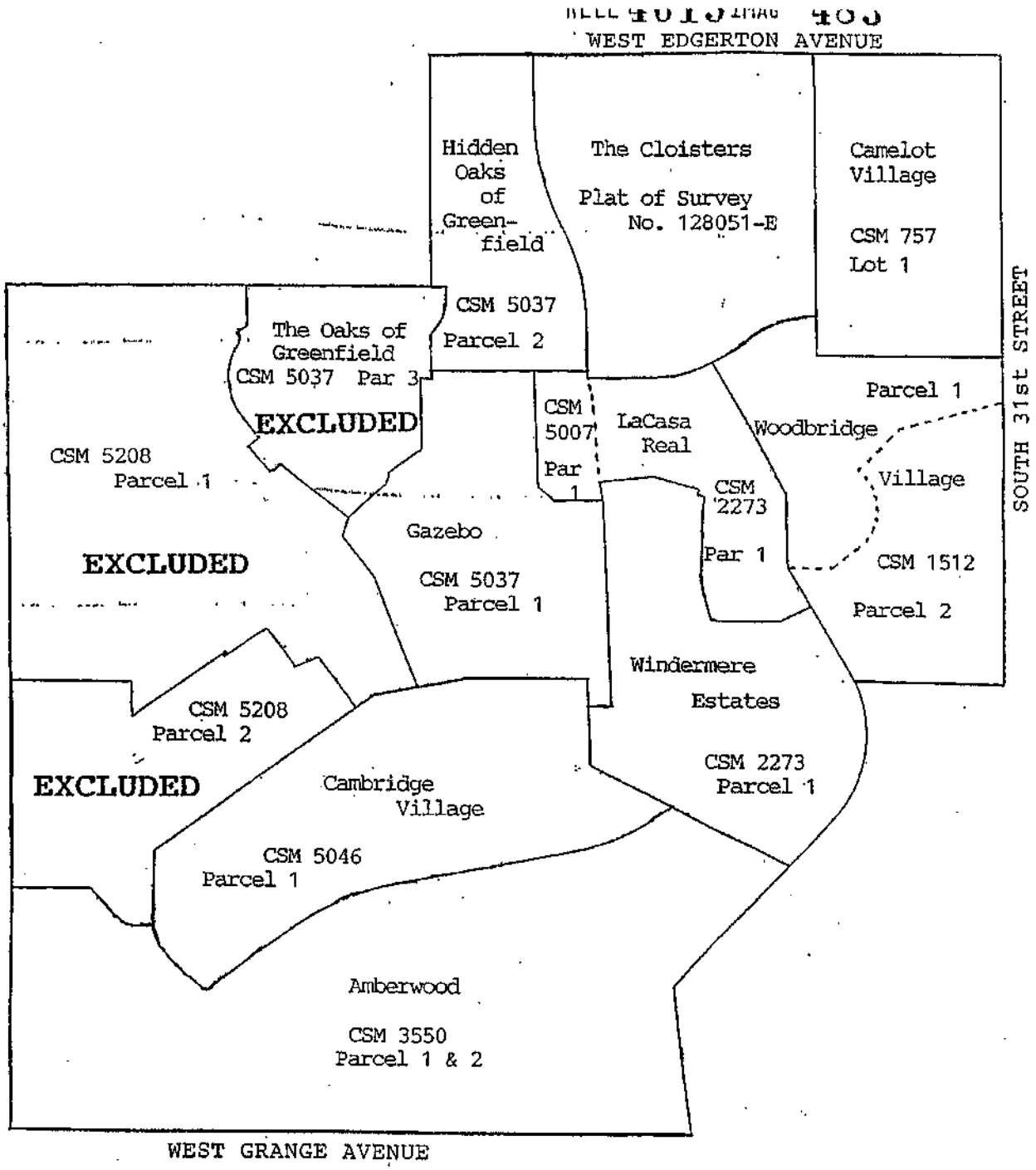
JUDY L. UMBREIT NOTARY PUBLIC STATE OF WISCONSIN

