01-06-12

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

POLICY

AND

PROCEDURE

MANUAL

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

04/02/15

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Thank you.

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

DISCLAIMER and INTRODUCTION SHEET

Manchester Village Owners Association, Inc ("MVOA") makes no representations, warranties or guarantees regarding the attached Restatement of Declaration of Condominium of Manchester Village Condominium (the "Declaration"), By-Laws of Manchester Village Owners Association, Inc. (the "By-Laws"), Rules & Regulations, amendments to the Declaration and all other documents. MVOA has provided the attached Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents for informational purposes only as an accommodation to you, the Buyer.

MVOA is not responsible to explain, to interpret or to make sure you understand the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents provided by MVOA to you.

It is the responsibility of you, the Buyer, to understand the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents. Providing to you the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents does not constitute professional advice or even purport to amount to an opinion. Therefore, it is advised that you obtain professional advice and legal counsel to interpret, explain and advise you regarding the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents, including, but not limited to the following:

1. Legal counsel to review the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents and advise you in all matters concerning these documents.

2. A professional interpreter, if you are unable to understand any language contained in the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other attached documents or if you do not speak fluent English.

3. A consultant to answer any questions you may have regarding the adequacy of MVOA's reserve account or the adequacy of MVOA's insurance.

4. Any other advisor or counselor that will help you understand and comprehend the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other attached documents and the rights and obligations contained therein.

MVOA makes no representations or warranties as to the condition of any individual units or storage lockers. It is your responsibility as the Buyer to inspect the condition of the individual unit or storage locker. You, as the Buyer, are advised to hire an expert to determine the condition of the unit and storage locker.

MVOA makes no representation or warranty as to the condition or life expectancy of the roofs of the buildings and mechanical systems, including, but not limited to the heating and air

conditioning systems and plumbing system.

Staff or maintenance personnel of MVOA are not authorized to answer oral questions, make representations, give advice, give legal opinions, or make interpretations with respect to the matters as hereinbefore stated.

The MVOA is not responsible for any such oral representations, if any, nor can the undersigned rely upon such oral representations if given.

The undersigned hereby agrees to hold MVOA harmless and indemnify it for any information that the undersigned claims to have obtained from staff or personnel of MVOA, it being clearly understood that it is the undersigned's obligation to obtain such information, answer such questions, or obtain such advice through qualified professionals.

Pursuant to the Declaration, as amended and By-Laws, all unit owners are assessed a monthly maintenance fee by MVOA. MVOA makes no representations or warranties regarding any future maintenance fees, including, but not limited to, the amount of the fee or the time when the maintenance fee may change.

Pursuant to the Declaration, as amended, and By-Laws, MVOA has the right to levy special assessment against all unit owners. MVOA makes no representations or warranties regarding any future special assessments, including, the amount, nature or time when a special assessment will be made.

Unit owners are responsible for the maintenance and repair of their units. MVOA is not responsible for repairs of any unit and will only make repairs to common elements pursuant to the Declaration and By-Laws. MVOA does not warrant or guarantee the workmanship or contractor's workmanship of the maintenance or repair of common elements.

Pursuant to the Declaration and By-Laws, MVOA has the right to amend the documents and enact rules and regulations. MVOA makes no warranties or representations regarding any future amendments or rules and regulations.

Manchester Village Condominium is currently self-managed by the MVOA. No outside manager has been retained to manage Manchester Village Condominium. MVOA makes no representations or warranties as to any future management practices.

You are hereby advised that pursuant to the Declaration, as amended, the MVOA does not permit rental of any units.

You are hereby advised that pursuant to the Declaration, satellite dishes are prohibited on all common elements and areas, including, but not limited to the roofs and lawn areas.

You are hereby advised that pursuant to the Declaration, no alterations to the common areas – such as placing objects on common areas (example, stepping stones), or removing bushes on the common areas is permitted.

You are hereby advised that pursuant to the Declaration, you may not alter landscaping by cutting bushes/trees, removing bushes/trees, or by planting gardens on common areas.

You are hereby advised that pursuant to the Declaration, there are restrictions on pet ownership at Manchester Village Condominium.

You are hereby advised that pursuant to the Declaration, as amended, if you, as a unit owner, are involved in a legal dispute with MVOA regarding the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents provided by MVOA to you or any future amendments, assessments, fees or decisions or management practices of MVOA, you may be required to pay the legal fees incurred by MVOA.

By signing below on page 3, you hereby acknowledge that you have read all three pages of this Disclaimer and Introduction Sheet and understand all of the terms and conditions herein contained. If you are not the Buyer, you hereby warrant that this Disclaimer- Introduction Sheet, along with the Declaration, By-Laws, Rules & Regulations, amendments to the Declaration and all other documents will be delivered to the Buyer.

Owner/Seller

_____

Print Name: _____

Unit Number: _____

Date: _____

Owner/Seller

_____

Print Name: _____

Unit Number: _____

Date: _____

Buyer

_____

Print Name: _____

Date: _____

Buyer

_____

Print Name: _____

Date: _____

Real Estate Agent

_____

Print Name: _____

Date: _____

THE DOCUMENTS THAT HAVE BEEN ATTACHED ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. THESE DOCUMENTS ARE PROVIDED AS AN ACCOMMODATION TO YOU AND DO NOT CONSTITUTE ANY LEGAL REPRESENTATION. MVOA DOES NOT ACT AS A LAWYER OR OFFER ANY OPINION REGARDING THE DOCUMENTS. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

RESTATED

DECS and BY-LAWS

DATED

SEPTEMBER 12, 2001

MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

2400 WEST GOOD HOPE ROAD

GLENDALE, WI 53209

Restatement of Declaration of Condominium of Manchester Village Condominium

Document Number | Document Title

8136167

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 11:08 AM

09-19-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 65.00

Recording Area

Name and Return Address

Martin J. Greenberg
Greenberg & Houseman
3127 W. Wisconsin Ave.
Milwaukee, WI 53208

Parcel Identification Number (PIN)

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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 document and $2.00 to the recording fee. Wisconsin Statutes, 59.43(2m) WRDA 2/99

9515-30 (5/99)

MANCHESTER VILLAGE CONDOMINIUM

A CONDOMINIUM

INDICATED DISCLOSURE MATERIALS

Location of Condominiums:
2400 W. Good Hope Road
Glendale, Wisconsin 53209

(All in the Town of Glendale, County of Milwaukee, Wisconsin)

Declarant

Manchester Village Owners Association
2400 W. Good Hope Road
Glendale, WI 53209

Agent

Property Administrator of
Manchester Village Owners Association
2400 W. Good Hope Road
Glendale, WI 53209

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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.

THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

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

MANCHESTER VILLAGE CONDOMINIUM

A CONDOMINIUM

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RESTATEMENT
OF DECLARATION OF CONDOMINIUM
OF MANCHESTER VILLAGE CONDOMINIUM

WHEREAS, by virtue of Condominium Ownership Act of the State of Wisconsin and by the original Declaration of Condominium dated July 28, 1978, as recorded in the office of the Register of Deeds for Milwaukee County, on July 31, 1978, Reel 1133, Image 627, as Document No. 5236915; and as subsequently amended by First Amendment dated September 7, 1978, as recorded on September 8, 1978, Reel 1143, Image 1617, as Document No. 5248395; and as further amended by Second Amendment dated October 17, 1978, as recorded on October 18, 1978, Reel 1154, Image 1157, as Document No. 5260890; and as further amended by Third Amendment dated June 5, 1985, as recorded on June 18, 1985, Reel 1764, Image 644, as Document No. 5819602; and as further amended by Fourth Amendment dated September 3, 1986, as recorded on September 8, 1986, Reel 1952, Image 956, as Document No.959625; and as further amended by Fifth Amendment dated May 18, 1989, as recorded on October 3, 1989, Reel 2375, Image 842, as Document No. 6317238; and as further amended by Sixth Amendment dated August 7, 1989, as recorded on October 3, 1989, Reel 2375, Image 845, as Document No. 6317239; Article XIV, as amended provides for the affirmative vote of at least sixty-seven percent (67%) of the Unit owners to amend the Declaration of Condominium.

WHEREAS, the Unit owners constituting at least sixty-seven percent (67%) have approved the amending of the Declaration of Condominium as of this 12th day of September, 2001.

NOW THEREFORE, The Declaration of Condominium of Manchester Village Condominium is hereby restated in its entirety as follows:

This DECLARATION is made and entered into by Manchester Village Owners Association, Inc., a non-profit non-stock, association of the unit owners (here after known as the Association) pursuant to the provisions of Chapter 703 of the Wisconsin Statutes, known as the Unit Ownership Act, as the same may be amended, renumbered or renamed from time to time. Said Chapter 703, as may be amended, renumbered or renamed from time to time, is called the "Act".

WITNESSETH:

The Unit owners constituting the Association own property, in the city of Glendale, County of Milwaukee, State of Wisconsin known as Manchester Village. The improved property has two (2) residential multi-family buildings each consisting of three (3) wings of three (3) stories, each containing a total of one hundred eight (108) residential units, and three (3) split-level multi-family buildings containing fifty-six (56) residential units, together with certain other improvements including landscaped areas, swimming pool, pond, garage buildings, parking areas, driveways, walkways, a recreation building commonly known as "The Clubhouse" and such other areas, fixtures, equipment and facilities related to or used in connection with, and surface or subsurface improvements consisting of sanitary sewer, storm sewer, water, gas, electric, telephone and other utility facilities.

DESCRIPTION OF MANCHESTER VILLAGE PROPERTY:

> Parcel One (1) Certified Survey Map No. 2055 of a part of the South West One-quarter (1/4) of Section Eighteen (18), in Township Eight (8) North, Range Twenty-two (22) East, in the City of Glendale, County of Milwaukee, State of Wisconsin, recorded on March 30, 1973, Reel 711, Images 1751 to 1754 inclusive, as Document No. 4749608.

All matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration: (a) establish and impose the following divisions, provisions, restrictions, limitations, conditions, easements and uses to which the Manchester Village Property may be put, subject to and in accordance with the Act; and (b) specify that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on the Association, its successors and assigns, all current unit owners and

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occupants, and all subsequent owners and occupants of all or any part of the complex, together with their grantees, successors, heirs, personal representatives, devisee or assigns.

ARTICLE I
DIVISION OF PROJECT INTO SEPARATE FREEHOLD ESTATES

The Condominium is divided into the following freehold estates:

1. Two hundred seventy-two (272) separately designated and described freehold estates, each referred to as a "Unit", consisting of the space or area and portions of a building contained within the boundaries of each of the two hundred seventy-two (272) units located in five (5) multi-family buildings as herein after described, on the Complex, the boundaries of each unit being as follows:

   (a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit on each floor or floors of such unit.

   (b) The horizontal boundaries shall be: (i) lower boundary - the plane or planes of the upper surface of the base floors, (ii) upper boundary - the plane or planes of the interior undecorated ceilings.

   (c) All window, window frames and doors, including all glass in windows and doors, shall be considered a part of the unit.

2. A freehold estate in the "Common Elements" of the condominium, the term "Common Elements" meaning all of the condominium except its units and consisting of the following:

   (a) A freehold estate in the "Building - Limited Common Elements", portion therefore defined.

   (b) A freehold estate in the "General Common Elements", the term "General Common Elements" meaning all of the Common Elements of the condominium except the Building - Limited Common Elements.

ARTICLE II
DESCRIPTION AND LOCATION OF MULTI-FAMILY BUILDINGS AND UNITS

1. Five (5) multi-family buildings, containing a total of two hundred seventy-two (272) units are situated on the property, the location of each building being indicated on the site map and survey (see attached Exhibit A & B).

   Elevator Buildings having addresses of 2150 (Also referred to as Building 1, Wing Z); 2200 (Also referred to as Building 1, Wing X); 2260 (Also referred to as Building 1, Wing Y); 2300 (Also referred to as Building 2, Wing Y); 2350 (Also referred to as Building 2, Wing X); and 2470 (Also referred to as Building 2, Wing Z) all being located on West Good Hope Road.

   Each building is of masonry and metal studs construction. Exterior walls of brick veneer with stucco accents, wood trim and terne metal. Each building has a basement containing underground parking spaces, storage lockers, and meter room. Each building has an entrance lobby, hallways on all floors, elevator, two (2) staircases, three (3) stories of living space, contains 36 units.

   Each unit within the building has an inner door lock release, inter-com system, and control panel. Heat is a central hot water boiler, fired by gas with separate thermostats in each unit. Each unit has its own air conditioning unit with a roof mounted condensing unit and the electric is metered to each individual unit. Cooling units for each lobby and hallway is a separate system roof mounted and

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metered to the electric meter for the building (a common element expense). Municipal water is supplied to each unit with a common meter for each building (a common element expense). Hot water is provided by four (4) quick recover-gas-fired water heaters (2 per boiler room, a common element expense). Laundry facilities are on each floor of each building, one (1) each coin operated washer and dryer and sorting table.

Townhouses having the addresses of 2110 - 2120 - 2130 - 2140 West Good Hope Road (Also referred to as Building 3) consist of four (4) sets of split-level two and a half (2 ½) story structures with four (4) units per address.

Townhouses having the addresses of 2210 - 2220 - 2230 - 2240 - 2250 West Good Hope Road (Also referred to as Building 4) consist of five (5) sets of split-level two and a half (2 ½) story structure with four (4) units per address.

Townhouses having the addresses of 2420 - 2430 - 2440 - 2450 - 2460 West Good Hope Road (Also referred to as Building 5) consist of five (5) sets of split-level two and a half (2 ½) story structure with four (4) units per address.

Each of the above buildings 3, 4, and 5 are of wood frame construction, exterior walls of brick veneer, with wood and stucco accents. Partial basement containing an equipment room and storage lockers. Entrance lobby, hallways on all floors, one (1) staircase. Each has a security inner door lock system, inter-com system and control panel. Heat is central hot water boiler, fired by gas with separate thermostats in each unit. Each unit has its own air conditioning unit with a pad - mounted condensing unit and the electric is metered to each individual unit. Municipal water is supplied to each unit with a common meter for each building (a common element expense.) Hot water is provided by six (6) quick recovery-gas fired quick recovery water heaters (2 per boiler room a common element expense).

