

**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.**

Changes to Rules and Regulations for Annual Meeting October 16, 2004

These are changes that are being proposed for approval at the annual meeting. Please read them and be prepared to vote yes or no on them at the meeting. The reason for each change is included. There will not be time for long discussions.

1. Change to the document **Sale, Lease or Conveyance of Units**, now reads "In accordance with Association Regulations, a Transfer/User Service fee in the amount of \$100 (payable to the Cloisters of Tuckaway) must be submitted with copy of contract document/offer to purchase. The responsibility for this fee may be that of the seller or the buyer as directed in the contract, however, the seller is responsible for submitting."

Will now read: a Transfer/User Service Fee in the amount of \$200 (payable to the Cloisters of Tuckaway)

Reason: The increase in this fee will cover costs to the Cloisters when new owners move in, including the \$50.00 cost of replacing documents if necessary.

2. **When moving in or out of the Cloisters of Tuckaway, a check of \$300 will be placed on deposit at time of closing by both parties. These checks will be held until the moves are completed. If no damage is found to the Cloister's property after moving is complete, the entire amount will be returned to the person moving in or out. If there are any damages, the cost of repairs will be deducted from the deposit of the person causing the damage and the remaining amount will be returned to that person.**

Reason: Often people who move out or move in damage carpets, elevators, or walls. We, as an association, have to pay for these repairs out of our budget. Ogden suggests that we levy this moving charge. It has been successful in their other condos they manage. The person from the Cloisters who is approving the transfer of the property should be responsible for insuring that these checks are being held. The realtors must also be responsible for securing these checks. Owners who sell their own units must also present these checks before transfer is approved.

3. Laundry Rooms: Rules and Regulations pg. 3, under Common Areas Defined: Now reads: "The 12 rooms located in the corners of each floor of the Atrium area, containing washers, dryers, and tables".

Will read: Laundry Rooms: The 9 rooms located in the corners of each floor of the Atrium area, containing washers, dryers, and tables.

Reason: The Board has statistics that find that the washers and dryers are not being used enough to pay for themselves. That means that all residents are helping to pay the costs of keeping 12 rooms going. In order to effect savings, three rooms which are used the least, one on each floor, will be eliminated. That will lower the cost of leasing the machines and the electricity and water costs. This should not be a problem for residents who do use these laundries because the distance involved to a laundry room is not great. We can maintain services while still cutting costs.

4. **New rule: Moving:**

1. **All moving in or out of the Cloisters must be done between the hours of 7:00 am and 11:00 pm.**

Reason: Residents have been complaining about people moving in and out at 11:30 p.m. and midnight or early morning. In consideration of others' right to quiet during the night hours this rule should be added.

5. New section: **Bicycles/Off-road vehicles/moving trucks.**
 1. **Bicycles are not allowed inside the building, except owners' bicycles which are parked in the garage in their car space.**
 2. **Bicycles of guests are to be parked at the bicycle rack provided in the designated parking lot.**
 3. **Off-road vehicles such as snowmobiles, go-carts and "sport vehicles" are not allowed to be used on the grounds.**
 4. **Roller blades, skateboards, etc. are not allowed to be used on the grounds.**
 5. **Moving trucks are to stay on paved areas only.**

Reason: There has been an incident where several bicycles were found in the front hall. Twice guests have been observed riding bicycles on the decks around the Atrium. We should provide a bike pole or a rack where guests can lock their bikes outside either in the C wing lot or the small lot between A and B.

6. Addition: **Balconies and Patios, pg. 4, 2. Add to f. Snow blowing off the roofs or accumulating into drifts higher than 2 inches must also be removed.**

Reason: Last year thirteen owners on the third floor received notices regarding the accumulation of snow on their balconies even after they had shoveled. Many of the owners on the third floor recognized the problem of snow blowing off the roofs and kept their balconies clear. The snow shoveling rule was originally made many years ago to save costs of damage to the second and first floor cement and metal frames of the patios. Some third floor owners complain about having to keep these decks clear. However, the good of the Cloisters is the issue. Do you want to keep paying \$3,000 or \$4,000 every year for repairs or do you want to help prevent damage from freezing and dripping water? This is a situation where owners could help third floor residents who are unable to physically shovel to comply with this rule. Think about it!

7. New Rule: **Information Registration Form:**
 1. **Every owner must fill out the Information Registration Form which will be kept in a locked file in the office to guard individuals' privacy.**
 2. **The form must include the names of all residents, adults and minors, a contact phone number for use in emergencies, and the license numbers of cars parked on the premises, indoor or in the outside lots. Your phone number will not appear on the resident roster if you do not wish to have it listed.**
 3. **Guests who are living here on a long term basis must be registered by the owner along with the guest's car license if their car is parked on the premises.**

Reason: We have had several emergencies where people have been ill and we had to call paramedic/police and there were no contact phone numbers. We had a death in a unit, a heart attack in another. This information will also help us identify people and keep the Cloisters a safe, secure place in which to live. Over 54 units have changed owners in the last two years and records like these are necessary.

8. Some residents have requested that we consider having activity cards again. We suggest this addition to the rules:

Guest Cards:

1. One guest card will be given to each unit owner allowing two adult guests to use the card without the owner accompanying them. The guests will have to abide by all rules and the owners will be responsible for any infraction of the rules by their guests. The front of the card will identify the owner and unit number. On the back the owner will sign a statement: "I, the owner, give my guests permission to use the pool and pub area (not the exercise equipment) and I realize that I am responsible for my guests". Signed by the owner. The owner is responsible for any fines.

2. The Rules Committee will be responsible for the distribution of the cards.

9. **Change: Violations: pg. 9, h. Late Fees:** Now reads: Maintenance and special assessments: There will be a service charge of \$5.00 for late payment 10 days after due date plus \$1.00 per day thereafter.

Will read: There will be a service charge of \$10.00 for late payment 10 days after due date plus \$1.00 per day thereafter.

Reason: This is a very old assessment rule. The \$10.00 will be a charge of \$1.00 per day for the first 10 days and will make billing by Ogden much easier to issue and keep a record. A month late will be \$30.00.

10. **Addition/change: pg. 4 Common Areas Restrictions now reads:** Adult owners/lessees must accompany non-owners in all common areas between the hours of 11:00 pm and 6: am.

New section will read:

GENERAL AND COMMON AREA RESTRICTIONS

Owners/lessees are responsible for the behavior of their guests and the children and adults residing with them. Unruly behavior, excessive noise, offensive language or other disturbances may result in restriction of privileges and/or fines. If such behavior causes damage or loss to common property, or injury or illness to persons, the owner/lessee is liable and financially responsible.

Resident minors should be supervised in the common areas as appropriate to their age and maturity. Rule infractions will be met with loss of privileges and/or fines.

Children under the age of 10 must be accompanied by an adult in all common areas at all times.

Special consideration must be exercised to avoid disturbances during the night-time hours. Adult owners/lessees must accompany non-owners and all minors in all common areas between the hours of 11:00 p.m. and 6:00 a.m.

Reason: Unfortunately, there have been many incidents in the past year regarding supervision and some problems in the Atrium, garages, and halls. New and younger residents may not be aware that noise carries in the Atrium and hallways and disturbs other residents, especially those living on the Atrium. Since there are residents of all ages living here and people with diverse schedules, many people come and go at different times and sleep at different times. This rule will help people set their boundaries and respect each other.

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RESOLUTION NUMBER ____
TO AMEND THE DECLARATION AND BY-LAWS OF
CLOISTERS OF TUCKAWAY CONDOMINIUM ASSOCIATION
CONCERNING OWNER OCCUPANCY OF UNITS

WHEREAS, the Association wishes to insure to its members the benefits derived from owner-occupied homes, including an increased quality of life and a stable and increased market value for units as a result of high standards of maintenance and repair, increased cooperation and compliance with Association rules and by-laws and continuity of residents; and

WHEREAS, owner-occupied homes will additionally enhance the ability of unit owners to finance and refinance their homes; and

WHEREAS, in furtherance of these objectives, it is the policy of the Association to discourage absentee investment ownership and to encourage occupancy principally by the owners of the units,

THE FOLLOWING MOTION IS MADE TO AMEND THE BY-LAWS OF CONDOMINIUM:

Article 37 of the By-laws is created as follows:

ARTICLE 37. Occupancy Restricted

Occupancy of a unit shall only be by the owner thereof or his or her immediate family (children, stepchildren, grandchildren, parents, brothers, sisters, nephews, or nieces.) Additionally, one adult invitee of the owner may reside in the unit provided that the owner resides in the unit simultaneously with the invitee. No rental, lease or other occupancy of the unit shall be allowed, subject only to the following exceptions:

(1) Unit owners who have existing tenants as of the date of enactment of this amendment. This exception shall terminate after the unit is not occupied by a tenant for 120 continuous days, or upon transfer of ownership of the unit, whichever shall first occur.

(2) A fiduciary, such as a trustee, if the occupant of the unit is a beneficiary of the fiduciary entity.

(3) Purchase money mortgagees of the unit or the Association, where the unit is acquired by foreclosure of the mortgagee's interest, either judicially or by accepting a deed in lieu of foreclosure; provided, however, that said lease shall not be for a term of more than one year.

47 (4) Special hardship exception. The Board of Directors shall have the
48 authority to waive the requirement of this Section upon request of a unit owner if it
49 determines that enforcement thereof in the particular circumstances would result in an
50 unreasonable hardship upon the unit owner, and that the exception would not
51 jeopardize the interest of the Association in promoting owner-occupancy of units.
52 Request for a waiver shall be made to the Association in writing, and considered by
53 the Board at a meeting for that purpose. Any exception granted by the Board must
54 be by a writing signed by at least two members of the Board; provided, however, that
55 any exception shall not be for a period of more than one year and, if the Board so
56 approves in writing, for an additional one year renewal.

57 (5) No unit owner shall be permitted to lease a unit pursuant to these rules
58 unless and until the unit owner shall have paid to the Board of Directors on behalf of
59 the Association all unpaid common charges theretofore assessed against that unit and
60 until the unit owner shall have satisfied all unpaid liens against such unit, except
61 permitted mortgages. Every unit owner assigns all rents and profits from any lease,
62 permitted or not, to the Association for the purpose of reimbursing the Association for
63 overdue assessments, special or ordinary, levied by the Association against the unit
64 or the unit owner. Any unit owner who rents a unit shall be responsible to the
65 Association and its members for any damages suffered by the Association or its
66 members arising from acts or omissions of a tenant, and for the actual and reasonable
67 attorney fees expended by the Association in connection with enforcing this Article.