Judy L. Umbreit

Notary Public, Milwaukee County, Wisconsin

My Commission Expires 6/6/99

This instrument was drafted by Morton M. Grodsky



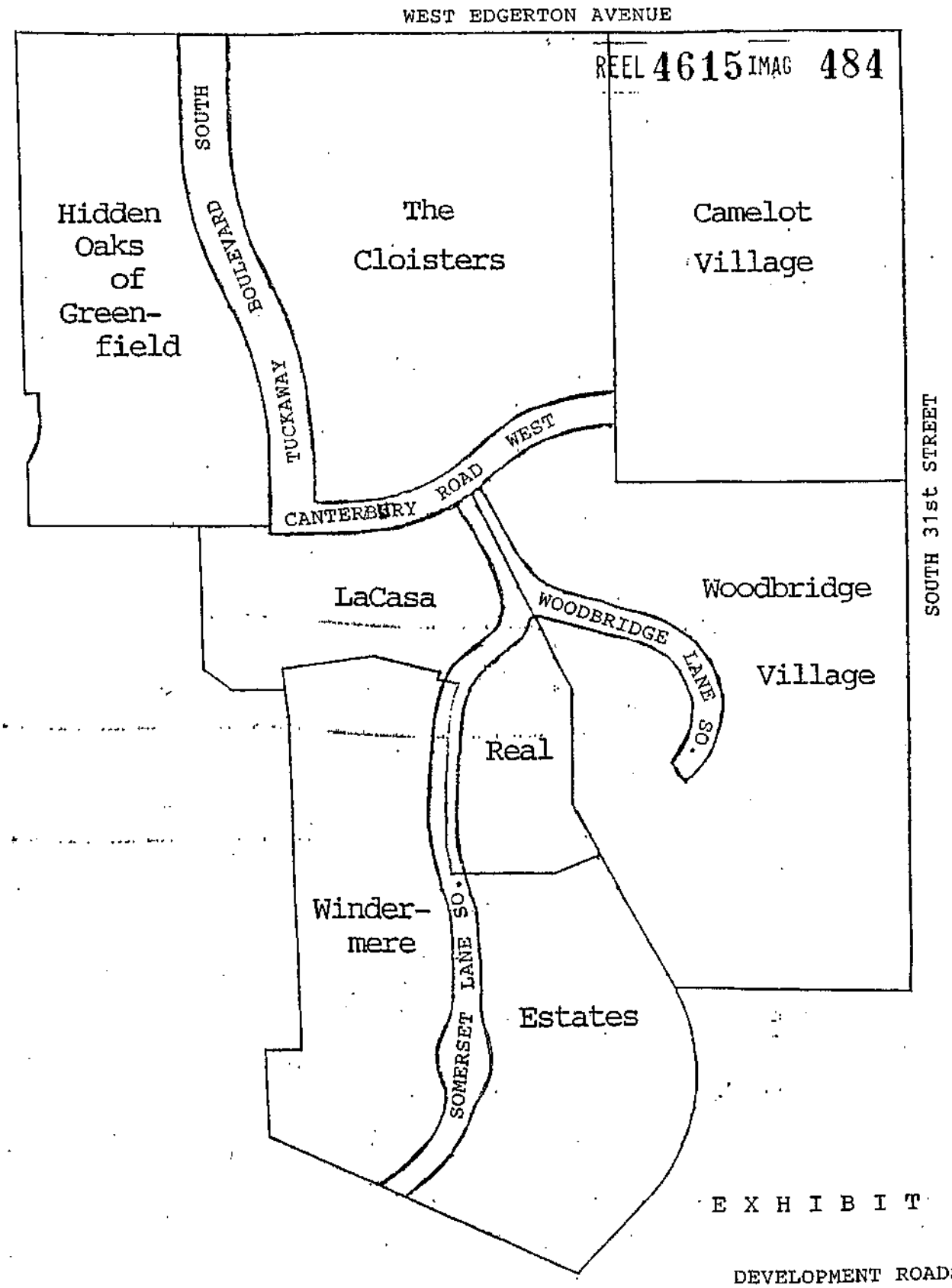
E X H I B I T "A"

THE REAL ESTATE

AND

EXCLUDED LANDS

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E X H I B I T "B"

DEVELOPMENT ROADS

Dear Hidden Oaks Owner,

Happy New Year! As many of you are aware the Board of Directors has worked diligently to compile a comprehensive Rules and Regulations policy. The most current copy of this was given to all residents and has been in effect since March 10, 2015. These rules, regulations and guidelines are intended to benefit the residents as a whole by creating certainty as to, among other things, how the Association's common and limited common areas may be utilized and what conduct will be permitted within Hidden Oaks.