SUMMARY UNIT DESCRIPTIONS PER EXHIBITS A AND B:

TYPE A	Approximately 1, 125 square feet includes living room, dining area, kitchen, powder room, vestibule, one (1) full bath and two (2) bedrooms all on a single floor.
TYPE AA	Approximately 1,177 square feet includes living room, dining area, kitchen, two (2) full baths, den, vestibule and two (2) bedrooms on a single floor.
TYPE B	Approximately 1,120 square feet includes living room, dining area, kitchen, one (1) full bath, one (1) bath with a shower stall, vestibule, and two (2) bedrooms on a single floor.
TYPE BB	Approximately 943 square feet includes living room, dining area, kitchen, vestibule, one (1) full bath, and one (1) bedroom on a single floor.
TYPE C	Approximately 1,153 square feet includes living room, dining area, kitchen, one (1) full bath, one (1) bath with a shower stall, two (2) bedrooms on a single floor, and a vestibule.
TYPE CC	Approximately 911 square feet includes living room, dining area, den, kitchen, vestibule, one (1) full bath, and one (1) bedroom on a single floor.
TYPE D	Approximately 735 square feet includes living room, dining area, kitchen, vestibule, one (1) full bath, one (1) bedroom on a single floor.

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TYPE D1	Approximately 750 square feet includes living room, dining area, kitchen, vestibule, one (1) full bath, and one (1) bedroom on a single floor.
TYPE SPLIT	Approximately 1062 square feet includes living room, dining area, vestibule, and kitchen on the lower level, two (2) bedrooms, one (1) full bath and one (1) powder room on the upper level.
TYPE SPLIT DEN	Approximately 1369 square feet includes living room, dining area, vestibule, and kitchen on the lower level. A den on the balcony level and two (2) bedrooms, one (1) full bath and one (1) powder room on the upper level.

ALL UNITS HAVE EXCLUSIVE USE OF A BALCONY OR PATIO ADJACENT TO EACH UNIT, A PART OF THE LIMITED COMMON ELEMENTS.

ARTICLE III
DESCRIPTION OF GENERAL COMMON ELEMENTS

The General Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment and facilities related to or used in connection with, except the individual units, as above defined and described, and except the Building - Limited Common Elements, as defined and described, including without limitation, the property, a recreation building of approximately 3,500 square feet commonly known as "The Clubhouse", (formerly known as the Manor) consisting of a party room and a game room, lounge, kitchen, office and all other improvements, areas, fixtures, equipment and facilities related to or used in connection with, a fenced outdoor swimming pool, the landscaped areas and facilities, the outdoor parking spaces, pond, outside walks, pavements, paths and driveways, and the pipes, wires, drains, supply lines, poles antennae, posts and utility lines and facilities installed for common use, but not within any of the five (5) multi-family buildings on the Condominium.

ARTICLE IV
DESCRIPTION OF BUILDING - LIMITED COMMON ELEMENTS

A portion of the Common Elements designated as "Building - Limited Common Elements", which consist of the "Elevator Buildings-Limited Common Elements" consist of the footings, foundations, roofs, main walls and all other supports and structural parts of the Elevator Buildings, the entrance foyers and lobbies, exits, hallways, staircases, elevators and basements contained in the Elevator Buildings, the boilers, water heaters, pipes, ducts, antennae, electrical wiring and conduits, central heating systems, air conditioning systems for entrance lobbies and hallways, drains and all other portions of and improvements, fixtures, equipment, systems and facilities located in or on the Elevator Buildings, except in or on the individual units contained therein. The Elevator Buildings Limited Common Elements are reserved for the exclusive use of the owners or occupants of the units in the Elevator Buildings.

The Townhouses-Limited Common Elements consist of the footings, foundations, roofs, main walls and all other supports and structural parts of the Townhouses, the entrance foyers and lobbies, exits, hallways, staircases and partial basements contained in the Townhouses, the twelve (12) garage buildings on the Condominium, the boilers, water heaters, pipes, ducts, electrical wiring and conduits, central heating systems, drains, and all other portions of and improvements, fixtures, equipment, systems, and facilities located in or on the Townhouses, except in or on the individual units contained therein. The Townhouses-Limited Common Elements are reserved for the exclusive use of the owners or occupants of the units in the Townhouses.

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ARTICLE V
DESCRIPTION OF UNIT - LIMITED COMMON ELEMENTS

"UNIT - LIMITED COMMON ELEMENTS" are the following:

1. The outside patio or balcony immediately adjacent and appurtenant to each unit with an access door to the unit.

2. One (1) separate storage locker as assigned to each unit.

3. One (1) or more indoor parking spaces in the Elevator Buildings or separate garages for the Townhouses as assigned to each unit.

There are two hundred seventy-five (275) storage lockers of which two hundred seventy-two are designated by the same unit number.

Three (3) storage lockers are for the exclusive use of the Association.

There are two hundred eighty-two (282) indoor parking spaces on the Condominium. These are for the exclusive use and ownership by the Condominium unit owners. Fifty-six (56) indoor spaces are located in twelve (12) garage buildings, each is designated by a unit number. These are for the exclusive use and ownership by the Condominium unit owners.

The Elevator Buildings, contain two hundred twenty-six (226) indoor parking spaces. Two hundred sixteen (216) are designated by the same number as the unit, and are for the exclusive use of the owner.

Ten (10) additional indoor parking spaces are designated by letter on the floor plans. A separate deed is required for any additional parking spaces purchased, and are for the exclusive use of the owner.

ARTICLE VI
PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

The ownership of each unit includes an undivided interest in the Common Elements as follows:

1. Each unit owner owns a 1/272nd or .36765% undivided interest in the General Common Elements; and

2. Each unit owner owns the following interest in the Building - Limited Common Elements:

   (a) Each owner, in the Elevator Buildings, shall own 1/216 interest of Limited Common Elements.

   (b) Each owner, in the Townhouses, shall own 1/56 interest of Limited Common Elements.

All budgeted expenses will be shared equally among all unit owners with exception of the following:

1. Gas heating expense for the units in the elevator buildings (2150, 2200, 2260, 2300, 2350 & 2470 or Buildings 1 and 2) and townhouse buildings (2110, 2120, 2130, 2140, 2210, 2220, 2230, 2240, 2250, 2420, 2430, 2440, 2450 & 2460 or Buildings 3, 4, and 5) will be allocated in accordance with provisions in Article VI.

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2. All units in the Elevator Buildings will share equally in maintenance costs for the elevator, garage door, and mechanical garage door opener (excluding remote control units in possession of unit owners).

All common surpluses of the Condominium as aforesaid for each fiscal year of the Association shall, if the Board of Directors of the Association deem it advisable, be credited to the assessments by the Association against all Unit owners for common expenses of the Condominium as aforesaid and any reserves or replacement funds related thereto for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit owner in the Common Elements as aforesaid.