68 Section 11 (a) of the Declaration of Condominium is amended by deleting the
69 crossed out language below:

70
71 (a) No unit owner shall at any time sell, convey, lease, devise, give away,
72 permit the tenancy or use of the premises of his unit without first complying with the
73 provisions hereinafter contained in this paragraph, unless such persons are related by
74 blood or marriage to the owner. No such sale, leasing or alienation of any other kind
75 shall be made unless the Association of Unit Owners is given no less than ten days prior
76 written notice of the terms of any proposed bona fide sale, ~~lease~~ or other alienation, as
77 evidenced by a bona fide written document of purchase, sale, ~~lease~~ or other alienation,
78 together with the name and address of the proposed purchaser, ~~lessee~~ or alienee. The
79 Association shall at all times have the first right and option to purchase ~~or lease~~ such
80 unit ownership upon the same terms as evidenced by such bona fide document, which
81 option shall be exercisable for a period of ten days following the date of receipt of such
82 notice. If the said option is not exercised by the Association within said ten days, the
83 owner ~~or lessee~~ may, at the expiration of said ten day period and at any time within sixty
84 days after the expiration of said period contract to sell ~~or lease~~ (or sub-lease or assign)
85 such unit ownership to the proposed purchaser ~~or lessee~~ named in such notice but only
86 to such purchaser ~~or lessee~~ upon the terms specified therein.
87

90 Amendment Considered At Meeting, Oct 16, 2004 (Date)
91 Motion made by: Bonnie Schmidt
92 Seconded: Marilyn Rewolinski
93 (Yes/No)

94
95 Approved by Written Ballot:

96 In Favor: 116

97 Opposed: 1

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99 Resolution: passed
100 (Passed/Failed)

101 Signed: Maureen A Zehn
102 Secretary
103
104
105

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DISCLOSURE MATERIALS

**The Cloisters Condominium
5200 Tuckaway Boulevard
Greenfield, Wisconsin 53221**

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Seller's Name: _____

Seller's Address: _____

Purchasers are encouraged to secure disclosure materials directly from the Association to insure up-to-date documents.

Index

The following documents and exhibits are contained in this package:

1. *Declaration of Condominium - The Cloisters.* The Declaration establishes and describes the condominium, the units and the common areas. The Declaration begins behind the red separator page.
2. *By-laws, Associations of Unit Owners, Tuckaway of Greenfield.* The By-laws contain rules which govern the condominium and affect the rights and responsibility of unit owners. The By-laws included in this package are specific to the Cloisters of Tuckaway of Greenfield. The By-laws begin behind the green separating page.
3. *Articles of Incorporation.* Articles of Incorporated are behind the lime green separating page.
4. *Rules and Regulations.* Rules of the Association may be promulgated by the Board of Directors subject to approval of the majority of the unit owners as required in the Declaration, Article 10(f). As specifically authorized in that section of the Declaration, the Rules specifically prohibit animals in the condominium. The Rules begin behind the orange separating page.
5. *Floor Plan and Map.* The declarant/developer provided to all sellers floor plans of each unit, and the design of each unit type. Condominium floor plans are retained by the Secretary of the Association. Unit floor plans begin behind the blue separating page.
6. *Amended Restated Plan of Development for Tuckaway of Greenfield Recorded 7/29/99.* This document creates a Master Association of nine condominium associations, including the Cloisters of Tuckaway, and creates a Board of Governors. This

document is found behind the purple separator page.

7. *Restated By-laws, Tuckaway of Greenfield, Inc.* This document creates a governing structure for the Board of Governors of Tuckaway of Greenfield, the Master Association. This document begins behind the pink separator page.
8. *Annual Operating Budget.* The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. Certain assessments are also passed through to the unit owners from the Master Association. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments, and begins behind the yellow separating page.
9. *Contracts, Leases and Expansion Plans.* The Association is homeowner-controlled. Vendor contracts are disclosed in the budget and more information is available on request. This unit is not subject to leases of property or facilities which are not part of the condominium.

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THE CLOISTERS
DECLARATION OF CONDOMINIUM

SCHANDELMEIER CONST., INC. (hereinafter referred to as the "Declarant"), does hereby declare that the real estate described below is subject to the Wisconsin Unit Ownership Act. The said real estate and all the improvements now or subsequently placed thereon and the appurtenances thereto shall hereafter be known and described as The Cloisters Condominium.

1. Description of Land. The land which is the subject of this declaration and upon which the building and improvements are and will be located is in Milwaukee County, Wisconsin, and more particularly described as follows:

That part of the North West One-quarter (1/4) of the South East One-quarter (1/4) of Section Twenty-five (25) in Township Six (6) North, Range Twenty-one (21) East, in the City of Greenfield, which is bounded and described as follows: Commencing at the Northwest corner of said 1/4 Section; thence North 89° 58' 15" East along the North line of said 1/4 Section 311.00 feet to the point of beginning of the land to be described; thence North 89° 58' 15" East along the North line of said 1/4 Section 579.14 feet to a point; thence South 00° 52' 55" West 580.99 feet to a point; thence South 89° 58' 15" West 0.40 feet to a point of curve; thence South-westerly 230.72 feet along the arc of a curve whose center lies to South, whose radius is 309.22 feet and whose chord bears South 68° 35' 45" West 225.40 feet to a point of reverse curve; thence Southwesterly 193.41 feet along the arc of a curve whose center lies to the North, whose radius is 259.22 feet and whose chord is South 68° 35' 45" West 188.96 feet to a point of tangency; thence South 89° 58' 15" West 76.66 feet to a point; thence North 00° 45' 15" East and parallel to the West line of said 1/4 Section 74.53 feet to a point of curve; thence Northerly 279.37 feet along the arc of a curve whose center lies to the West, whose radius is 619.95 feet and whose chord bears North 12° 09' 20" West 277.01 feet to a point of reverse curve; thence Northerly 248.73 feet

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along the arc of a curve whose center lies to the East, whose radius is 551.95 feet and whose chord bears North $12^{\circ} 09' 20''$ West 246.63 feet to a point; thence North $00^{\circ} 45' 15''$ East and parallel to the West line of said $1/4$ Section 145.47 feet to the point of beginning, excepting that part heretofore dedicated for public street purposes.

2. Description of Building. One building with four wings and a central atrium is in the process of construction upon the land in the location shown on the plat of survey attached hereto. Each wing has a basement and three stories of living space. The central atrium has a basement and a single story of space above ground extending to the height of the four wings. There are 36 condominium dwelling units in each of the four wings for a total of 144 units. The principal materials of which the building is and will be constructed are: concrete block foundation; concrete slab basement; precast plank and structural concrete first floor; wood joist and cellular concrete for other floors; wood joist and built-up bituminous (except asphalt shingle on pitch areas) roof; wood frame and drywall interior partitions; and masonry exterior. The bathrooms contain tile on the floor and on the wainscot at tubs. Heat is supplied from a central gas-fired (oil standby) hydronic system with separate temperature controls in each unit. Air conditioning is supplied by a separate internal system (with condenser on the building roof) for each unit, with electrical power for the system metered on the electric meter for the unit. The interior common areas have a separate air conditioning system and a separate electric meter. Municipal water is supplied to each unit with a common meter for the building.

3. Description of Units.

(a) The unit number of each unit, its location and immediate common area to which it has access are shown on the set of floor plans designated "Basement Plan", "First Floor Plan", "Second Floor Plan" and "Third Floor Plan" prepared by Shepherd, Legan, Aldrian, architects, attached hereto as Exhibits. These floor plans also designate each unit as one of six basic types of units (P, Q, R, S, T or U), one of which, type U, has five different layout schemes (A-1, A-2, A-3, B-1, B-2). The plans for the types (and layout schemes) of units indicating approximate area, number of rooms, and other data necessary for proper identification are attached hereto as Exhibits with alphabetical

identification identical to the type and scheme of unit. Working drawings and specifications for the project are on file at the office of Declarant at 910 Elm Grove Road, Elm Grove, Wisconsin 53122, and at the manager's office at the property.

(b) The boundaries of each unit shall consist of that part of the cubic area of the building which is enclosed as follows:

(i) The vertical or perimetrical boundaries of a unit shall be the plane of the outside faces of the interior walls (being the first layer of double drywall as to common walls between units) and the plane of the outside faces of doors and windows bounding a dwelling extended in each case to an intersection with the upper and lower boundaries; and

(ii) The upper and lower boundaries of a unit shall be [a] lower boundary - the plane of the upper surface of the structural concrete floor as to the first story, and the plane of the upper surface of the cellular concrete floor as to the second and third story; and [b] upper boundary - the plane of the upper surface of the ceiling.

(c) If any portion of the common or limited common areas or facilities shall encroach upon any unit, or if any unit shall encroach upon any other unit or upon any portion of the common or limited common areas or facilities as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit, any adjoining unit, or any adjoining common or limited common area or facility, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting encroachment of a part of the common or limited common areas or facilities upon any unit or of any unit upon any other unit or upon any part of the common or limited common areas or facilities shall be permitted, and a valid easement for such encroachment and for its maintenance shall exist so long as the building stands. In interpreting the attached Exhibits, the existing physical boundaries of a unit or of a unit which is reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the dimensions expressed in the attached Exhibits, regardless of settling or lateral movement

of the building and regardless of minor variances between boundaries shown on the attached plans and those of the building.

4. Description of Common Areas and Facilities. The common areas and facilities shall include those matters described in section 703.02(6) of the Wisconsin Unit Ownership Act, including, but not limited to the following: the atrium area, bicycle storage areas, laundry areas on each story of each wing, recreation area and health club area in basement and beverage locker and lounge adjacent to the atrium and manager's office on first story.

5. Description of Limited Common Areas and Facilities. The limited common areas and facilities shall consist of the following:

(a) One parking space assigned to each unit, except Units 167 and 169, in the basement of the building as shown on the Basement Plan attached hereto, subject to the right of ingress and egress by assignees of adjacent lockers as to which all parties involved shall exercise reasonable cooperation;

(b) The patio (as to first story units) or balcony (as to second and third story units) immediately adjacent to each unit to which it has access by a door from the unit, and a second such patio or balcony as to the type P units, assigned to the respective unit; and

(c) One locker space assigned to each unit as shown on the Basement Plan attached hereto. All of such locker spaces except three (for Units ~~121~~¹²², ~~221~~²²² and ~~321~~³²²) are located in the basement of the building, one of the three exceptions is located on each floor of the building as described by inserts on the Basement Plan.

6. Unit Value for Common Area Ownership and Voting. The percentage of interest for each unit as shown on Exhibit A attached hereto shall serve as a basis for determination of the undivided ownership interest appertaining to each unit in the common areas and facilities of the property. For purposes of voting on matters for determination by unit owners described in the Wisconsin Unit Ownership Act, each unit shall have one vote. Paragraph 23 of the Plan of Development for Tuckaway of Greenfield (hereinafter referred to as the "Plan of Development") shall govern the determination of a voting unit owner.

7. Residential Use. All units are intended for and shall be restricted to residential use only.

8. Service of Process. Service of process shall be made upon Declarant at the manager's office at the property as to matters provided in the Wisconsin Unit Ownership Act until all units have been sold, conveyed and paid for, or such earlier time as Declarant elects to have the Association of Unit Owners become operational, at which time the Association may designate a successor by a vote of the simple majority of a quorum present at any meeting of the Association.

9. Damage or Destruction and Repairs. If the building or a unit has been damaged or destroyed, it shall be repaired and replaced by the Board of Governors of Tuckaway of Greenfield as provided in Paragraphs 30 and 31 of the Plan of Development. Except for the common areas and facilities which may be located within a unit, each unit owner shall maintain and repair the interior of his own unit and all of the fixtures and utilities therein, at his own expense, and each unit owner shall keep his unit in good repair subject only to normal wear and tear.

10. Further Matters.

(a) This condominium and the Association of Unit Owners for this condominium are hereby expressly made subject to and bound by the terms and provisions of the Plan of Development which was recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on April 12, 1968, as Document No. 4384860.