Beginning on February 1, 2016 the Board of Directors has designated a Fine Policy to help to fairly enforce all of the Association's Governing Documents including the Rules and Regulations. The intention is to never have to fine anyone, however, there must be a level of enforceability when creating rules. The Fine Policy will be conducted fairly and uniformly, and will follow the outline below. You may want to take a moment to review the grievance/appeal procedure as this time as well. Taking time to review the documents and correcting any violations will ensure that your community stays an enjoyable home for all owners.

REPORTING VIOLATIONS: although Residents are encouraged to resolve issues in a friendly and constructive "neighbor-to-neighbor" basis, this may not always be possible. To that end, any resident wishing to report a violation of the Governing Documents may do so by sending, in writing, a report of violation to the Association's Property Manager. Please note: Residents reporting violations may be required to attend grievance and appeal hearings per the Governing Documents.

NOTICE OF VIOLATION: When a violation has been brought to the Board's attention, an initial Notice of Violation shall be sent via US Mail to the Owner explaining the violation and requesting compliance within ten (10) calendar days.

SECOND NOTICE: if the violation still exists on the eleventh ($11^{th)}$ calendar day after the Notice of Violation, a second Notice shall be sent referencing the Notice of Violation and requesting compliance within 10 calendar days. A **$50.00 FINE** will be assessed with this Second Notice.

CONTINUING VIOLATIONS: If the violation continues after the eleventh ($11^{th)}$ day of the Second Notice an additional **$50.00 FINE** will be assessed and will continue to incur **$50.00 FINES** every eleven (11) days that the violation continues.

Again, it is the hopes of the Board of Directors that fines will not be necessary and that all the Owners and guests of Hidden Oaks Condominiums will take the Rules and Regulations seriously and continue to comply with them consistently. Thank you in advance for your anticipated cooperation.

Sincerely,

HIDDEN OAKS OF GREENFIELD CONDOMINIUM ASSOCIATION, INC.
Board of Directors

Hidden Oaks Condominiums of Greenfield

Responsibility Table

This table was commissioned by the Board of Directors in the Spring of 2018 to try to resolve in a concise way which of the responsibilities for the Maintenance, Repair and Replacement of the many elements of our buildings rest with the unit owners and which rest with the Hidden Oaks Condominiums of Greenfield. The Table was prepared by attorney Jason Johnson of Riverfront Law Office, LLC. after a thorough review of all the documents governing Hidden Oaks. To the extent that new aspects not covered in the table come to the attention of the Board, they will be resolved and added at a future date. In that sense, the Table is a work in progress.

To help all understand the table better, Maintenance is defined as routine work requiring minor effort and minimal cost. Repair would be a corrective action that would return the element of the building to full usability by the use of materials and/or labor. Replacement obviously means the broken or non-functioning element would be completely replaced. To use the example of a lawnmower, Maintenance would entail cleaning out the grass clippings, adding oil or having the blade sharpened. Repair would include putting in a new spark plug or replacing a broken wheel.
Replacement means the old mower is broken beyond repair, and a trip to the hardware store to get a new machine.

	Association			Unit Owner			Document Reference
Item	Maint.	Repair	Replace	Maint.	Repair	Replace	
Air conditioner/Central Air				X	X	X	Bylaws Art VI §1(b)
Added modifications to original unit	See Variance form and procedure			X	X	X	Bylaws Art VI §1(b)
Basement Walls & Floor - Structure	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Basement Walls & Floor - Finishes (ie. Paint, drywall, framing, carpet)				X	X	X	Bylaws Art VI §1(b)
Bathtubs/Surrounds/Shower Stalls				X	X	X	Bylaws Art VI §1(b)
Cabinets, all rooms				X	X	X	Bylaws Art VI §1(b)
Chimneys	X	X	X				Dec. Art II §2.3, Bylaws Art VI §1(a)
Chimney caps	X	X	X				Dec. Art II §2.3, Bylaws Art VI §1(a)
Concrete Patio		X	X	X			Dec. Art II §2.3, Bylaws Art VI §1(a)
*** Railing on concrete patio	5220 & 5226			X	X	X	
Concrete stoop		X	X	X			Dec. Art II §2.3, Bylaws Art VI §1(a)
Concrete walkway	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Concrete sidewalks	Units 5102, 5108, 5122 & 5126 per variance			X	X	X	
Deck boards		X	X	X			Bylaws Art VI §1(d)
Deck board finish - stain		X	X	X			Bylaws Art VI §1(d)
Decks - replaced by owner				X	X	X	
Dishwasher				X	X	X	Bylaws Art VI §1(b)
Doors - Exterior (including garage access)				X	X	X	Bylaws Art VI §1(b)
Door - Hardware				X	X	X	Bylaws Art VI §1(b)
Doors - Interior				X	X	X	Bylaws Art VI §1(b)
Doors- Patio				X	X	X	Bylaws Art VI §1(b)
Drains-Interior				X	X	X	Bylaws Art VI §1(b)
Dryer vent cleaning				X	X	X	Bylaws Art VI §1(b)
Drywall - Exterior wall or ceiling of the building - damage by common element	See Insurance and Repair Rule adopted May 1, 2018. Association coverage up to $500 if applicable.						
Drywall - Inside wall or ceiling of unit				X	X	X	Bylaws Art VI §1(b)