Not withstanding the foregoing, the cost of heating each of the units in a multi-family building and the hot water provided thereto (herein called the "building heating cost"), but not the cost of repair, maintenance or replacement of the central heating system, boilers or hot water heaters, shall be assessed by the Association, as referred to herein, against all unit owners in each of the multi-family buildings of the Condominium according to the percentage of their undivided interest in the building heating cost, being dependent upon the type of unit and being as follows:

1. With respect to the Elevator Buildings (Also known as buildings 1 and 2):

Type A Units	1.10%
Type AA Units	1.27%
Type B Units	1.10%
Type BB Units	0.90%
Type C Units	1.20%
Type CC Units	0.90%
Type D Units	0.70%
Type D1 Units	0.70%

2. With respect to the 2100 Townhouse Buildings (Also known as building 3):

Type Split Units	5.50%
Type Split/Den Units	7.00%

3. With respect to the 2200 and 2400 Townhouse Buildings (Also known as building 4 and 5):

Type Split Units	4.40%
Type Split/Den Units	5.60%

All assessments under this paragraph shall be made in the same manner as the assessment of common expenses by the Association, and the Association shall have the rights referred to in the Act. Any amount accumulated through assessments under this paragraph in excess of the building heating cost for any multi-family building for each fiscal year of the Association shall, if the Board of Directors of the Association deem it advisable, be credited to the assessments by the Association against all unit owners in such building as aforesaid for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each unit owner in the building heating cost as aforesaid. The percentage of undivided interest in the building heating cost established above has been determined as follows:

$$\frac{\text{Units square footage x 100}}{\text{Total square footage of all Units in a building}} = \text{percentage of undivided interest in building heating cost}$$

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Some of the percentages expressed in this Article have been rounded in order to obtain a total of One Hundred (100%) Percent or a total which may be rounded to One Hundred (100%) Percent, and unit purchasers, by accepting a deed of conveyance to a unit, agree to be bound by such percentages.

ARTICLE VII
ASSOCIATION OF UNIT OWNERS

The Condominium shall be operated by a non-profit corporation known as Manchester Village Owners Association, Inc., referred to as the "Association", organized under chapter 181 of the Wisconsin Statues and the Act and in accordance with the By-laws rules and regulations of the Association. The affairs of the Association shall be managed by a Board of Directors, consisting of seven persons as provided for in the By-laws. The Board of Directors shall employ a property administrator, management company, or managing agent, with such experience and qualifications and on such terms and conditions acceptable to the Board of Directors. Each unit owner shall be a member of the Association and entitled to one (1) vote per unit. Membership is terminated when the unit is sold. The power and duties of the Association shall include those set forth in this Declaration, the Articles of Incorporation and By-laws of the Association and the Statutes of the State of Wisconsin.

ARTICLE VIII
MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

Responsibility for maintenance of the Condominium and restrictions upon the alteration and improvement thereof are as follows:

1. Each unit owner shall:

   a. Maintain in good condition, repair and replace all components or installations within or appurtenant to the unit including but not limited to, all utility lines and installations, the air conditioning system, inter-com control, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, patio door glass and windows.

   b. Paint and decorate the interior walls, and all walls and surface areas in the unit.

   c. Keep and maintain in good and orderly condition and repair - Limited Common Elements to the unit, including the inside parking stalls to the unit. If any such stall has an overhead door, the overhead door must be maintained. The Association will be responsible for the painting and repairing of the balcony railing, the underside of the balconies and all other exterior and interior limited common elements.

   d. Repair or replace/and or incur the cost associated with any portion of the Common Elements damaged by the owner or owner's family, guests, invitee (such as delivery personnel, repairman, etc.) or any occupants of the unit with the approval of the Maintenance Supervisor, office staff or Board of Directors.

2. Plumbing and electrical wiring changes must be done by a licensed plumber or electrician in accordance with applicable building codes.

3. Every unit owner shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by such unit owner, any family member, tenant, guest, invitee, (such as delivery personnel, repairman, etc.) employee or occupant of a unit.

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4. The unit owner shall make no changes which will affect the structural integrity of the buildings. The Association must be notified in writing of any need for repairs that is the responsibility of the Association.

5. A unit owner shall not paint or alter the appearance of the Common Elements.

6. No unit owner or real estate firm may erect, post or display signs on the grounds of the Condominium. Notices may be posted on designated bulletin boards in the Common Elements areas. However, a unit owner or realtor may erect or post a temporary sign, in a designated area as determined by the Board of Directors, relating to an open house of a unit for sale. This sign must be removed promptly after the "open house".

7. No awnings or enclosures may be installed on patios or balconies. Storm doors or windows may be installed subject to prior written approval by the Board of Directors.

8. Only covered grills may be used on patios or balconies.

9. No balconies or patios shall be used for storage, including the storage of motorcycles, strollers, bicycles, wagons, etc.

10. The Association shall not make or permit any alterations to the exterior of any buildings or make any substantial alterations of a structural nature to the Common Elements without vote or written consent of two-thirds (2/3) of all unit owners present, by proxy or petition.

ARTICLE IX
ASSESSMENTS

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

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

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

1. Repair renovation, replacement, and improvement expenses to the common elements.

2. Purchases of fixtures or personalty.

3. Balancing operational deficits.

4. Non-recurring items (litigation cost, etc.)

5. Annual assessments uncollected by virtue of the defaults of one or more unit owners.

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

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

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

Notwithstanding the foregoing provisions of this Article, each purchaser of a unit, shall make an advance to the Association, at time of conveyance of the unit, for working capital purposes, the amount of one hundred ($100.00) dollars or such other amount as may be approved by the Board of Directors of the Association in its sole discretion. The advance will be paid directly to the office of Manchester Village Owners Association within five (5) working days after the closing of a unit. The office will issue a check to the seller for their advance no later than five (5) working days after a unit closing.

ARTICLE X
RESTRICTIONS OF USE AND TRANSFER

Each unit owner is subject to the following restrictions, covenants and conditions.

1. The unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business which involves third party trade, use of signs, or inventory delivery shall be carried on anywhere within the condominium complex.

2. Leases:

   a. Any unit owner may lease their unit for residential purposes for a term of not less than one (1) year. No rooms in any unit may be rented and no transient tenants may be accommodated. The unit owner may not subdivide his unit, nor shall any tenant use the unit so leased for any kind of business purpose whatsoever. Any person occupying a unit shall comply with all of the provisions of the Declaration, By-laws, and Rules and Regulations, of the Condominium imposed on the unit owner. Any unit owner intending to lease a unit shall notify the Association of the tenant's name, telephone number and a listing of all vehicle information and shall provide the Association with a copy of the lease.

   b. Tenant agrees to comply with and abide by all of the provisions of the Declaration, By-laws, and Rules and Regulations of the Condominium. The unit owner must give to the tenant a copy of such Declaration, By-laws, and Rules and Regulations. In addition, the unit owner should be providing tenants with all information in writing that may affect them, including a copy of items published in minutes of Condominium Association meetings.

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c. That in the event the unit owner does not take appropriate legal action to enforce the lease as to strict compliance with the Declaration, By-laws, Rules and Regulations of the Condominium, that the unit owner appoints the Association as its attorney in fact to take any and all legal action against tenant to enforce compliance, and that the unit owner and/or tenant shall be jointly and severally responsible for any and all costs relative to such eviction or summary proceedings including, without limitation, cost, attorney fees and expenses in the removal of tenant that may be incurred by the Association.

d. No lease or other rental agreement shall in anyway relieve the unit owner of his obligation to pay common elements expenses or any other obligation imposed upon the unit owners by the Declaration, By-laws, and Rules and Regulations of the Condominium.