(b) All present and future owners, tenants and occupants of such owners, employees of owners and tenants, or any other persons that in any manner use or come upon the property or any part thereof shall be subject to, and shall comply with the provisions of this Declaration, the By-laws and rules and regulations adopted pursuant thereto, 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 of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. 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 thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Unit Ownership Act.

(c) All of the powers which are presently granted to an association of unit owners under the existing Wisconsin Unit Ownership Act as well as under the Plan of Development and this Declaration are hereby granted to the Board of Governors of Tuckaway of Greenfield. All of the acts and decisions of the Board which affect this condominium shall be deemed to be acts and decisions of the Association and shall be binding upon the Association and all unit owners. However, the Association for this condominium shall have the concurrent right to exercise all powers which are presently granted under the existing Wisconsin Unit Ownership Act along with such other powers as may be granted to the Association by this Declaration and the Plan of Development. The Association, however, shall not veto or rescind any actions of the Board, nor shall the Association take any action which is inconsistent with Board actions or with the provisions and intent of the Plan, this Declaration, the By-Laws or any rules and regulations promulgated thereunder.

(d) The Plan of Development and its By-Laws, this Declaration, the By-Laws of the Association and any amendments to such documents shall be interpreted as one document for all purposes necessary to carry out the total concept of this condominium project. All portions of the Wisconsin Unit Ownership Act as presently existing and amendments thereto which may be applicable to the intent of these documents but not inconsistent therewith nor with any amendments thereto are incorporated herein by this reference thereto.

(e) Declarant hereby reserves the right for a period of three years from date hereof to cause one or more of the units it owns to be maintained as a model apartment and to display such apartments and the common areas of the project for purposes of selling units in the project or in other projects of Declarant.

(f) Rules and regulations concerning the use of the units and the common and limited common areas or facilities, including provisions limiting keeping of animals and other pets, may be promulgated and amended by the Board of Directors of the Association of Unit Owners with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

11. Limitation on Conveyance or Lease of Units.

(a) No unit owner shall at any time sell, convey, lease, devise, give away, permit the tenancy or use of the premises of his unit without first complying with the provisions hereinafter contained in this paragraph, unless such persons are related by blood or marriage to the owner. No such sale, leasing or alienation of any other kind shall be made unless the Association of Unit Owners is given no less than ten days prior written notice of the terms of any proposed bona fide sale, lease or other alienation, as evidenced by a bona fide written document of purchase, sale, lease or other alienation, together with the name and address of the proposed purchaser, lessee or alienee. The Association shall at all times have the first right and option to purchase or lease such unit ownership upon the same terms as evidenced by such bona fide document, which option shall be exercisable for a period of ten days following the date of receipt of such notice. If the said option is not exercised by the Association within said ten days, the owner or lessee may, at the expiration of said ten day period and at any time within sixty days after the expiration of said period contract to sell or lease (or sub-lease or assign) such unit ownership to the proposed purchaser or lessee named in such notice but only to such purchaser or lessee upon the terms specified therein.

(b) A unit owner who wishes to make a gift of his unit ownership or any interest therein to any person or persons who would not be the heirs at law of the owner under the laws of the State of Wisconsin were such owner to die within sixty days prior to the contemplated date of such gift, shall give to the Association not less than ten days written notice of his or her intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall in such event at all times have the first right and option to purchase such unit ownership and interest therein at fair market value to be determined by arbitration and the use of appraisers as arbitrators, such arbitration to be in the manner set forth under the laws of the State of Wisconsin. The Association's option to purchase the unit ownership or interest therein shall expire ten days after the receipt of the decision by the arbitrators.

(c) In the event any unit owner shall die leaving a will devising his or her unit ownership, or any interest therein,

to any person or persons who are not blood heirs at law of the deceased owner under the rules of descent of the State of Wisconsin, and said will is admitted to Probate, the Association shall have the first right and option to purchase said unit ownership or interest therein either from the devisee or devisees thereof named in said will, or, if a power of sale is conferred by said will upon the personal representative named therein, from the personal representative acting pursuant to said power, at fair market value which is to be determined by arbitration of appraisers under rules of arbitration set up by the Statutes of the State of Wisconsin. The Association's right to purchase the unit ownership or interest therein at the price determined by the arbitrators shall expire ten days after the date of the receipt by the Association of such notice from the arbitrators if the personal representative of the deceased owner is empowered to sell and shall expire ten months after the appointment of the personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. However, nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to the Association by the owners as may be provided, to bid at any sale of the unit ownership or interest therein of any deceased owner which said sale is held pursuant to an order or direction of the Court having jurisdiction over that portion of the deceased owner's estate which contains his or her unit ownership or interest therein.

(d) In the event any unit ownership or interest therein is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the unit so sold, give twenty days written notice to the Association of his intentions so to do, whereupon the Association shall have an irrevocable option to purchase such unit ownership or interest therein at the same price for which it was sold at said sale. If said option is not exercised by the Association within twenty days after receipt of such notice, it shall thereupon expire and said purchaser may thereafter take possession of said unit. The Association shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said twenty day period.

(e) The Association shall not exercise any of the options herein set forth to purchase any unit ownership or interest

therein without the prior consent of three-quarters (3/4) of the members of the Board of Directors.

(f) Upon the written consent of a majority of the members of the Board of Directors, any of the options contained in this paragraph may be released or waived and the unit ownership or interest therein which is subject to an option set forth herein may be sold, conveyed, leased, given or devised free and clear of the provisions of this article.

(g) A certificate executed and acknowledged by the President and Secretary of the Association stating that the provisions of this paragraph as herein set forth have been met by an owner, or duly waived by the Association, and that the rights of the Association hereunder have terminated, shall be conclusive upon the Association and the owners in favor of all persons who rely thereon in good faith, and such certificate shall be furnished to any owner who has in fact complied with the provisions of this paragraph or in respect to whom the provisions of this paragraph have been waived, upon request at a reasonable fee, not to exceed \$10.00.

(h) Acquisition of unit ownerships or any interest therein under the provisions of this article shall be made from the Reserve Fund of the Association. If such fund is insufficient to cover the acquisition costs, the Association shall levy an assessment against each owner in an amount proportionate to his individual interest in the common and limited common areas and facilities, which assessment shall become a lien and be enforceable as provided herein or as provided by law.

(i) The Association, in its discretion, may borrow money to finance the acquisition of any unit ownership or interest therein authorized by this article; provided, however, that no financing may be secured by an encumbrance of any portion of the condominium property other than the unit ownership or interest to be acquired with such financing.

(j) Unit ownership or interest therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the owners. Said unit ownership or interest therein shall be sold or leased by the Association for the benefit of the owners. All proceeds of such sale or leasing

after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in the Reserve Fund and may thereafter be disbursed at such time and in such manner as the Board of Directors shall determine.

(k) Any attempt to sell, lease, devise, give away, in any manner alienate or otherwise attempt to circumvent the provisions of this paragraph without a prior offer to the Association as provided herein shall be wholly null and void and shall confer no title or interest whatsoever upon the intended purchaser, tenant, lessee, donee or other person or party.

(l) The provisions of this paragraph 11 shall not be applicable to or binding upon the Declarant, its successors, assigns or designees, or any construction loan mortgagee.

12. Amendment of Declaration. This Declaration may be amended by Declarant until all units have been sold, conveyed and paid for solely in order to correct any errors or omissions herein (including changes in the building as finally constructed), or by the vote of at least 75% in number and in common interest of all unit owners cast in person or by proxy by unit owners at a meeting duly held in accordance with the provisions of the By-Laws, or by the unanimous vote of the Board of Directors of the Association of Unit Owners at a meeting duly held in accordance with the provisions of the By-Laws; provided, however, that the provisions of section 703.06(2) of the Wisconsin Unit Ownership Act shall apply on any vote to change or alter the percentage of ownership in common or limited common areas or facilities. Copies of any such amendments shall be certified by the President and Secretary of the Association.

13. Additional Rights of Mortgage Holders. As to the holder of any mortgage of a unit which has notified the Association of Unit Owners in writing delivered or mailed by certified mail to the place for service of process stated in paragraph 8 of this Declaration:

(a) The Board of Directors of the Association shall give such mortgage holder written notice by mail of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration, or the By-Laws of the Association or the Articles of Incorporation or By-Laws of Tuckaway of Greenfield, Inc.

(b) The Board of Directors of the Association shall give such mortgage holder by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this condominium simultaneously with the giving of required notice to any unit owner.

(c) The Board of Directors of the Association shall notify such mortgage holder of physical damage to structure, fixtures or equipment of a unit in an amount exceeding \$1,000 when such damage is known to the Board of Directors and shall notify all mortgage holders of units if common areas or facilities of the condominium are damaged in an amount exceeding \$10,000.

(d) Unless all holders of first mortgage liens on individual units have given their prior written approval, the Association of Unit Owners shall not:

(i) Change the pro rata interest or obligation of any unit for purposes of levying assessments and charges and determining the shares of the common elements and proceeds of the project;

(ii) Partition or subdivide any unit or the common elements of the project; or

(iii) By act or omission seek to abandon the condominium status of the project except as provided in paragraph 9 of this Declaration in case of substantial loss to the units and common elements of the condominium project.

IN WITNESS WHEREOF, this document has been executed this 19th day of December, 1972.

SCHANDELMEIER CONST., INC.

BY

Milo E. Schandelmeier, Jr.
President

Attest:

Marilyn E. Schandelmeier
Marilyn E. Schandelmeier, Secretary

STATE OF WISCONSIN)
 : SS.
MILWAUKEE COUNTY)

On this the 19th day of December, 1972, before me, Allen N. Rieselbach, the undersigned officer, personally appeared Milo E. Schandelmeier, Jr., and Marilyn E. Schandelmeier, who acknowledged themselves to be the President and Secretary, respectively of Schandelmeier Const., Inc., a Wisconsin corporation, and that they as such President and Secretary, respectively, being authorized so to do, executed the foregoing instrument by signing the name of said corporation in the capacity therein stated by themselves as President and Secretary, respectively, and for the purposes therein contained.

Allen N. Rieselbach
Notary Public, State of Wisconsin
My commission is permanent

The undersigned mortgagees consent to the above Declaration of Condominium.

FIRST WISCONSIN NATIONAL BANK
OF MILWAUKEE

By T. N. Hearn
T. N. Hearn, Assistant Vice President

Wayne H. Brogelman
Mortgage Banking Officer

FIRST WISCONSIN MORTGAGE INVESTORS

By Dewaine A. Olson
Dewaine A. Olson, Treasurer

By John J. Poehlmann
John J. Poehlmann, Secretary

"First Wisconsin Mortgage Investors is a Massachusetts business trust, existing under the First Amended and Restated Declaration of Trust dated December 7, 1971, as amended from time to time. Obligations of the Trust shall not be binding personally upon any of the Trustees, shareholders, officers, employees or agents of the Trust or their private property, but shall be binding solely upon the property of the Trust."