	Association			Unit Owner			Document Reference
Item	Maint.	Repair	Replace	Maint.	Repair	Replace	
Drywall Finishes - anything put on surface of drywall				X	X	X	Bylaws Art VI §1(b)
Driveway	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Drywall				X	X	X	Dec. Art II §2.2, Bylaws Art VI §1(b)
Electrical Breaker Box		X	X	X			Dec. Art IV, §4.1 (g)(i)&(ii)
Electrical Outlets & switches				X	X	X	Bylaws Art VI §1(b)
Electrical wiring service only unit				X	X	X	Bylaws Art VI §1(b)
Exhaust fans				X	X	X	Bylaws Art VI §1(b)
Exterminating - inside of unit				X	X	X	Bylaws Art VI §1(b)
Fireplace							N/A or Fixture?
Fire suppression system Sprinklers - Linear buildings only							Not in documents
Fire - pull stations in Linear buildings only							Not in documents
Flashing above windows	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Floor coverings				X	X	X	Bylaws Art VI §1(b)
Flooring - sub and underlayment	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Front door				X	X	X	Bylaws Art VI §1(b)
Front door hardware				X	X	X	Bylaws Art VI §1(b)
Furnace and venting				X	X	X	Bylaws Art VI §1(b)
Garage door				X	X	X	Bylaws Art VI §1(b)
Garage door opener				X	X	X	Bylaws Art VI §1(b)
Garage floor - cement slab				X	X	X	Bylaws Art VI §1(a)
Garage floor - any type of finish				X	X	X	Bylaws Art VI §1(b)
Garage Wall & Ceiling - Drywall and any finish on framing				X	X	X	Bylaws Art VI §1(b)
Garbage Disposal				X	X	X	Bylaws Art VI §1(b)
Garbage - trash pick-up	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Gutters and downspouts	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Landscaping - within 3' of building	X	X	X	Unless Variance present			Bylaws Art VI §1(a)
Lawn cutting	X	X	X				Bylaws Art VI §1(a)
Lawn fertilizer	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Light fixture - Exterior	X	X	X				Bylaws Art VI §1(a)
Light fixture - Exterior Light bulbs				X	X	X	Bylaws Art VI §1(c)
Light fixture - Interior				X	X	X	Bylaws Art VI §1(b)
Light fixture, photo cell				X	X	X	Bylaws Art VI §1(c)
Mailbox	X	X	X				Dec. Art II §2.3(ix), Bylaws Art VI §1(a)
Microwave				X	X	X	Bylaws Art VI §1(b)
Painting, interior				X	X	X	Bylaws Art VI §1(b)
Painting, exterior	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Plugged Drains - servicing 1 unit				X	X	X	Bylaws Art VI §1(b)
Plumbing inside bldg.				X	X	X	Bylaws Art VI §1(b)
Radon Mitigation Equipment	X	X	X				Bylaws Art VI §1(a)
Radon Mitigation Equipment-Unit 5126	5126 Owner Responsible - Roofmate has system but they wanted their own as well						
Range/Stove				X	X	X	Bylaws Art VI §1(b)
Refrigerator				X	X	X	Bylaws Art VI §1(b)