3. No lessor, unit owner, or the Association shall deny or refuse any individual for the sole reason of age, race, creed, color, disability, marital status, sex, national origin, ancestry, or sexual orientation, or any other protected class from leasing a unit offered for rent or purchasing a unit offered for sale.

4. If an owner of a unit intends to leave such unit for a period of more than one (1) month, such owners shall notify the Association prior thereto of their forwarding address, a telephone number where they can be reached, and a keyholders name and telephone number in case of an emergency.

5. No unit shall be occupied by an owner or lessee who has a household of more than two (2) occupants for a one (1) bedroom unit or four (4) occupants for a two (2) bedroom unit.

6. Dogs and domestic cats shall be permitted in any of the units in building number 2230, 2240, 2250, 2450, 2460, and on the first floor only in buildings 2300 and 2350. A permitted pet, either a dog or domestic cat, not to exceed 16 inches in height, shall be leashed at all times and shall not be left unattended on a patio or anywhere else on the condominium grounds when outside the unit of the owner. ALL DROPPINGS MUST BE PICKED UP AND DISPOSED OF BY THE PERSON IN CONTROL OF SUCH PET. Small birds, limited to two, such as parakeets, finches, canaries, are permitted in all units provided they do not disturb other unit owners. Hooked billed birds such as macaws, dwarf macaws, amazons, conures, monk parakeet and cockatoos are not allowed.

7. No owner shall cause or permit the Common Elements, except the Unit - Limited Common Elements to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements, except the Unit-Limited Common Elements, and entries, halls, stairways, walks, drives and garages shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and inflatable pools and like objects, and children shall be restrained from playing or loitering in halls, stairways and driveways. All vehicles must be currently licensed and operative. Unlicensed, junked or inoperative vehicles are not permitted on the premises. Only vehicles registered to a unit owner may be parked and advertised for sale on the premises. No trailers, trucks, (pick up trucks permitted), campers, camping trucks, house trailers, boats, boat trailers, snowmobiles, ATV vehicles, shall be stored or parked on the premises. No part of the inside parking stall may be used for storage. No vehicle shall block any access or exit to any inside parking stall or approach. No washing, maintenance or lubrication of any vehicle shall be permitted on the premises. Vehicles must be maintained to prevent oil leakage in Common Elements areas (garages).

8. No unit owners, within their unit or anywhere on the Condominium shall store, collect, permit or use materials or products which will increase the rate of insurance or result in cancellation of insurance, obtained by the Board of Directors. No activity is permitted on the Condominium which may cause a nuisance to other unit owners, including musical instruments, televisions, or radios at volumes that may be objectionable. No accumulation of waste, litter, unused building materials or trash is

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allowed. Trash and garbage containers shall be in designated locations. No refuse may be disposed of by burning.

9. No television antennas or radio antennas shall be erected on any roof or any other portion of the Condominium. Approval for satellite dishes must be obtained from the Board of Directors, and copies of the installation plans must be presented to the Board of Directors for approval. No structure, trailer, tent, shack or barn temporary or otherwise shall be placed on any portion of the Condominium. No clothes hangers or clothes lines may be placed on patios or balconies.

10. The Association shall set rules and regulations regarding the use of the laundry facilities in the elevator and townhouse buildings.

11. The owner of a unit shall not own any main water lines, main waste pipes, roof drains, main power lines and conduits up to individual breaker boxes, unless the utility is utilized to serve more than one unit as a tenant in common with the other unit owner. A unit owner is responsible for the pipes from his or her unit to the main water supply lines. A unit owner is also responsible for the waste pipes that run from his or her unit to the main waste lines. (Townhouses are defined as running from the individual unit to the clean out junction.) Under all other circumstances it is deemed to be the responsibility of the Association.

12. If any portion of the Common Elements encroaches upon a unit, or any unit, encroaches upon the Common Elements or upon any other unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the Building - Limited Common Elements due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist from the owners of units in said building.

13. A unit owner or representative must notify the office of a pending sale in order to obtain a closing statement of current maintenance fees, delinquencies or assessments owing. The buyer must contact the office within five (5) working days after a closing to pick up a welcome packet and complete all appropriate forms.

ARTICLE XI
RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the units, or one or more of the multi-family buildings or other improvements on or within the Condominium (the "damaged premises"), the damaged premises shall be reconstructed and repaired if the insurance proceeds are sufficient for such purposes. Reconstruction and repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Association shall under take to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and owners of units shall be assessed for the deficiency in the same manner as if the deficiency is a budgeted expense of the Condominium in accordance with and set forth in Article VI hereof. The provisions of Article IX shall apply to all sums assessed for any deficiency.

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3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct and repair the damaged premises, then the determination as to whether or not to reconstruct and repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members voting in person or by proxy shall be required in order to reconstruct and repair the damaged premises, and, upon such affirmative vote, the owners of units shall be assessed for the deficiency in accordance with provisions of Article IX hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction and repair within said ninety (90) day period, then the Condominium shall be subject to an action for partition upon obtaining the written consent of the members having seventy-five (75%) percent or more of the votes cast in person or by proxy or otherwise as is in accordance with the Act. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to their percentage interest in the Common Elements and shall be distributed in accordance with the priority of interests in each unit, all in accordance with the Act.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation on the Condominium are destroyed, then the determination as to whether or not to reconstruct and repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the members voting in person or by proxy shall be required in order to reconstruct and repair the same. If the required number of members do not vote in favor or reconstruction and repair within said ninety (90) day period, then the Condominium shall be subject to an action for partition in the same manner as is provided in paragraph 3 above.

ARTICLE XII
INSURANCE

The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the multi-family buildings and other improvements on or within the Condominium in an amount equal to the maximum insurable replacement value, with an "agreed amount" and a "condominium replacement cost" endorsement. Said insurance shall be without deduction or allowance for depreciation, which amount shall be reviewed annually by the Board of Directors, to afford protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards, as from time to time, shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the owners of units and their mortgagees as their interests may appear. However, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the owners of units and their mortgagees for the express purpose of reconstruction and repair as provided in Article XI hereof, or if it is determined in the manner as provided in Article XI hereof that the damaged premises for which the proceeds are paid shall not be reconstructed and repaired, the proceeds shall be applied as provided in Article XI hereof. The foregoing provisions of this Article are without prejudice to the right of any owner of a unit to obtain individual unit insurance, provided, however, that no owner of a unit shall be entitled to exercise his right to maintain individual unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of the Article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance in such amounts and with such coverage as it may deem suitable under the circumstances and may obtain such other insurance as it shall determine from time to time to be desirable.

All insurance premiums for coverage obtained by the Board of Directors shall be a common expense of the Condominium in accordance with and as set forth in Article VI hereof, to be paid by assessments levied by the Association. The Association and each unit owner hereby expressly waive any claim it or they may have against the other for any loss insured under any policy obtained by the Board of Directors, however caused,

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including such losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, but such waiver shall cease to be effective if the existence thereof precludes either party from obtaining any such policy. The Association may require that each unit purchaser prepay such unit purchaser's share of the estimated one (1) year's insurance premiums at the time of the conveyance by it of each unit, which sum shall be transferred by declaring to the Association or held by it in trust for the payment of such premiums, or used for the payment of such premium.

Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Board of Directors as aforesaid shall exclude (i) any coverage on any personal property or fixtures located within or appurtenant to the exclusive use of a unit, including but not limited to, any appliances, patio door glass, windows, drapes, carpeting and wall coverings, and (ii) any liability coverage on a unit owner, its guests, invitees, employees or any other occupants of such unit, arising out of any and all occurrences and happenings within a unit and/or relating in any way whatsoever to said personal property and fixtures, it being understood that it is the sole responsibility of each unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Board of Directors.

ARTICLE XIII
AMENDMENT OF DECLARATION

The Declaration may only be amended by the affirmative vote, written consent, proxy, or a meeting called for such purpose or by petition of at least sixty-seven (67%) percent of the unit owner. It must be certified and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin. The amendment will not become effective until it is certified and recorded.

ARTICLE XIV
SERVICE OF PROCESS

Service of process shall be made on the office of the Property Administrator of Manchester Village Owners Association, 2400 W. Good Hope Road, Glendale, WI. 53209 or upon such other person or persons and at such other location or locations as may from time to time be designated by the Board of Directors of the Association, provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XV
RIGHT OF ENTRY

EMERGENCY:

The Board of Directors, Maintenance Supervisor or office staff shall have the right to enter in cases of emergency or in cases where injury or property damage will result from delayed entry. In such cases, the Association has the right to make necessary repairs or alterations, and has the further right to treat the expenses therefore as common expense allocable to the unit for cause, in its discretion.

NON EMERGENCY:

The Board, Property Administrator, or Maintenance Supervisor must obtain permission from the unit owner/resident to enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of the public utilities or for any other matters for which the Association is responsible.

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ARTICLE XVI
NUMBER AND GENDER

Whenever used, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular and use of any gender shall include all genders.

ARTICLE XVII
CAPTIONS

The captions and article headings herein are intended only as matter of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

ARTICLE XVIII
SEVERABILITY

If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application as such provisions, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.

ARTICLE XIX
MAPS

Site maps, building unit identifiers and floor plans shall be maintained by the office staff of Manchester Village.

THIS RESTATEMENT of the Declaration of Condominium having been approved by at least a two-thirds majority of unit owners on record on 12th day of September, 2001 and authority granted to the Association to record the Restatement with the Register of Deeds for Milwaukee County, the duly authorized officers of the Association herewith execute the approved Restatement this 12th day of September, 2001.

MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

BY: _____ BY: _____

Michael J. Marx, President — Christopher E. Meisel, Secretary

State of Wisconsin)
) ss.
County of Milwaukee)

On this 12th day of September, 2001, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared MICHAEL J. MARX and CHRISTOPHER E. MEISEL personally known to me to be the persons whose names are subscribed to the within instrument and having acknowledged that they executed the same.

_____
Martin J. Greenberg
Notary Public
My commission is permanent.

MARTIN J. GREENBERG NOTARY PUBLIC STATE OF WISCONSIN

THIS DOCUMENT DRAFTED BY:
Manchester Village Owners Association, Inc.
By: Manchester Village Declaration and By-law Committee.
Christopher Meisel

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EXHIBIT

A

BY-LAWS OF
MANCHESTER VILLAGE OWNERS ASSOCIATION, INC.

ARTICLE 1
NAME AND LOCATION

SECTION 1. NAME.

The name of this Association shall be Manchester Village Owners Association, Inc.

SECTION 2. LOCATION.

The principal office of the Association shall be on the Condominium property at 2400 West Good Hope Road in the City of Glendale, County of Milwaukee, State of Wisconsin. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require.

ARTICLE II
APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

SECTION 1. APPLICATION.

These By-Laws together with the Declaration of Condominium of Manchester Village Condominium hereafter called the "Declaration", all amendments to the foregoing, all rules and regulations passed by the Association, and Chapter 703 of the Wisconsin Statutes, commonly known as the Unit Ownership Act, as the same may be amended, renumbered or renamed from time to time, hereafter called the "Act", shall apply to, govern and control the Condominium property located at the near West Good Hope Road and North Green Bay Avenue, Glendale, Milwaukee County, Wisconsin and any and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit, hereafter called a "unit", on the property, will signify the acceptance and ratification of these By-Laws by all such persons.

SECTION 2. MEMBERS.

The members of the Association shall consist of the unit owners who have record title in their names.

ARTICLE III
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

SECTION 1. VOTING.

Each unit owner shall have one (1) vote for each unit owned. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a certificate signed by all of the owners of record of the unit and filed with the Secretary of the Association. If the owners of a unit cannot agree on how to vote, each unit shall lose its vote for the particular item voted upon. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation filed with the Secretary of the Association. Such certificates shall be valid until superseded by a subsequent certificate or until a change in ownership of the unit concerned. A certificate designating the person entitled to cast the vote of a unit may be revoked by the owner thereof at any time. There shall be no cumulative voting. (1) A Board member shall not have more than one (1) proxy from another Board member to vote on Board business. (2) Only unit owners shall cast votes for proxies. (3) A unit owner shall not cast votes for more than five (5) proxies.

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SECTION 2. MAJORITY OF OWNERS.

As used in these By-Laws, the term "majority of owners" shall mean those unit owners holding more than fifty (50%) percent of the votes.

SECTION 3. QUORUM.

Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

SECTION 4. PROXIES.

Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV
MEETINGS

SECTION 1. ROSTER OF UNIT OWNERS.

The Association shall maintain a current roster of names and addresses of every unit owner upon which notice of meetings of the Association shall be served. Every unit owner shall furnish the Association with his/her name and current mailing address. No unit owner may vote at meetings of the Association until the foregoing information is furnished.

SECTION 2. PLACE OF MEETINGS.

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

SECTION 3. ANNUAL MEETINGS.

The annual meeting of the Association shall be held in September of each year on a date to be determined by the Board of Directors, based on room availability and due to holidays. At such meetings there shall be elected by ballot of the unit owners one or more members of the Board of Directors in accordance with the requirements of Section 2 of Article V of these By-Laws. The unit owners may also transact such other business of the Association as may properly come before them.

SECTION 4. SPECIAL MEETINGS.

It shall be the duty of the President to call a special meeting of the unit owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the unit owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths (4/5) of the unit owners present, either in person or by proxy.

SECTION 5. NOTICE OF MEETINGS.

It shall be the duty of the Secretary to deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each unit owners of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all unit owners. The delivery or mailing of a notice in the manner

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provided in this Section shall be considered notice served, and such notice shall be effective upon the date of delivery or mailing.

SECTION 6. ADJOURNED MEETINGS.

If any meeting of unit owners cannot be organized because there was not a quorum, the unit owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 7. ORDER OF BUSINESS.

The order of business at the Annual meetings of the unit owners shall be as follows:

1. Roll call
2. Proof of notice of meeting or waiver of notice
3. Reading of minutes of preceding meeting
4. Reports of officers
5. Report of committees
6. Elections of directors
7. Old business
8. New business

SECTION 8. PARLIAMENTARY PROCEDURE. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order".

ARTICLE V
BOARD OF DIRECTORS

SECTION 1. NUMBER AND QUALIFICATIONS.

The affairs of the Association shall be governed by a Board of Directors composed of seven (7) Directors, all of which shall be unit owners.

1. The unit owner must have lived in his/her unit at least one (1) year prior to being nominated.

2. A Board member must resign his/her position if absent for three (3) consecutive Board meetings unless excused by the Board of Directors.