This instrument drafted by Allen N. Rieselbach

CLOISTERS CONDOMINIUM

EXHIBIT A

Unit No.	Unit Type	Percentage of Total Area	Unit No.	Unit Type	Percentage of Interest
100	R	.0072	164	R	.0072
101	U(A-1)	.0059	165	T	.0054
102	S	.0088	166	S	.0088
103	T	.0054	167	T	.0054
104	R	.0072	168	R	.0072
105	T	.0054	169	T	.0054
106	S	.0088	170	Q	.0077
107	T	.0054	171	P	.0082
108	R	.0072	200	R	.0072
109	T	.0054	201	U(A-2)	.0069
110	Q	.0077	202	S	.0088
111	P	.0082	203	T	.0054
120	R	.0072	204	R	.0072
121	U(B-1)	.0058	205	T	.0054
122	S	.0088	206	S	.0088
123	T	.0054	207	T	.0054
124	R	.0072	208	R	.0072
125	T	.0054	209	T	.0054
126	S	.0088	210	Q	.0077
127	T	.0054	211	P	.0082
128	R	.0072	220	R	.0072
129	T	.0054	221	U(B-2)	.0069
130	Q	.0077	222	S	.0088
131	P	.0082	223	T	.0054
140	R	.0072	224	R	.0072
141	U(A-1)	.0059	225	T	.0054
142	S	.0088	226	S	.0088
143	T	.0054	227	T	.0054
144	R	.0072	228	R	.0072
145	T	.0054	229	T	.0054
146	S	.0088	230	Q	.0077
147	T	.0054	231	P	.0082
148	R	.0072	240	R	.0072
149	T	.0054	241	U(A-3)	.0074
150	Q	.0077	242	S	.0088
151	P	.0082	243	T	.0054
160	R	.0072	244	R	.0072
161	U(B-1)	.0058	245	T	.0054
162	S	.0088	246	S	.0088
163	T	.0054	247	T	.0054

Unit No.	Unit Type	Percentage of Total Area
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248	R	.0072
249	T	.0054
250	Q	.0077
251	P	.0082
260	R	.0072
261	U(B-2)	.0069
262	S	.0088
263	T	.0054
264	R	.0072
265	T	.0054
266	S	.0088
267	T	.0054
268	R	.0072
269	T	.0054
270	Q	.0077
271	P	.0082
300	R	.0072
301	U(A-2)	.0069
302	S	.0088
303	T	.0054
304	R	.0072
305	T	.0054
306	S	.0088
307	T	.0054
308	R	.0072
309	T	.0054
310	Q	.0077
311	P	.0082
320	R	.0072
321	U(B-2)	.0069
322	S	.0088
323	T	.0054

Unit No.	Unit Type	Percentage of Interest
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324	R	.0072
325	T	.0054
326	S	.0088
327	T	.0054
328	R	.0072
329	T	.0054
330	Q	.0077
331	P	.0082
340	R	.0072
341	U(A-3)	.0074
342	S	.0088
343	T	.0054
344	R	.0072
345	T	.0054
346	S	.0088
347	T	.0054
348	R	.0072
349	T	.0054
350	Q	.0077
351	P	.0082
360	R	.0072
361	U(B-2)	.0069
362	S	.0088
363	T	.0054
364	R	.0072
365	T	.0054
366	S	.0088
367	T	.0054
368	R	.0072
369	T	.0054
370	Q	.0077
371	P	.0082

RESTATED BY-LAWS

TUCKAWAY OF GREENFIELD, INC.

1. General. A Plan of Development for Tuckaway of Greenfield, Inc., a non-profit corporation organized under Chapter 181 of the Wisconsin Statutes was recorded in the Office of the Registrar of Deeds for Milwaukee County, Wisconsin on April 13, 1968 as Document Number 4384860. This document was superceded and replaced by a Restated Plan of Development adopted November 20, 1978. The By-Laws shall supercede and replace all prior By-Laws of the corporation. The terms and provisions of the Restated Plan and all amendments (the "Plan") are incorporated into these By-Laws by reference. These By-Laws and all amendments shall be binding upon all members of Tuckaway of Greenfield, Inc. all present and future owners of real estate located in Tuckaway of Greenfield and the heirs, devisees, personal representatives, successors, assigns, tenants, future tenants, agents, employees, invitees and permissive users of such present and future owners.

2. Board of Governors. The affairs of the corporation shall be governed by a board of directors denominated the Board of Governors. The Board shall consist of such number as provided in the Plan.

3. Members. A person shall become a member of Tuckaway of Greenfield, Inc., upon his election or appointment as a Governor to the Board of Governors as provided in the Plan. A Governor's membership in the corporation shall terminate upon the election or appointment of a successor, or upon his removal, resignation or death. The corporation shall have no other members except such Governors.

4. Annual Meetings. The annual meetings of the corporation shall be held on the first Saturday in the month of May for each year.

5. Regular Meetings. Regular meetings, other than the annual meeting, of the corporation may be held at such time and place as shall be determined by a majority of the members of the Board of Governors.

6. Notice of Meetings. At least five days prior to each annual or regular meeting of the corporation, the Secretary shall give notice thereof, either personally or by mail, to each Governor. Such notice shall state the time and place for such meeting. The mailing of the notice to the last known address of each Governor shall be considered sufficient compliance with this notice

requirement. It shall be the duty of each Governor to keep the Secretary advised of his current mailing address, and the Secretary shall not be responsible for failure of the governors to keep him so advised.

7. Special Meetings and Notice. Special meetings of the corporation may be called by the President upon giving three days notice to each Governor. Notice of such special meetings shall be given personally or by mail. Such notice shall state the time, place and purpose of the meeting. Special meetings of the corporation shall also be called by the President or Secretary in like manner and on like notice upon the written request of at least four Governors.

8. Quorum. A majority of the number of members of the Board of Governors as then provided by the Plan shall constitute a quorum for all meetings.

9. Powers of Board. The Board shall have the full power and authority necessary for the complete enforcement and administration of the provisions of the Plan, these By-Laws, rules and regulations promulgated thereunder and any amendments thereto.

10. Compensation. The Board of Governors may establish and pay reasonable compensation for services rendered to the corporation by the Governors, officers or others.

11. Manner of Acting. The act of a majority of the Governors present at a meeting at which a quorum is present shall be the act of the Board of Governors.

12. Term of Governors. The term of office for Governors shall be as set forth in the Plan.

13. Removal of Governor. A Governor may be removed from office at any time by the ownership interest responsible for the election or appointment of such Governor as set forth in the Plan. Written notice of removal shall be mailed or delivered to the Secretary of the Board of Governors and to the Governor affected by such removal.

14. Vacancies in the Board of Governors. Any vacancy which may occur in the Board of Governors, may be filled only by election or appointment by owners as provided in the Plan.

15. Waiver of Notice. Before or at any meeting of the corporation, any Governor may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Governor at any meeting shall be a waiver of notice by him of the time and place thereof, except where a Governor attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

16. Fidelity Bonds. The Board of Governors may require any officer or employee of the corporation to furnish adequate fidelity bonds. The cost of such bonds shall be paid for by the corporation.

17. Principal Officers. The principal officers of the corporation shall be a President, Vice-President, Secretary and Treasurer, all of whom shall be elected by and from the Board of Governors. The Governors may appoint such assistants and such other officers as in their judgment may be necessary.

18. Term of Office and Election of Officers. The officers of the corporation shall be elected annually by the Board of Governors at the annual meeting of the corporation. Each officer shall hold his office until his successor shall have been duly elected or until his death, resignation or removal, whichever shall first occur.

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

20. Vacancies in the Principal Offices. If, because of death, resignation, removal, disqualification or otherwise, a vacancy shall occur in any of the principal offices of the corporation, such vacancy shall be filled by the Board for the unexpired portion of the term.

21. President. The President shall be the chief executive officer of the corporation, and he shall, when present, preside at all meetings of the corporation. The President may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Governors, any deeds, mortgages, bonds, contracts, or any other instruments which the Board of Governors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Governors or by

statute to some other officer or agent of the corporation. The President shall have all the general powers and duties which are usually vested in the office of the President of a corporation.

22. Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Governors 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 upon him by the President or Board of Governors.

23. Secretary. The Secretary shall keep the minutes of all meetings of the corporation, shall give or cause to be given, in accordance with the provisions of these By-Laws or requirements of law, all notices of the corporation, shall have charge of all corporate books, records, papers and the seal of the corporation and shall, in general, perform all the duties incident to the office of Secretary of a corporation and such other duties as may be assigned to the Secretary by the President or Board of Governors.

24. Treasurer. The Treasurer shall have the responsibility for corporation funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the corporation. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the corporation in such depositories as may, from time to time, be designated by the Board of Governors. The Treasurer shall also be responsible for the billing and collection of all assessments made by the corporation and shall perform such other duties as may be assigned to the Treasurer by the President or Board of Governors.

25. Committees of Governors. A resolution adopted by an affirmative vote of the majority of the then existing Governors may designate one or more committees consisting of two or more Governors on each committee, and such committee shall act for and in behalf of the Board to the extent provided for in said resolution. Such committees, however, shall have no authority with respect to the election of officers or the appointment of any committees pursuant to this section. Alternate members of any such committees may be elected by the Board, and such alternate committee members shall take the place of any absent member or members at any meeting of such committee when required to do so by the President or the chairman of the meeting. Each such committee shall fix its own rules governing the conduct of its activities and make such reports to the

Board of its activities as the Board or the President may from time to time require.

26. Contracts of the Corporation. Any officer or officers, agent or agents of the corporation may be authorized by the Board of Governors to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation. The authorization so given may be either general or confined to specific matters.

27. Loans of the Corporation. Unless authorized by a resolution of the Board of Governors, no loans shall be contracted on behalf of the corporation and no evidences of indebtedness shall be issued in the name of the corporation. Any authorization so given may be either general or confined to specific matters.

28. Checks of the Corporation. The officer or officers, agent or agents of the corporation who have been so authorized by a resolution of the Board of Governors shall sign all checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness which have been issued in the name of the corporation.

29. Deposits of the Corporation. All funds collected by the corporation which are not otherwise employed shall be, from time to time, deposited in such banks or depositories as may be authorized by the Board of Governors.

30. Fiscal Year of the Corporation. The fiscal year of the corporation shall begin on the first day of April and end on the 31st day of March in each year.

31. Corporate Seal. A corporate seal shall be provided by the Board of Governors of the corporation. Such corporate seal shall have the following words inscribed thereon: "Tuckaway of Greenfield, Inc., Corporate Seal, Wisconsin".

32. Amendments. At any special meeting of the Board of Governors called for such purpose or at any annual or regular meeting, these By-Laws may be amended by an affirmative vote of at least two-thirds of all of the members of the corporation.

33. Additional Powers. In addition to the powers and duties

enumerated herein, the corporation, by the Board of Governors, shall have such other powers and duties as may be conferred and required by the Plan.

34. Liability of Governors. The members of the Board of Governors shall not be liable to the owners for any mistake of judgment, failure to adhere to the provisions of the Plan or these By-Laws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The owners shall indemnify and hold harmless each member of the Board of Governors against all contractual liability arising out of contracts made by the Board of Governors on behalf of the corporation unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Governors shall have no personal liability with respect to any contract made by them on behalf of the corporation. It is also intended that the liability of the owners arising out of any contract made by the Board of Governors or out of the indemnity in favor of members of the Board of Governors shall be shared in the same manner as general assessments as provided in paragraph 13(b) of the Plan. At the option of the Board of Governors, directors' liability insurance may be obtained and shall be paid for as an expense of the corporation.

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TUCKAWAY OF GREENFIELD, INC.

Resolution:

Whereas the developers of the Fountainview Condominium have indicated a desire to have the land involved, i.e.; parcel 3 of certified survey map No. 7048, to become a part of Tuckaway of Greenfield Inc., subject to mutually agreeable terms, be it resolved that Fountainview Development Group LLC be notified of the terms applicable.