	Association			Unit Owner			Document Reference
Item	Maint.	Repair	Replace	Maint.	Repair	Replace	
Roof	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Satellite Dish				X	X	X	Bylaws Art VI §5(k), Rules and Reg § 25
Screens for window and doors				X	X	X	Bylaws Art VI §1(b)
Sewer System - maint of laterals	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Shrubs & trees	X	X	X	Unless Variance present			Bylaws Art VI §1(a)
Siding	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Sinks				X	X	X	Bylaws Art VI §1(b)
Smoke & CO detectors				X	X	X	Bylaws Art VI §1(b)
Snow removal, driveway	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Snow removal, walkways	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Snow removal - Ice Control - thaw/freeze not during an active snow event				X			Bylaws Art VI §1(a),(d)
Sump Pump - Side-by-side bldg				X	X	X	Bylaws Art VI §1(b)
Sump Pump Battery - Side-by-side bldg				X	X	X	Bylaws Art VI §1(b)
Sump Pump - Linear bldg	Association ALL - Sump services building not just one unit						Dec. Art II §2.6, Bylaws Art VI §1(a)
Sump Pump Battery - Linear bldg							Dec. Art II §2.6, Bylaws Art VI §1(a)
Thermostats				X	X	X	Bylaws Art VI §1(b)
Toilet				X	X	X	Bylaws Art VI §1(b)
Tuck pointing	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Washer and Dryer				X	X	X	Bylaws Art VI §1(b)
Water heater				X	X	X	Bylaws Art VI §1(b)
Water spigot	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Watering lawn	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Watering new plantings	X	X	X				Dec. Art II §2.6, Bylaws Art VI §1(a)
Window, skylights & solar tubes				X	X	X	Bylaws Art VI §1(b)
Window glass				X	X	X	Bylaws Art VI §1(c)
Window replacement				X	X	X	Bylaws Art VI §1(b)
Windows, interior staining				X	X	X	Bylaws Art VI §1(c)

GENERAL NOTES:

1) Structural alterations, exterior alterations, alterations to common or limited common elements, or installation of any improvements or equipment which may affect other units requires prior consent of the Association.

2) If approved by the Association, the responsibility for maintenance, repair, or replacement of any alteration made by a unit owner is solely the responsibility of the unit owner.

Note: All answers found in the Declaration Article II and Bylaws Art. VI unless specifically noted. Please contact an attorney for advise and interpretation of disputed items.

RESTATED PLAN OF DEVELOPMENT FOR TUCKAWAY OF GREENFIELD

A Plan of Development for Tuckaway of Greenfield was made and declared on April 9, 1968 by Tuckaway Club Enterprises, Inc. and recorded on April 13, 1968 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. No. 4384860.

A Restated Plan of Development was made and declared on November 20th, 1978 by Tuckaway of Greenfield, Inc. and recorded November 30th, 1978 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. No. 5272989, and amended by Tuckaway of Greenfield, Inc. on October 1, 1987 and recorded November 11, 1987 in the office of the Register of Deeds for Milwaukee County, Wisconsin as Doc. 6122939.

The Board of Governors of Tuckaway of Greenfield, Inc., acting pursuant to the Plan, hereby on this day of 1998 amends and restates the Plan, intending that the following provisions shall supersede and replace the existing provisions.

1. General Statement. The purpose of the Plan is to preserve and enhance the value of the Real Estate (as defined in the Plan) and promote the welfare of persons occupying the Real Estate by providing a central agency which shall have the power and authority to own, manage, maintain and administer common areas and facilities and shall have general authority over the Real Estate as provided in the Plan. The central agency is Tuckaway of Greenfield, Inc., a nonstock corporation formed under the provisions of Chapter 181 of the Wisconsin Statutes; its board of directors shall be called a Board of Governors. More specifically, the powers and authority of the Board of Governors shall include, but not be limited to, owning and operating designated roadways and any other property and facilities common to the Real Estate, exercising the powers of any condominium or home-owner association whose failure to carry out the responsibilities provided in its documentation, after sufficient notice from the Board of Governors, may jeopardize other portions of Real Estate; and, adopting and administering reasonable rules and regulations for the health, safety and welfare of the Real Estate and its occupants. The Plan also establishes the power and provides the procedures for the Board of Governors to levy and collect assessments and other charges necessary for operation of the Real Estate. Except as provided in this Plan, it is intended that each condominium or home-owner association and each Owner of a portion of a real estate not owned in conjunction with condominium or home-owner association jurisdiction shall operate the property within its jurisdiction or ownership independently of the Board of Governors but not in conflict with the provisions of the Plan.