3. A Board member must resign from the Board of Directors upon the sale of his/her unit.

SECTION 2. ELECTIONS AND TERMS OF OFFICE

The previously enacted By-Laws provided for staggered terms for each of the Directors, so elected and qualified, at each annual meeting, or at any special meeting of the Association. Commencing subsequent to the passage of these newly enacted By-Laws, at each annual meeting, the terms of three (3) Board Members shall expire and three (3) new Board Members shall either be re-elected or elected. The person who receives the greatest number of votes shall be deemed to have a term of three (3) years. The person who receives the second greatest number of votes shall be deemed to have a term of two (2) years; and the person who receives the third greatest number of votes shall be deemed to have a term of one (1) year. This procedure shall be followed each and every year to continue the principle of staggered terms as first originally adopted in the By-Laws of the Association.

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SECTION 3. POWERS AND DUTIES.

The Board of Directors have the powers and duties necessary for the administration of the Condominium property and other duties which include the following:

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

2. Make and collect maintenance fees from the Members in accordance with the provisions of the Declaration, and expend said fees for insurance, taxes, utility services, maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board.

3. Execute contracts on behalf of the Association, employ necessary personnel and carry out all functions and purposes necessary for the operation of the Condominium property.

4. Satisfy all liens against the Condominium property, and pay necessary expenses connected therewith.

5. Perform such other functions as required by law.

SECTION 4. FEES.

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

SECTION 5. VACANCIES.

Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

SECTION 6. REMOVAL OF DIRECTORS.

At any regular or special meeting duly called, any one or more of the Directors elected by the unit owners may be removed with or without cause by a majority of owners, by a vote or petition, and a successor may be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

SECTION 7. ORGANIZATION MEETING.

An organizational meeting must be called within ten (10) days of the Annual Meeting.

SECTION 8. REGULAR MEETINGS.

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

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SECTION 9. SPECIAL MEETINGS.

Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, by mail, or telephone. The 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 four (4) Directors.

SECTION 10. WAIVER OF NOTICE.

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

SECTION 11. BOARD OF DIRECTORS QUORUM.

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

SECTION 12. FIDELITY BONDS.

The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association. If such bonds are unobtainable or their cost is deemed prohibitive by the Board of Directors, such bonds need not be obtained.

SECTION 13. LIABILITY OF BOARD OF DIRECTORS.

The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these By-Laws, negligence, or otherwise, except for their own individual fraudulent misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to such equal proportionate share of the total liability. At the option of the Board of Directors, directors' liability insurance may be obtained and shall be paid as a common expense.

SECTION 14. BUILDING REPRESENTATIVE.

Each Building Representative may be sent notice of any regular Board of Directors meeting. Building Representatives are permitted to attend regular meetings, make statements, but are not allowed to vote.

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ARTICLE VI
OFFICERS

SECTION 1. DESIGNATION.

The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

SECTION 2. ELECTION OF OFFICERS.

The officers are elected yearly by the Board of Directors at the organizational meeting.

SECTION 3. REMOVAL OF OFFICERS.

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

SECTION 4. PRESIDENT.

The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the unit owners from time to time.

SECTION 5. VICE PRESIDENT.

The Vice President shall take the place 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 member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

SECTION 6. SECRETARY.

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meeting of the Association. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties relating to the office of Secretary.

SECTION 7. TREASURER.

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

SECTION 8. CONTRACTS AND CHECK SIGNING.

All checks issued by the Association shall require the signature of not less than 2 members of the Board of Directors. Further, all contracts, other than those for the purchase of ordinary and regular goods and services, shall require approval of the Board of Directors prior to the execution of the contract by the

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President. The Board of Directors may, from time to time, delegate the authority to execute contracts to members of the Board of Directors other than the President.

SECTION 9. COMPENSATION.

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

ARTICLE VII
BUDGET, MAINTENANCE FEES, ASSESSMENTS AND DEPOSITORIES

SECTION 1. BUDGET.

The Directors shall from time to time, but at least once each year, adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes, the maintenance and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities, outdoor parking areas, the cost of insurance of all types, management, maintenance personnel, administration costs, and any other expense item for the benefit of all unit owners. The Directors shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget. This provision shall not be construed to prevent the Directors from making any Special Assessment against unit owners.

SECTION 2. MAINTENANCE FEES AND SPECIAL ASSESSMENT.

Special assessment is usually imposed upon unit owners for such purposes as:

1. Repair, renovation, replacement, and improvement expenses to the common elements.
2. Purchases of fixtures or personalty.
3. Balancing operational deficits.
4. Non-recurring items (litigation costs, etc.)
5. Annual assessments uncollected by virtue of the defaults of one or more unit owners.

A monthly maintenance fee, to be paid by each unit owner, for heating and common expenses of the Condominium according to the Declaration, will be due on the first (1st) of each month. Any payment received after the tenth (10th) is considered delinquent and a late fee, determined by the Board, will be levied. If the late fee is not paid by the 10th of the following month, a fine will be assessed each month until the delinquency is brought current. The amount of the fine will be determined by the Board. The Board, at any time, may levy a Special Assessment to be payable in such a reasonable manner as the Board directs. A unit owner who is thirty (30) days delinquent in payment of maintenance fee or assessment is not allowed to vote at any regular or special meeting of the unit owners. Failure to pay such fees or assessments will result in legal action, with attorney fees and costs, the responsibility of the unit owner or owners.

SECTION 3. DEPOSITORIES.

The funds of the Association will be deposited in a bank (s) or other insured depositories designated by the Board of Directors, to be withdrawn by check or order signed by the officers designated by the Board of Directors. All checks must have two (2) signatures.

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ARTICLE VIII
OBLIGATIONS OF THE UNIT OWNERS

SECTION 1. MAINTENANCE AND REPAIR.

Every unit owner must perform promptly all maintenance and repair work within his own unit and within or on the unit - Limited Common Elements appurtenant to his/her unit. The unit owner must use licensed electricians or plumbers for repairs relating to the above. The unit owner shall keep any patio or balcony appurtenant to his/her unit in a clean and neat condition and is expressly responsible for the damage and liabilities that his/her failure to do so may engender. However, to assure uniformity of painting and staining for the purpose of maintaining the external appearance of the complex, and for this purpose only, the railings and the external ceilings of the outside patios (as to units on the first story of the Elevator Buildings and as to Type Split units) or balconies (as to units on second and third stories of the Elevator Buildings and as to Type Split/Den Units) shall be considered the responsibility of Manchester Village Condominium Association to paint or stain these patio and balcony railings and ceilings as deemed necessary.

Every unit owner, within seven days of receiving a bill by the Association shall reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by such unit owner, any family member, tenant, or guest, invitee, employee or occupant of a unit.

SECTION 2. USE OF COMMON AREAS AND FACILITIES.

No unit owner shall place or cause to be placed any objects of any kind in the Common Elements, except in the unit - Limited Common Elements appurtenant to his/her unit, unless otherwise prohibited by the Declaration, these By-Laws or any other rules and regulations of the Association.

SECTION 3. RIGHT OF ENTRY.