- agree to repair the chain-link fence located on the west boundary of the land before passing control to the Association's Board of Directors
- agree to contribute to the perimeter fence reserve fund starting April 1, 2003
- agree to contribute to administrative expenses starting April 1, 2003
- agree to contribute to cost of snow/ice removal on shared roadways starting November 1, 2002
- agree to contribute to cost of lawn care on the Grange Avenue right of way starting April 1, 2003

Resolution approved by the Board of Governors on September 25, 2002 and entered into the minutes of meeting.

**Rules and Regulations
For
Tuckaway of Greenfield**

General

By the powers granted to the Board of Governors for Tuckaway of Greenfield as specified in item number nine in the Restated By-Laws For Tuckaway of Greenfield, the Board of Governors hereby creates this document to be known as Rules and Regulations For Tuckaway of Greenfield effective April 4, 2001. The sole purpose of this document is to maintain and/or improve the quality of life for those members of Tuckaway of Greenfield as defined in the Restated Plan of Development for Tuckaway of Greenfield.

This original document is to be presented to the Board of each Association listed in The Restated Plan of Development for Tuckaway of Greenfield by their respective governor. Each Association is then responsible for the creation of copies and the distribution of said copies to all members within their Association.

Changes and Amendments

Changes and/or amendments to this document will be effected only via a motion from an active member of the Board of Governors and carried by a 2/3rd majority vote by the board. At such time, a copy of said change or amendments is to be distributed to each Association via their respective Governor. Each Association is then responsible for the creation of copies and the distribution of said copies to all members within their Association.

Item

1. No signs of any kind may be displayed on any properties maintained by the Board of Governors with the exception of Realtor's "Open House" signs that must be installed shortly before and removed immediately after the actual showing of the property advertised.
2. There is to be no parking at anytime on any of the roadways maintained by the Board of Governors with the exception being those areas specifically identified and marked for such purpose by the Board. The roadways controlled by this rule include but are not limited to Tuckaway Boulevard, Canterbury Lane, Woodbridge Lane and Somerset Lane.
3. The owners located in Woodbridge Village, Camelot Village, LaCasa Real and Hidden Oaks, on special occasions may park in the parking spaces on Canterbury Road. Under extenuating circumstances, permission may be granted by the Board of Governors, for additional parking.

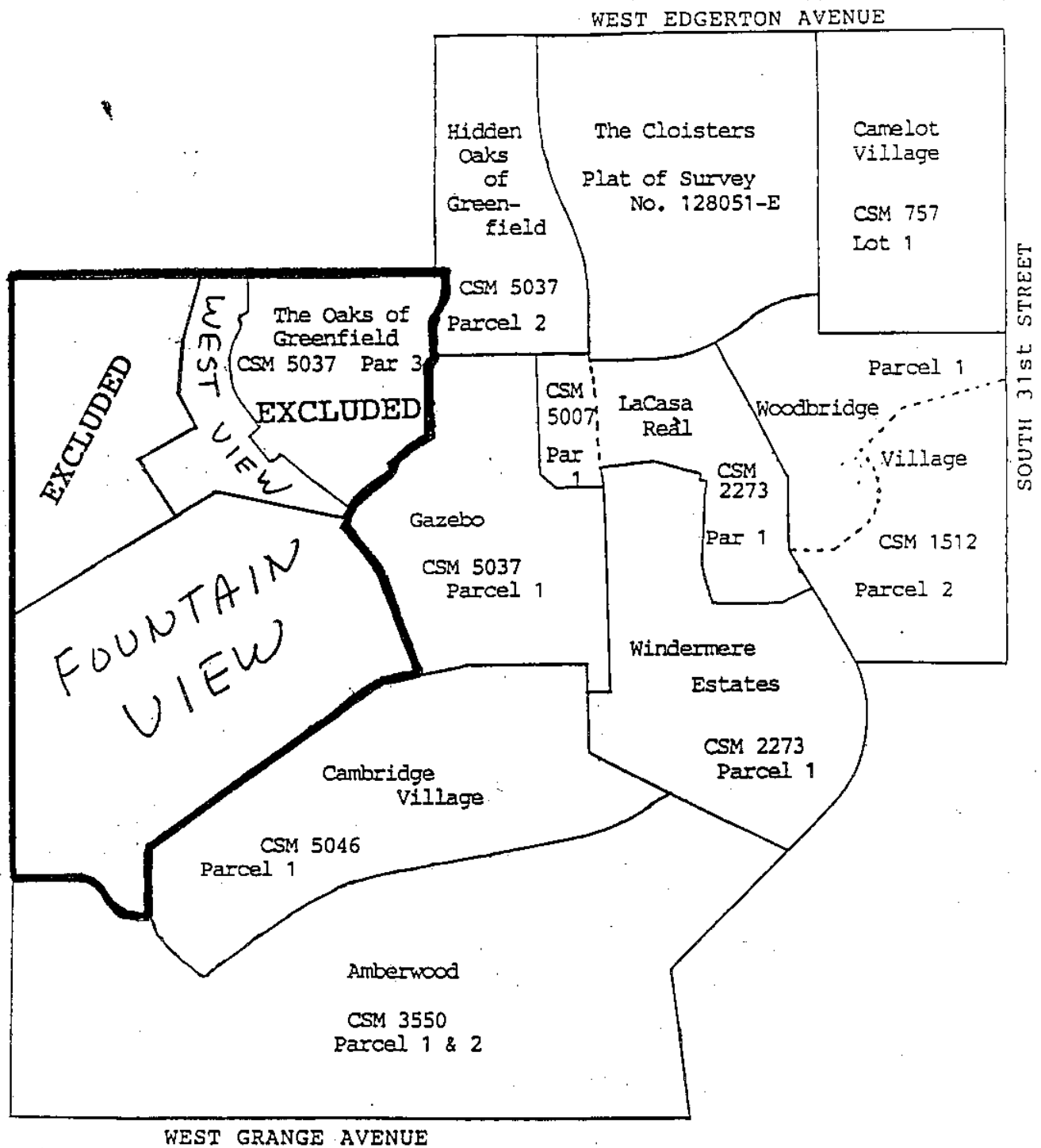


EXHIBIT "A"

THE REAL ESTATE

AND

EXCLUDED LANDS

Unit Owners Association of The Cloisters of Tuckaway Rules and Regulations

Approved 10/10/2020

The Rules and Regulations have been developed for the benefit of the owners/residents of the Cloisters of Tuckaway. The objective is to provide present and future owners with guidelines for safe and harmonious living conditions. Despite the diverse make-up of our community, we have common goals in that we all want:

- a safe and peaceful environment in our homes, our common areas and the neighborhood,
- to enjoy the facilities that we jointly own, and
- to protect and elevate the value of our property.

We live in a dynamic setting, one that changes with new ownership, the condition of our building and grounds, and the local, state and federal laws that govern us. Periodically new rules may be necessary and old rules may need to be updated, modified or eliminated.

Unit residents and owners are responsible for following the rules and ensuring that their guests abide by them as well. Complying with them will promote a pleasant atmosphere for all owners/residents.

***The Board of the Cloisters of Tuckaway
Rules and Regulations Committee***

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Overview

Scope: These ***Rules and Regulations*** shall govern the use of all Association property as defined in the Wisconsin Ownership Act and the Declaration of Condominiums, Cloisters of Tuckaway with the exception of privately owned Units as defined in section 3 of the Declaration. They shall apply to all owners, residents, guests, and any other persons or parties upon the property. Unit owners shall be responsible for the conduct of their guests. These Rules and Regulations are intended as a guideline and are not meant to be all inclusive. All applicable laws and statutes as well as reasonable behavior guidelines still apply.

Violations: Violations of the rules must be reported to the Board of Directors in writing and signed to be considered by the Board for the levy of fines. Person(s) accused of alleged rule violations shall always have the right to appear before the Board to help resolve the problem. The Board will take appropriate action, notifying the accused in writing of any punitive measures and will report the type of alleged infractions and disposition of the case to the unit owners.

Appeals: Person(s) accused of violating rules have the right to appear before a committee of their peers, referred to below as the "Grievance Committee." Upon written appeal, the Board will appoint a committee of five owners (one from each wing and one from the Rules Committee). The Grievance Committee will hear the case and make a determination as set forth in Section 27 below.

Amendments-New Rules: As allowed by the Declarations of the Unit Owners Association of the Cloisters of Tuckaway

Rules and Regulations concerning the use of the units and the common and limited common areas or facilities, including provisions limiting keeping of animals and other pets may be promulgated and amended by the Board of Directors of the Association of Unit Owners with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

1. General Standards of Conduct

- a) Unreasonably noisy behavior is prohibited and may result in the restriction of privileges and/or fines.
- b) Owners are liable and financially responsible for themselves and their guests including any behavior causing damage or loss to common property, or injury or illness to persons utilizing common property.
- c) All minors must be supervised by an adult owner at all times in any common area for health and safety purposes.
- d) A smoke-free policy also includes no vaping is in effect for all indoor common areas. This also applies to the parking garage and storage areas.

2. Atrium

- a) Persons using Atrium facilities must clean up the area, including removing trash to the dumpster, and return furniture to its original location which includes all the atrium areas.
- b) Chairs, table or other items are not to be removed from the Atrium.
- c) People must stay out of the planter beds. Walking on the bricks is prohibited. Any personal objects that stray into the planter beds need to be removed cautiously by an adult.
- d) Personal items should not be left in any common area. Personal items left in common areas may be disposed of if left overnight. The Board office can be used for lost and found for Items of value (eyeglasses, cell phones, jewelry etc.) Items in good condition can be placed on the aluminum can containers next to the dumpsters in the basement for repurposing by your neighbors.

3. Balconies and Patios

- a) Clotheslines, laundry, rugs or other items may not be draped or attached to the railing. No heavy objects (e.g. flower pots) may be hung from the railings. No new brackets/hangers may be attached to the exterior walls or railings. For any existing brackets/hangers attached to the exterior walls or railings, unit owners may no longer use them and any damage caused to the walls or railings will be at the owner's expense.
- b) Winter holiday lights may be displayed on balconies and patios from November 15th through January 15th. Bushes and other common area decorations will be handled by the decorating committee and/or the Board.
- c) No major alterations (e.g. installation of awnings, sunshades, canopies, fencing, etc.) are permitted without prior Board approval.
- d) Patio furniture may be kept on patios and balconies, along with a storage container for the furniture, plants and artificial flowers in moderation, and a grill as explained below. All other items should be kept inside the unit or other storage area. .

- e) Carpeting may not be glued down and may be used during the months of May to October. It must be removed from the area during the off season. Carpet must be outdoor type.
- f) Residents are required to clear all balconies and patios of snow within 36 hours after an accumulation of 2 inches of snow.
- g) Gas and charcoal grills and fire pits are prohibited on all balconies and patios (including the first floor). Only electric grills are allowed (see Fire Prevention).