2. Description of Real Estate. The Real Estate which is subject to the Plan is the development known as Tuckaway of Greenfield, Inc., comprised of the nine condominium associations as shown on Exhibit "A" and described below.

(a) Amberwood Condominium Assoc. Parcel 1 and Parcel 2 of Certified Survey map No. 3550, being a part of the Southwest ¼ and the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(b) Cambridge Village Condominium Assoc. Parcel 1 of Certified Survey Map No. 5046, being a part of the Southwest ¼ and the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(c) Camelot Village Assoc., Inc. Lot 1 of Certified Survey Map No. 757, being a part of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(d) The Cloisters of Tuckaway. Bounded on the north by West Edgerton Ave., on the east by Camelot Village, on the south by Canterbury Road West, and on the west by Tuckaway Blvd. South. Further described by plat of survey No. 128051-E performed January 28th, 1971 by National Survey Services, Inc..

(e) Gazebo Condominiums. Parcel 1 of Certified Survey Map No. 5037, being a part of the Northwest ¼ and the Southwest ¼ of the Southeast ¼ and the Northeast ¼ and the Southeast ¼ of the Southwest ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(f) Hidden Oaks Condominiums of Greenfield. Parcel 2 of Certified Survey Map No. 5037, being a part of the Northwest ¼ and the Southwest ¼ of the Southeast ¼ and the Northeast ¼ and the Southeast ¼ of the Southwest ¼ of Section 25, Township 6 North, Range 21 East, in the city of Greenfield, Milwaukee County, Wisconsin.

(g) LaCasa Real Condominium Assoc. Parcel 1 of Certified Survey Map No. 5007, being a part of the Northwest ¼ of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin, and Part of Parcel 1 of Certified Survey Map No. 2273, being a part of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(h) Windermere Estates Condominiums, Inc. Part of Parcel 1 of Certified Survey Map No. 2273, being a part of the Southeast ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

(i) Woodbridge of Tuckaway. Parcel 1 and Parcel 2 of Certified Survey Map No. 1512, being a part of the Northwest ¼ and the Southwest ¼ of Section 25, Township 6 North, Range 21 East, in the City of Greenfield, Milwaukee County, Wisconsin.

3. Excluded Lands. On October 1, 1987 an amendment to the Restated Plan of Development excluded from the Plan the parcels of land as shown on Exhibit "A" and described below:

Parcel 1 of Certified Survey Map No. 5208
Parcel 2 of Certified Survey Map No. 5208
Parcel 3 of Certified Survey Map No. 5037

The parcels were purchased by Capital Associates, and the Oaks of Greenfield Condominium was subsequently constructed on Parcel No. 3. The owner of the above described Excluded Lands shall have the right for the benefit of any part of the Excluded Lands to connect to all utility services now or hereafter serving the Real Estate. The owner of the Excluded Lands shall have no easement or right-of-way with respect to any Tuckaway of Greenfield, Inc. current development roads.

4. Definitions. The following terms, whenever used in this Plan, and in the Articles of Incorporation and By-Laws of Tuckaway of Greenfield, Inc. shall be defined as follows:

(a) "Owner". Record owner, whether one or more persons or entities, of the fee simple title to any portion of the Real Estate including a condominium owner. A purchaser in possession of any property subject to a land contract, instead of the vendor, shall be considered the owner.

(b) "Condominium Project". Any development located upon the Real Estate and declared to be a condominium pursuant to the Unit Ownership Act of the Wisconsin Statutes.

(c) "Plan of Development" or "Plan". The provisions set forth in the entire document, as the same may be amended from time to time.

(d) "Common Areas and Facilities". Real property and any personal property acquired by Tuckaway of Greenfield, Inc. which are intended to be devoted to the common use and enjoyment of all owners of the entire Real Estate.

(e) "Real Estate". The entire real property which is subject to this Plan.

(f) "Corporation". Tuckaway of Greenfield, Inc., a nonstock corporation formed pursuant to Chapter 181 of the Wisconsin Statutes.

5. Board of Governors.

(a) The Directors of the Corporation shall be known as the Board of Governors (sometimes the "Board") and the members of the Board shall be referred to as Governors.