The Board of Directors, Maintenance Supervisor, or office staff shall have the right to enter in cases of emergency or in cases where injury or property damage will result from delayed entry. In such cases, the Association has the right to make necessary repairs or alterations, and has the further right to treat the expenses therefore as common expense allocable to the unit for cause, at its discretion. The Board, Property Administrator, or Maintenance Supervisor must obtain permission from the unit owner/resident to enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of the public utilities or for any other matters for which the Association is responsible.

SECTION 4. RIGHT OF CONDUCT.

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

2. Residents shall exercise extreme care about making noise and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons.

3. Domestic animals may be kept only in accordance with Municipal Sanitary Regulations and Article X section 5 of the declaration.

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

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

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6. No owner, resident or lessee shall install wiring for electrical or telephone installations, television antennae, satellite dish equipment, air conditioning units, etc., on the exterior of the Condominium property or that protrude through the walls or the roof of any building unless approved by the Board.

ARTICLE IX
AMENDMENTS

The By-Laws may only be amended by the affirmative vote, written consent, proxy, or a meeting called for such purpose or by petition of a least sixty-seven (67%) percent of the unit owner. It must be certified and recorded in the office of Register of Deeds for Milwaukee County, Wisconsin. The amendment will not become effective until it is certified and recorded.

ARTICLE X
MORTGAGES, STATEMENT OF UNPAID MAINTENANCE FEES AND ASSESSMENTS

SECTION 1. NOTICE TO ASSOCIATION.

Any unit owner who permits or causes his/her unit to be encumbered by a mortgage or mortgages, shall notify the Secretary of the Association or office staff of such mortgage or mortgages and the name and address of the Mortgagee or mortgagees. Such notice may also be served by any such mortgagee. The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice.

SECTION 2. NOTICE OF UNPAID MAINTENANCE FEES OR ASSESSMENTS.

Upon the request of a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a unit, the Association shall furnish to such mortgegee, proposed mortgagee or purchaser, a statement setting forth the amount of the then unpaid maintenance fees or assessments pertaining to such unit. If any such mortgagee, proposed mortgagee or purchaser of such unit, in reliance upon such statement shall disburse mortgage loan proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such unit be subject to a lien which is not properly filed in accordance with law, for any unpaid maintenance fees or assessments in excess of the amount set forth in such statement barred from claiming under any lien, which is not properly filed in accordance with law prior to the request for the statement, against any such mortgage, proposed mortgagee or purchaser.

SECTION 3. NOTICE TO MORTGAGEE.

Any mortgagee of a unit shall be entitled to a written notice from the Association of any default by the then unit owner or, if applicable, any then occupant of the unit, in the performance of any obligations set forth in these By-Laws, this Declaration, any amendments to the foregoing or all rules and regulations of the Association, which is not cured within 30 days of such default, provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

ARTICLE XI
CONFLICTS

These By-Laws are set forth to comply with the requirements of the Act. In case any of these By-Laws conflict with the provisions of the Act, or the Declaration, it is hereby agreed and accepted that the provisions of the Act of the Declaration, as the case may be, will control.

ARTICLE XII
FISCAL YEAR

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

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THIS RESTATEMENT of the By-Laws having been approved by at least a two-third majority of unit owners on record on 12th day of September, 2001 and authority granted to the Association to record the Restatement with the Register of Deeds for Milwaukee County, the duly authorized officers of the Association herewith execute the approved Restatement this 12th day of September, 2001.

MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

BY: _____
Michael J. Marx, President

BY: _____
Christopher E. Meisel, Secretary

State of Wisconsin)
) ss.
County of Milwaukee)

On this 12th day of September, 2001, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared MICHAEL J. MARX and CHRISTOPHER E. MEISEL, personally known to me to be the persons whose names are subscribed to the within instrument, having acknowledged that they executed the same.

_____
Martin J. Greenberg
Notary Public
My commission is permanent

MARTIN J. GREENBERG NOTARY PUBLIC STATE OF WISCONSIN

THIS DOCUMENT DRAFTED BY:
Manchester Village Owners Association, Inc.
By: Manchester Village Declaration and By-law Committee.
Christopher Meisel

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ARTICLES OF INCORPORATION

OF

MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of forming a non-stock, non-profit corporation under the provisions of The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes (hereinafter called the "Law"), does hereby adopt the following as the Articles of Incorporation of such corporation.

ARTICLE I

NAME

The name of this corporation shall be MANCHESTER VILLAGE OWNER'S ASSOCIATION, INC.

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of this corporation shall be perpetual.

ARTICLE III

PURPOSES

The purposes for which this corporation is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes, commonly known as the Unit Ownership Act, as the same may be amended,

renumbered or renamed from time to time (such Chapter 703, as may be amended, renumbered or renamed from time to time, hereinafter called the "Act"), and subject to the terms and conditions of the Declaration of Condominium (hereinafter called the "Declaration") of MANCHESTER VILLAGE CONDOMINIUM (hereinafter called the "Condominium") as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin:

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

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

ARTICLE IV

MEMBERS AND VOTING

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

ARTICLE V

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 2400 West Good Hope Road, Glendale, Wisconsin, 53217 and the initial registered agent shall be Joseph Sileno at the above address.

ARTICLE VI

DIRECTORS

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

The number of directors constituting the initial Board of Directors shall be seven (7), and the names and addresses of the initial directors are:

Joseph Sileno
9991 West North Avenue
Wauwatosa, Wisconsin 53226

Joseph P. Sileno, Jr.
9991 West North Avenue
Wauwatosa, Wisconsin 53226

Joseph Amoroso
16633 Ventura Boulevard
Encino, California 91426

Jerald Greenstein
16400 Ventura Boulevard
Encino, California 91426

Lynn Dornfeld
9991 West North Avenue
Wauwatosa, Wisconsin 53226

Robert A. Teper
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

Jeffrey B. Green
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

ARTICLE VII

INCORPORATOR

The name and address of the incorporator of this corpora-

tion is:

Robert A. Teper
777 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

ARTICLE VIII

AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of seventy-five (75%) percent of the entire membership of this corporation.

ARTICLE IX

STOCK, DIVIDENDS AND DISSOLUTION

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

This corporation may be dissolved with the assent given in writing and signed by not less than seventy-five (75%) percent of the members. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies, provided, however, that any such non-profit corporation, society,

trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate on this 26th day of July, 1978.

Robert A. Teper

STATE OF WISCONSIN)
) SS
COUNTY OF MILWAUKEE)

Personally came before me, this 25th day of July, 1978, the above named ROBERT A. TEPER, to me known to be the person whose name is subscribed to the foregoing Articles of Incorporation, and acknowledged that he executed the same for the purposes therein contained.

Notary Public, State of Wisconsin
My commission: Jan. 20, 1980

This document was drafted by Robert A. Teper and Jeffrey B. Green of Berr, Levin, Teper, Charnof & Sumner, S.C.

Art of Inc.

-Milw-

STATE OF WISCONSIN
DEPARTMENT OF STATE
FILED
JUL 27 1978
DOUGLAS LAFOLLETTE
SECRETARY OF STATE

$25.00

HERZ, LEVIN, TEPER, CHERNOF & SUMNER, S.C.
Formerly Known As

LAW OFFICES
HERZ, LEVIN, CHERNOF & SUMNER, S.C.
[illegible]
[illegible]
MILWAUKEE, WISCONSIN [illegible]
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