4. Bicycles / off-road vehicles / drones / electric cars

- a) Off-road vehicles such as snowmobiles, go-carts and "sport vehicles" are not allowed to be used on the grounds.
- b) Skateboards, scooters, roller skates, roller blades, etc. should only be used on sidewalks and not in the parking lots or in the building.
- c) Bicycles are allowed on the grounds, but should not be ridden in the building including in the parking garage. Bicycles should be walked for entry and exit from the garage area.
- d) Drones are strictly prohibited in the Common Areas of the condominium property, unless prior approval has been sought and obtained by the Board of Directors.
- e) If an Owner/Occupant wishes to charge an electric vehicle on the condominium property, the Owner/Occupant may not charge the vehicle from common electric outlets. Before the vehicle may be charged on-premises, the Owner/Occupant must hire a licensed and insured electrician at the Owner/Occupant's expense to install an outlet and run a line to the meter associated with the Owner/Occupant's Unit, such that the Owner/Occupant will be fully responsible for the costs of charging the vehicle.

5. Disposal of Waste Materials

- a) Garbage is to be disposed of by placing in one of the dumpsters located in the garage. Garbage must be properly wrapped and sealed in a plastic bag. Double bagging is a good practice.
- b) Recycled materials should be placed in clearly marked recycle containers in each wing of the garage. Please note that aluminum cans are collected in the brown receptacles beside the recycling dumpster. No PLASTIC BAGS in recycling. Break down the Cardboard.
- c) Garbage should not be piled above the level of the top of the dumpster. If your wing's dumpster is full, please try another wing.
- d) Residents are responsible for the removal of large items such as furniture, old doors, mattresses and box-springs, appliances, carpeting, televisions, trash compactors, etc.
- e) Residents are responsible for removal of all tires, batteries, paint, and toxic and hazardous materials. (There is a D.P.W. drop-off behind Police Station on South 53rd Street and Layton Avenue which can be accessed for a fee.)

6. Elevators

- a) The east elevators (between C & D wings) must be used for moving in and out and for delivery of major items to the second and third floors (see Moving section).
- b) For the convenience of everyone, elevator doors must not be kept on "hold" or "stop" for more than 10 mins time.

7. Fire Prevention

- a) In accordance with the State Fire Code, all fire doors and unit owners' doors must be kept closed (this includes all doorways to and from common areas and in stairwells).
- b) All units must have a smoke detector in good working order.
- c) Grilling near multi-family structures is restricted by the NFPA Uniform Fire code adopted by the City of Greenfield. For other than one and two family dwellings, no hibachi, gas-fired grill, charcoal grill or similar devices used for cooking, heating or any other purpose shall be used or kindled on any balcony or under any overhanging portion of a building. Electrical ranges, grills, or similar electrical apparatus shall be permitted.

8. Grounds

- a) Residents may not plant trees, shrubs, flowers or place pots, etc. in any common area without approval and direction from the Board.
- b) Pitching tents, setting up game devices or structures must have the approval of the Board.

9. Guests and Reservations

- a) Residents may hold gatherings and social activities in the Atrium and Rec Room as long as such activity does not restrict access of the common areas to any other residents.
- b) In the event of an activity involving more than ten (10) guests, a "Resident's Reservation for Group Events" form must be submitted to the Board two (2) weeks before the activity. Forms will be available in the Mailroom. The bathroom and atrium must be returned to its original condition. If there are two or more events scheduled for the same day the length of time may be limited.

10. Hall Areas

- a) All hall areas, stairways and lobbies must be kept clear at all times. No items of any kind may be placed or stored in these areas.
- b) Settings on thermostats and other equipment must not be changed by residents.
- c) Shopping carts are provided for the convenience of all unit owners and may not be left in the hallways. Return carts to the storage space provided in the basement for use by others within 2 hrs..

11. Maintenance, Service and Utility Areas

- a) Access to these areas is restricted to the maintenance staff, authorized contractors, or Board members.
- b) The Board has adopted a policy that prohibits anyone from going onto the roof, for any reason without Board permission.

12. Moving

- a) All moving in or out of the Cloisters must be done between the hours of 8 a.m. and 10 p.m.
- b) Only the east elevator (between C and D wings) may be used for moving and delivery of major items. Protective padding must be used when moving major items. (It is stored under the D stairs across from the east elevator.) The padding must be removed and put away the same day it is used.
- c) Moving and delivery trucks are to stay on the paved areas only. The front circle drive is a fire lane and must be kept clear at all times (see Outdoor parking).

13. Vehicles / Parking

- a) The front circle drive is a fire lane and must be kept clear at ALL times. Violations of this rule will be strictly enforced. Vehicles in violation may be ticketed and/or towed at the owner's expense.
- b) Residents and guests must adhere to all handicap and "no parking" signs.
- c) Parking spaces are to be used for street ready, licensed passenger vehicle and motorcycle parking only.
- d) Mobile homes, trailers, boats, motorized equipment, oversized vehicles, and all inoperable vehicles are prohibited from storage anywhere on the property without prior Board approval.
- e) Storage of inoperable, inactive or damaged vehicles is not permitted in accordance with City of Greenfield ordinances.
- f) Major mechanical work (defined as any work which requires 2 or more tires to be raised off the floor or which requires the use of an engine lift) is prohibited on the property.
- g) There is a maximum of 3 motorized vehicles allowed per unit.
- h) Parking of vehicles must be between the lines in approved parking spaces.
- i) Indoor assigned parking spaces may additionally be used to store a cart and bicycles. Walkers, wheelchairs, or strollers may be left temporarily in parking space when car is in use.
- j) Headlights must be turned on when driving in the garage area.
- k) When driving in the garage area, maintain a safe and reasonable speed of no more than 5 miles per hour.
- l) Only vehicles owned or leased by residents are to be washed on the property.
- m) Traffic safety requires that vehicles which park in the A and B wings must use the A wing entrance. Those parked in the C and D wings must use the D wing entrance. All cars must exit from the B wing, unless otherwise instructed by the Board.
- n) Outdoor parking spaces must be vacated within 36 hours of the accumulation of 2 inches of snow and vehicles must be moved to a plowed area. Long term outdoor parking is permitted in designated spaces from November 1 to May 1 with permission from the Board.
- o) Parking spaces may only be rented to current residents in the building.
- p) Parking spaces at the front entrance shall be reserved for visitors only.

14. Peddling and Solicitations

- a) Any peddling or solicitation within the building is not permitted unless approved by the Board.

15. Pets and Animals

- a) Residents and guests are not permitted to bring pets or animals into the building or on the grounds.
- b) Feeding birds, squirrels, geese, or any other wild animals on balconies, patios or the grounds is not permitted for reasons of health and damage to building.
- c) The following rules apply to animals who have been approved as “service” or “emotional support” animals by the Board of Directors:
 - 1. All owners of allowed support animals must have on file with the Association, proof of compliance with licensing requirements and proof of certificate from a licensed veterinarian of distemper and rabies shots. All animals must be licensed.
 - 2. All animals must be either crated or restricted on a leash by a person capable of controlling the animal whenever the animal is within the association’s common area.
 - 3. The Unit Owner, as well as the animal owner, is responsible and liable for any damage to property or injury caused by the animal.
 - 4. Those responsible for the animal shall immediately cleanup any excrement and shall carry an implement for pickup at all times when walking their animal. Patios and balconies are not to be used as areas for animals to relieve themselves.

16. Pool

- a) The following are taken from Wisconsin Legislative Document 172.29:
 - 1. Do not enter the pool if you have a communicable disease or an open cut.
 - 2. Do not bring food, drink, gum or tobacco into the pool.
 - 3. Shower before entering the pool and after use of toilet facilities.
 - 4. Do not run or engage in rough play in the pool area.
 - 5. Do not bring animals into the pool area.
 - 6. Diaper changing on the pool deck is prohibited.
 - 7. Glass and shatterable items are prohibited in the pool area.
 - 8. If non-toilet trained children are permitted in the pool, the children will be required to wear swim diapers.
- b) The Cloisters of Tuckaway is not responsible for any loss of property or injury to persons using the pool.
- c) Use the pool at your own risk. Lifeguard is not on duty.
- d) An adult resident must accompany their guests and are responsible for their conduct.
- e) **Limit 15** people in pool at one time.
- f) Total guests are limited to 10 per unit.
- g) Running, diving, or jumping is not allowed.

- h) Appropriate bathing apparel must be worn. Footwear must be worn when traveling to and from the pool. Footwear must be worn at all times in all common areas.
- i) All minors must be supervised by a responsible adult within the gated pool area at all times while the children are in the pool area. Owners must be in the atrium area when they have guests in the pool area.
- j) Bathroom floor is slippery when wet, please use extreme caution.

17.Recreation / Exercise Room

- a) The Cloisters of Tuckaway is not responsible for loss of property or injury to persons using any common area or equipment.
- b) Adult residents must accompany guests and are responsible for their conduct. You must be 18 years old to use the facility.
- c) The number of guests per owner is limited to two (2) at a time in the fitness room.
- d) The Recreation Room will be open 24 hours per day. However, if a complaint is received regarding noise or behavior of guests, usage privileges may be restricted and a fine may be imposed.
- e) Door codes are meant for the use of owners only and should not be shared or handed out.
- f) Proper attire, including athletic foot ware is required while in the fitness room.
- g) Use of the safety devices on the equipment is mandatory. If you are unsure how to use the equipment, do not use it. The heat and air conditioning controls must not be adjusted except by a Board member.
- h) Persons using Rec room and fitness facilities must clean up the area, including removing trash to the dumpster, bathrooms and returning furniture to its original location.
- i) Use of these facilities is at one's own risk and owners are liable for their guests.
- j) Persons using fitness equipment MUST be wiped down after use ,

18.REGISTRATION FORM

- a) Every owner must fill out an Information Registration Form that will be kept securely by the Board to protect individual privacy.
- b) The form must include the names of all residents, adults and minors, a contact phone number for use in emergencies, and the license plate numbers of cars parked on the premises, indoors or on the outside lots. Your phone number will not appear on the resident roster if you do not wish to have it listed. This must also include owners name and address if they do not live in unit
- c) Guests who are living here on a long-term basis must be registered by the owner. Their cars must be registered if parked on the premises.

19. RUMMAGE AND ESTATE SALES

- a) Residents are allowed to have a rummage or estate sale in their unit, available to other residents and their guests only, but no signs or outside advertisement is permitted.

20. Safety and Security

- a) Only buzz people into the building after verifying the identity of the visitor.
- b) After using your intercom, be sure buttons are not stuck as one stuck button disrupts the entire wing.
- c) When entering and leaving the garage, pause until the door closes while keeping watch that unknown people do not enter our building.
- d) Patio doors , especially on the first floor, must be secured by the owner when the unit is unoccupied and overnight. This is for your safety and the safety of everyone in the building.

21. Smoking

- a) A smoke-free policy including vaping is in effect for all indoor common areas including the parking garage and storage areas.
- b) Cigarette butts must be disposed of properly and not left on the lawn or other areas.

22. Sprinkler System

- a) Do not tamper with, destroy or disable any portion of the sprinkler system.
- b) Fire laws require an 18 inch clearance below the sprinkler heads.
- c) Do not hang anything on the sprinkler head or block sprinkler control valves.
- d) Do not obstruct the sprinkler connections outside the building.

23. Storage Areas

- a) No flammable or combustible materials are to be stored in the storage lockers.
- b) Freezers, refrigerators, electric vehicles or any on-going electrical devices cannot be connected in the storage area without prior approval of the Board and may be subject to a fee.
- c) Electric cords (there is One outlet in each wing) may be used when homeowners are present and they must be vigilant that it does not impede people walking or cars in the driveway.