(b) Each of the nine condominium projects shall be entitled to elect or appoint one Governor.

(c) Governors shall serve on the Board for a term of three years from the date of election or appointment or until the election or appointment of a successor whichever shall first occur, provided, however, that no term shall expire until a successor has been elected or appointed.

(d) The rights, powers, duties and obligations of the Board shall be as set forth in the Plan and the Articles of Incorporation and By-Laws of the Corporation as amended from time to time.

6. Vote of Governors. Each Governor shall be entitled to one vote upon each matter submitted to a vote.

7. Utilities.

(a) Easements have been granted and are hereby confirmed in favor of and for the Benefit of the Board, the City of Greenfield, the Milwaukee Waterworks, the Milwaukee Metropolitan Sewerage District, the Wisconsin Electric Power Company, the Wisconsin Natural Gas Company, the Wisconsin Telephone Company and all other appropriate municipal corporations, public utility companies and quasi-municipal corporations and quasi-public utility companies for the right to install, maintain, repair

and replace all sewer mains and laterals, all water mains, laterals and hydrants, all electric power lines and cables and other necessary utility equipment and facilities upon, in and above the Real Estate and further to use all means necessary to implement the purposes of this easement. However, no one shall be permitted to erect any poles or transmission mains or lines above ground without the express written consent of the Board.

(b) If and to the extent that a municipality or utility company is not obligated and responsible for maintaining, repairing and replacing any utility serving the Real Estate generally such as mains, etc., as compared to the service to any individual condominium or other project then this obligation and responsibility shall be under the management and control of the Board as an expense payable from the general assessment as provided in this Plan.

(c) The Board may promulgate and enforce rules and regulations affecting common utilities upon, in and above the Real Estate.

8. Development Roads.

(a) Attached to this Plan as Exhibit "B" is a sketch of the Real Estate showing those roads upon the Real Estate which are designated "Development Roads". The existing Development Roads serve only Camelot, Woodbridge, Cloisters, LaCasa Real, Windermere and the one building (6 units) of Hidden Oaks facing Tuckaway Boulevard. If in the future the owner of any roadway not presently designated a Development Road wishes such designation and wishes to convey the roadway to the Corporation, the Board shall not be required to accept any such designation or conveyance unless the Board, in its sole discretion, determines that the roadway will serve the benefit of at least three condominium projects or home-owner associations provided, however, that the Board shall accept any such road now or hereafter constructed if designated by the City of Greenfield or applicable governing municipality. Upon any additional roadway being designated a Development Road the Board shall determine which additional condominium projects or home-owner association, if any, are served by Development Roads.

(b) All Owners served by a Development Road shall have an easement for the benefit of themselves, their families, tenants, employees, invitees and permitees to use all Development Roads presently constructed or hereafter to be constructed.

(c) The Corporation shall maintain, repair or replace all Development Roads wherever located on the Real Estate and whether or not owned by the Corporation, as an expense payable from the roadway assessments as provided in paragraph 13(e) of this Plan.

(d) The Board may promulgate and enforce rules and regulations affecting Development Roads.

9. Fence and Other Common Areas and Facilities.

(a) No Owner or project association may remove or change the location of the existing chain-link fence surrounding the Real Estate except that the Board shall have the right, at its option, to remove, replace or change the location of the fence.

(b) The Corporation shall maintain, repair and replace the existing chain-link fence described above at the expense of all Owners determined and enforceable in the same manner as perimeter and area assessments as provided in paragraph 13(b) of this Plan.

(c) The Corporation shall maintain, repair and replace all other common areas and facilities owned by the Corporation as an expense from the general assessments as provided in this Plan.

(d) The Board may promulgate and enforce rules and regulations affecting the common areas and facilities owned by the Corporation.

10. Insurance.

(a) The Board shall obtain, maintain and pay the premiums upon such insurance as may be required to indemnify the City of Greenfield for any losses caused by the eruption, breaking, leaking or destruction of the water mains and related appurtenances located upon the Real Estate, all pursuant to any agreement executed or to be executed between the City of Greenfield and the Corporation.

(b) The Board shall provide and the Corporation shall pay for public liability insurance policies in such amounts and in such form as the Board may determine to be necessary in connection with the risks of the Corporation under the provisions of this Plan.