24. Television/Satellite / Dish Services

- a) Per FCC rules, Satellite (dish) TV can be installed by the owner, provided that a signal can be obtained from the individual owner's property. The owner must obtain approval from the Board of Directors for dish placement prior to installation. Satellite dishes cannot be attached to any common area, including the roof, exterior walls or neighboring patios/balconies.

25. Unit Maintenance

- a) A unit owner may make any improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium and that do not create a nuisance substantially affecting the use and enjoyment of other units or the common elements. Any structural alterations may not be made without permission of the Board of Directors of the Association. If such a request is made, the unit owner shall be required to pay all reasonable costs in connection with the Board's review of any plans, including, but not limited to, engineering, architectural and / or attorney fees.
- b) Installation of flooring including carpeting in the second and third floor units can damage the heating system. Unit owners wishing to install flooring must sign the Association's Flooring Installation Agreement (copy to be obtained from the Board or property manager) and return the signed Agreement to the Board of Directors prior to commencement of any work related to tear out and replacement of flooring. Unit Owners must contact the Board before installing flooring. All construction / remodeling materials must be disposed of off-site, not in the dumpsters in the basement, including but not limited to carpeting, cabinets, appliances, etc.

c)

The Unit Owner represent and warrant that they have adequate insurance coverage.

26. Violations/ Fines

- a) To be considered by the Board of Directors for assessment of fines, violations of Rules must be reported to the Board of Directors in writing and signed. The Association will have a Rules Committee who will tour the property on a quarterly basis (after being announced to the owners in advance of the tour), and who will report observed violations to the Board of Directors.
- b) The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

A WRITTEN WARNING for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board or the Property Manager may attempt to contact the offending party to explain

the violation and the need that all residents and Unit owners comply with the Condominium Documents.

FIFTY DOLLARS (\$50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.

ONE HUNDRED DOLLARS (\$100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

1. The violation is in direct defiance of a previous mandate from the Board of Directors.
2. The violation was malicious in its intent.
3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*

c) Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

d) Attorney Fees

- i) The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
- ii) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

e) Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the

notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

f) GRIEVANCE COMMITTEE RULES AND PROCEDURES:

- i) The Grievance Committee shall consist of five (5) members at large of the Association (one from each wing and one from the Rules Committee) who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
- ii) The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
- iii) For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- iv) Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
- v) Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
 - 1. A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - a. Of the time, place and date of a hearing before the Grievance Committee.
 - b. Of the right to counsel.
 - c. That evidence shall be received and a record made whether or not the party complained against attends.
 - 2. The hearing shall be divided into two (2) sections:
 - a. The hearing.
 - b. The determination and decision.
 - 3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
 - 4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
 6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
 7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- iv) The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:
1. The award was procured by corruption, fraud or undue means;
 2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;
 3. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;
 4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.
- c) The fines and fining process described above is not a waiver of other remedies, including actual damages. Fines are due no later than thirty (30) days after fine is levied, and unpaid fines shall be a lien against the unit ownership and may be foreclosed upon as provided by law.

The Association may apply to a court of competent jurisdiction to obtain injunctive relief to enforce this section, and the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

BY-LAWS
ASSOCIATIONS OF UNIT OWNERS
CLOISTERS OF TUCKAWAY

1. GENERAL

These By-Laws shall be known as the “By-Laws for Associations of Unit Owners”, and shall be for the Associations of Unit Owners for each declared condominium project in Tuckaway of Greenfield. These By-Laws shall be binding upon each Association of Unit Owners and all condominium unit owners in each declared condominium project, as well as the personal representatives, heirs, tenants, employees and agents of such condominium unit owners. Acquisition, occupancy, rental or any type of assertion of dominion of any unit in any declared condominium project in Tuckaway of Greenfield shall signify and constitute acceptance, ratification and compliance with these By-Laws and the aforesaid Plan of Development and its By-laws.

2. PLAN OF DEVELOPMENT

These By-Laws are subject to the terms and conditions of a certain document entitled “Plan of Development for Tuckaway of Greenfield” and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on the 12th day of April, 1968, as Document Number 4384860, as restated or amended. The terms and conditions of the Plan of Development, for Tuckaway of Greenfield, hereinafter referred to as Plan, are incorporated herein, by this reference thereto.

3. MEMBERS, VOTING, PROXIES, QUORUM

Each condominium unit owner shall, upon acquisition of such ownership interest, become a member of the Association of Unit Owners established for the condominium project in which he resides. A land contract vendee shall not be deemed an owner for membership purposes unless the owner of the fee relinquishes his membership. Each condominium unit owner shall be entitled to one vote upon each matter submitted to a vote within the Association of Unit Owners of which he is a member. Only one owner shall be entitled to vote regardless of the number of owners of an individual unit. The owner entitled to vote shall be registered as provided in Paragraph 36 of the Plan. A majority of the unit owners within a condominium project shall constitute a quorum for its association of Unit Owners. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of such Association before the appointed time of each meeting. (Amended 10-13-01)

[10-08-22]

4. MAJORITY ACTION

Except as may be otherwise provided, decisions and resolutions of an Association shall require approval of a majority of the unit owners within said Association

5. MEETINGS – PLACE

Meetings of an Association of Unit Owners shall be held at a convenient place such as may be designated by its Board of Directors.

6. COMMENCEMENT OF ASSOCIATION, ANNUAL MEETINGS. DIRECTORS ELECTED

An Association of Unit Owners and any non-profit corporation organized to carry out its functions shall become operative at the time provided in Paragraph 22 of the Plan, and the annual meeting of the Association shall be held each year thereafter on the second Saturday of October and the Association's fiscal year shall be changed to the calendar year, January 1 to December 31. At such annual meetings, there shall be elected, by a majority vote of the owners within said Association, a Board of Directors. Directors elected at the October Annual Meeting shall assume office the following January 1. Terms of all directors will be adjusted to run from January 1 to December 31.

A proposed budget for the January 1 – December 31 fiscal year shall be presented to the Unit Owners 10 days prior to the October annual meeting for review and approval at the Annual Meeting (Adopted 3/10/79)

7. SPECIAL MEETINGS

The President of an Association may call special meetings of the owners within said Association upon direction by resolution of its Board of Directors or upon a petition which has been presented to the Secretary of the Association and which has been signed by 30% of its voting unit owners. Notice of any special meeting shall be given by personal service or by first class mail and such notice shall state the time and place of such meeting and the purpose thereof. No other business shall be transacted at a special meeting except as stated in the notice unless by consent of a majority of all the owners in the condominium project.

8. NOTICE OF MEETINGS

It shall be the duty of the Secretary of an Association to mail or serve personally 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 owner of record within said Association at least five, but not more than 10 days prior to said meeting. The notice of the meeting in the manner provided herein shall be considered sufficient compliance with this notice requirement.

[10-08-22]

However, it shall be the duty of all unit owners to keep the Secretary advised of their current mailing addresses, and the Secretary shall not be responsible for failure of the unit owner to keep him so advised. If there is more than one record owner of a unit, the Secretary shall be obligated to notify only one voting owner of each unit as such voting member or owner is defined in Paragraph 23 of the Plan.

9. LACK OF QUORUM, ADJOURNMENT, ORDER OF BUSINESS

If any meeting of owners of an Association of Unit Owners cannot be organized because of a lack of a quorum, the unit owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

The order of business at all meetings shall be set and determined by the President or other presiding officer.

BOARD OF DIRECTORS

10. NUMBER AND QUALIFICATIONS OF DIRECTORS

The affairs of an Association of Unit Owners shall be governed by a Board of Directors consisting of five persons, all of whom must be members of said Association or the nominee of a corporate member of the Association. However, not more than one member of the Association from any one condominium unit may serve on the Board of Directors regardless of the number of members from any single condominium unit.

11. POWERS OF BOARD OF DIRECTORS

The Board of Directors of an Association of Unit Owners shall have the right to exercise all powers granted to an Association of Unit Owners in the Wisconsin Unit Ownership Act, the Plan of Development for Tuckaway of Greenfield, as restated or amended, the Declaration of Condominium applicable to said Association or these By-laws. The Association and its Board of Directors shall not, however, veto or rescind any actions of the Board of Governors for Tuckaway of Greenfield, nor shall the Association or its Board of Directors take any action which is inconsistent with the provisions and intent of the Plan of Development, as restated or amended, the By-laws of Tuckaway of Greenfield, Inc., or any rules and regulations promulgated thereunder.

12. DELEGATION OF RESPONSIBILITIES

[Deleted 2/79.]

[10-08-22]

13. TERMS OF DIRECTORS

At the first meeting of an Association, the term of office of one of the Directors shall be fixed for three years. The term of office of two of the Directors shall be fixed at two years and the term of office for the remaining Directors shall be fixed at one year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three years. The Directors shall hold office until their successors have been elected and hold their first meeting.

14. VACANCIES ON BOARD

Vacancies of a Board of Directors caused by any reason other than the removal of a Director by a vote of its Association of Unit Owners shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of said Association. Any Director who ceases to be a member of the Association for which he serves as Director shall forthwith cease to be a Director.

15. REMOVAL OF DIRECTORS

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

16. FIRST MEETING OF DIRECTORS

The first meeting of the newly elected Board of Directors for an Association of Unit Owners shall be held within ten days of their election at such place as shall be fixed by the Directors at the time of their election, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

17. REGULAR MEETINGS AND NOTICE

Regular meetings of a Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally or by mail, telephone or email, at least three days prior to the day named for such meeting. However, it shall be sufficient notice to each Director if he shall have been notified at the last previous meeting of the next ensuing meeting.

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18. SPECIAL MEETINGS AND NOTICE

Special meetings of a Board of Directors may be called by the President on three days' notice to each Director, given personally or by mail, telephone or email, 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 Directors.

19. WAIVER OF NOTICE

Before or at any meeting of a 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 of the time and place thereof, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

20. QUORUM OF DIRECTORS – ADJOURNMENTS

At all meetings of a 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 or Directors. If, at any meeting of a Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called for may be transacted without further notice, provided, however, that a quorum is present at such an adjourned meeting.

21. FIDELITY BONDS

The Board of Directors for an Association of Unit Owners shall require that all officers and employees handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid for by the Association of Unit Owners protected by such bonds and charged to the unit owners in said condominium project.

GOVERNOR

22. ELECTION OF GOVERNOR

At the annual meeting of an Association, one Governor shall be elected by ballots of the owners within said Association and the Governor who is so elected shall represent such Association on the Board of Governors for Tuckaway of Greenfield. Such Governor need not be a member of the Association.

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23. POWERS OF GOVERNOR

A Governor for an Association of Unit Owners shall have full authority to act on behalf of such Association and to perform all the duties and obligations of a Governor as recited in the Plan of Development for Tuckaway of Greenfield, Inc. and the By-laws for Tuckaway of Greenfield, Inc., as restated or amended. The Governor shall submit a written report of all business transacted by the Board of Governors to regular meetings of the Board of Directors for such Association.

24. TERM OF GOVERNOR

The term of office for the Governor of an Association of Unit Owners shall be three years, except as hereinafter provided, and the Governor shall serve until a successor is elected or until his resignation or death or removal, whichever is first to occur.

25. REMOVAL OF GOVERNOR

At any special meeting of an Association duly called, a Governor for the Association may be removed with or without cause by a majority of the unit owners in said Association of Unit Owners and a successor may forthwith be elected to fill the vacancy thus created, and such successor shall be Governor until a successor is elected. A Governor whose removal has been proposed by the owners shall be given the opportunity to be heard at the meeting.

26. RESIGNATION OR DEATH OF A GOVERNOR

In the event of the resignation or death of a Governor for an Association, the Board of Directors for such Association shall elect a Governor to represent such Association until a successor is elected by the unit owners at a special meeting of the Association or the next annual meeting of the Association, whichever shall first occur.

OFFICERS

27. PRINCIPAL OFFICERS

The principal officers of an Association of Unit Owners shall be President, Vice-President, a Secretary and a Treasurer, all of whom shall be elected by and from the Board of Directors for that Association. The offices of Secretary and Treasurer may, at the option of the Board of Directors, be combined as one office. The Directors may appoint such assistants and such other officers as, in their judgment, may be necessary.

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28. ELECTION AND REMOVAL

The officers of an Association of Unit Owners shall be elected annually by the Board of Directors of said Association at the organization meeting of each new Board and shall hold office at the pleasure of the Board of Directors.

29. PRESIDENT

The President shall be the chief executive officer of an Association, and he shall, when present, preside at all meetings of an Association and of the Board of Directors. The President may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Governors, any deeds, mortgages, bonds, contracts, or any other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by statute to some other officer or agent of the corporation. The President shall have all the general powers and duties which are usually vested in the office of the President of a corporation.

30. VICE-PRESIDENT

The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board 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 upon him by the President of the Board of Directors.

31. SECRETARY

The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meeting of the Association and shall give or cause to be given all notices of the Association and the Board of Directors. The Secretary shall have charge of such books and papers as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of Secretary of a corporation.

The Secretary shall post the minutes of all regular and special meetings of the Board of Directors no later than seven days after such meetings; the minutes of the annual meeting or any special meetings of the Unit Owners shall be posted no later than seven days after such meetings.

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32. TREASURER

The Treasurer shall have responsibility for the funds and securities of his Association of Unit Owners and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and books belonging to the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors of such Association. The Treasurer shall also be responsible for the billing and collection of all assessments made by the Association, and shall perform such other duties as may be assigned to the Treasurer by the President or the Board of Directors.

33. PENALTIES FOR VIOLATION

The Board of Directors for an Association of Unit Owners may prescribe fines and penalties for failure of the condominium residents or unit owners in such condominium project to comply with the duties, obligations, rules and regulations which may be promulgated by the Board of Directors. Such fines or penalties, if unpaid, shall become a lien upon the condominium unit against which they have been levied, and shall remain a lien upon said unit until paid full. Such fines and penalties shall also become a personal obligation of the unit owner. Enforcement may be by an action at law or by an action to foreclose the lien, and violations may be enjoined.

34. MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON AREAS AND FACILITIES

The necessary work of maintenance, repair and replacement of the common areas and facilities within a declared condominium project shall be carried out by the Board of Directors and paid for by assessments charged by the Board of Directors to the condominium Unit Owners. The Board of Governors under the provisions as set forth in article of the Plan of Development, and provisions as may be contained in the By-laws of Tuckaway of Greenfield, as restated or amended, may exercise control of the common property of a declared condominium project in order to comply with the provisions of said Plan and By-laws.

35. OPERATING AND RESERVE FUND

- (a) The Board of Directors for an Association of Unit Owners, in their discretion, may establish two funds, one of which shall be designated the "Association operating fund" and the other, the "Association reserve fund". Both funds shall be deposited in bank checking accounts and excess funds may be transferred therefrom to a bank or savings and loan savings account as a Board of Directors in their discretion may determine. The Association operating fund shall be used for expenses which occur with greater than annual frequency, and the Association reserve fund shall be used for expenses which occur with annual or less than annual frequency. The assessments made by a Board of Directors shall be designated as assessments for Association operating fund and assessments for Association reserve fund.

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A Board of Directors shall have the full discretion to determine the amount of assessments to be charged to the unit owners in their condominium and the portion thereof to be allocated to each respective fund. In the event that there is dissatisfaction with the assessments made by a Board of Directors, the unit owners within said condominium, by a majority of at least 75% in a vote taken at a special meeting of said Association of Unit Owners called for that purpose, may override the assessments determined by the said Board of Directors and may at such special meeting set the assessment for the balance of the fiscal year of that Association of Unit Owners.

- (b) In addition to any other uses for these funds, the Board of Directors for an Association of Unit Owners of a condominium may use from such Association reserve funds any amount necessary to discharge any mechanics' liens or other encumbrances levied against the entire property of the condominium or any part thereof which may, in the opinion of the Board of Directors, constitute a lien against the condominium property or against the common elements in the condominium project, rather than merely against the interest therein of particular owners in said condominium project. Where one or more unit owners in said condominium are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any costs incurred by the Association of Unit Owners by reason of said lien or liens shall be specially assessed to said owners.

36. ASSESSMENTS

If the funds described in paragraph 35 are established, then within thirty days on or before the beginning of each fiscal year of an Association of Unit Owners, the Board of Directors for said Association shall estimate the total amount necessary for both the Association operating and Association reserve funds for the ensuing year. On or before fifteen days of the beginning of the ensuing fiscal year, the Board of Directors shall notify each unit owner in said condominium in writing as to the estimated assessment for the coming year. Such estimated cash requirements shall be assessed to the owners in proportion to each owner's respective interest. On or before the first day of the fiscal year and on the first day of each third month of said year, each unit owner shall be obligated to pay to the Association or as it may direct, one-fourth of the assessment made pursuant thereto. If such payments are not made prior to the tenth day of the month designated for payment, the Board of Directors may prescribe a penalty for each day in which such assessment is not paid subsequent to the tenth day of the month designated for payment. At each annual meeting of an Association of Unit Owners, the Board of Directors for said Association shall supply to all owners an accounting of the expenses paid during the preceding fiscal year along with a tabulation of amounts collected pursuant to the estimates provided and showing any shortage or overage of actual expenditures plus reserves.

Any amount accumulated in the association operating fund in excess of the amount required for actual expenses shall be applied to a planned capital project or may be deposited into the reserve fund for future capital projects, and any net shortage shall be paid from the reserve fund unless there are not sufficient funds. In that instance, the shortage shall be added to each owner's assessment installments due in the succeeding six months after rendering of the accounting.

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- (a) The Association reserve fund shall be used for contingent and unforeseen expenses. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year and which shall have depleted the Association operating fund shall be first charged against such Association reserve fund. If the Association operating fund proves inadequate for any reason, including non-payment of any owner's assessment, an Association of Unit Owners by its Board of Directors may at any time levy a further assessment which shall be assessed to each owner in said condominium in proportion to his interest. The Board of Directors shall serve notice of such further assessment on all of the unit owners in said condominium by a statement in writing giving the amount and the reason thereof, and such further assessment shall become effective with the quarterly payment next ensuing. All owners shall be obligated to pay the adjusted quarterly amount.
- (b) Failure or delay on the part of the Board of Directors to prepare or serve the annual or adjusted estimate on a unit owner shall not constitute a waiver or release of such owner's obligation to pay the assessment as herein provided whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, unit owner shall continue to pay the quarterly assessment at the then existing quarterly rate established for the previous period until notice has been given as herein provided.
- (c) An Association of Unit Owners and its Directors hereof shall keep full and correct books of account and the same shall be open for inspection by any owner within said condominium project or representatives of any such owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by a unit owner.
- (d) If a unit owner in any condominium is in default in the quarterly payment of the charges or assessments for a period of more than thirty days, the Board of Directors, in the name of the Association for such condominium project, may bring suit for and on behalf of that Association and as representative of all owners within such condominium to enforce collection of such delinquencies or to foreclose the lien therefor as provided by law; and there shall be added to the amount due the costs of said suit, the legal interest, reasonable attorneys' fees and such penalties as may have been prescribed by said Board of Directors.
- (e) The amount of any delinquent and unpaid charges, assessments, penalties, interest, costs and fees as herein provided shall be a lien or charge against the unit ownership of the unit owner involved when payable and may be foreclosed as a lien as provided by law. In addition to the lien provided for herein, all of the unit owners shall also be personally liable for any charges or assessments made against the unit or units owned by them.
- (f) In the event that any personal action or action of foreclosure of a lien for assessments is commenced against an owner or his unit, the owner shall be required to pay a reasonable rental for such unit, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rents.
- (g) No unit owner may waive or otherwise escape liability for the assessments provided herein by non-user of the common or limited common areas or abandonment of his or her unit.

[10-08-22]

37. OCCUPANCY RESTRICTIONS (Adopted 10-16-04; Amended 10-8-05)

Occupancy of a unit shall only be by the owner thereof or his or her immediate family (children, stepchildren, grandchildren, parents, brothers, sisters, nephews, or nieces). Additionally, one adult invitee of the owner may reside in the unit provided that the owner resides in the unit simultaneously with the invitee. No rental, lease or other occupancy of the unit shall be allowed, subject only to the following exceptions:

- a. Unit owners who have existing tenants as of the date of enactment of this amendment. This exception shall expire upon termination of existing lease or upon transfer of ownership of the unit, whichever shall first occur.
- b. A fiduciary, such as a trustee, if the occupant of the unit is beneficiary of the fiduciary entity.
- c. Purchase money mortgagees of the unit or the Association, where the unit is acquired by foreclosure of the mortgagee's interest, either judicially or by accepting a deed in lieu of foreclosure, provided, however, that said lease shall not be for a term of more than one year.
- d. Special hardship exception. The Board of Directors shall have the authority to waive the requirement of this section upon request of a unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. Request for a waiver shall be made to the Association in writing, and considered by the Board at a meeting for that purpose. Any exception granted by the Board must be by a writing signed by at least two members of the Board, provided, however, that any exception shall not be for a period of more than one year and, if the Board so approves in writing, for an additional one year renewal.

No unit owner shall be permitted to lease a unit pursuant to these rules unless and until the unit owner shall have paid to the Board of Directors on behalf of the Association all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against such unit, except permitted mortgages. Every unit owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary, levied by the Association against the unit or the unit owner. Any unit owner who rents a unit shall be responsible to the Association and its members for any damages suffered by the Association or its members arising from acts or omissions of a tenant, and for the actual and reasonable attorney fees expended by the Association in connection with enforcing this Article.

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38. VOTING POWERS

Wherever a majority or a percentage of votes or of unit owners is referred to called for herein, such language shall be taken to mean a majority or percentage of voting power in an Association of Unit Owners as set forth in Paragraph 23 of the Plan and set forth in the Declaration of Condominium applicable to such Association.

39. ADDITIONAL POWERS

In addition to the powers and duties enumerated herein, an Association of Unit Owners and Board of Directors for such Association shall have such other powers and duties as may be conferred and required by the Plan of Development for Tuckaway of Greenfield, its accompanying By-Laws and the Declaration of Condominium applicable to such condominium.

40. AMENDMENTS

These By-Laws may be changed by a 67% vote of the Unit Owner at a meeting called especially for that purpose. No changes to these By-Laws can be made that will be in conflict with the Plan of Development, Tuckaway of Greenfield, as restated or amended, its accompanying By-Laws and the Declarant of Condominium, Cloisters of Greenfield, [Ratified 10-13-01]

[10-08-22]