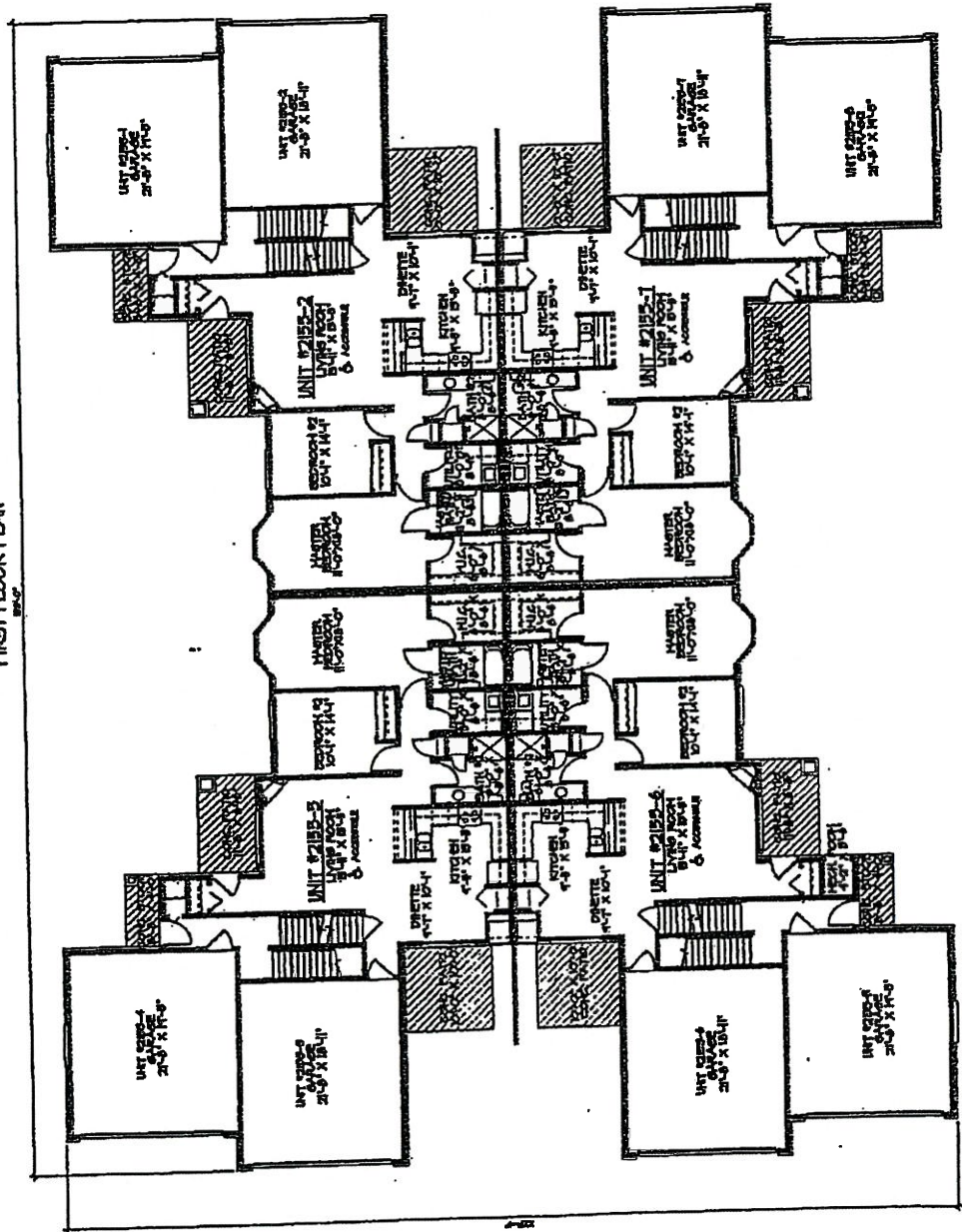


NORTHVIEW BEND CONDOMINIUM

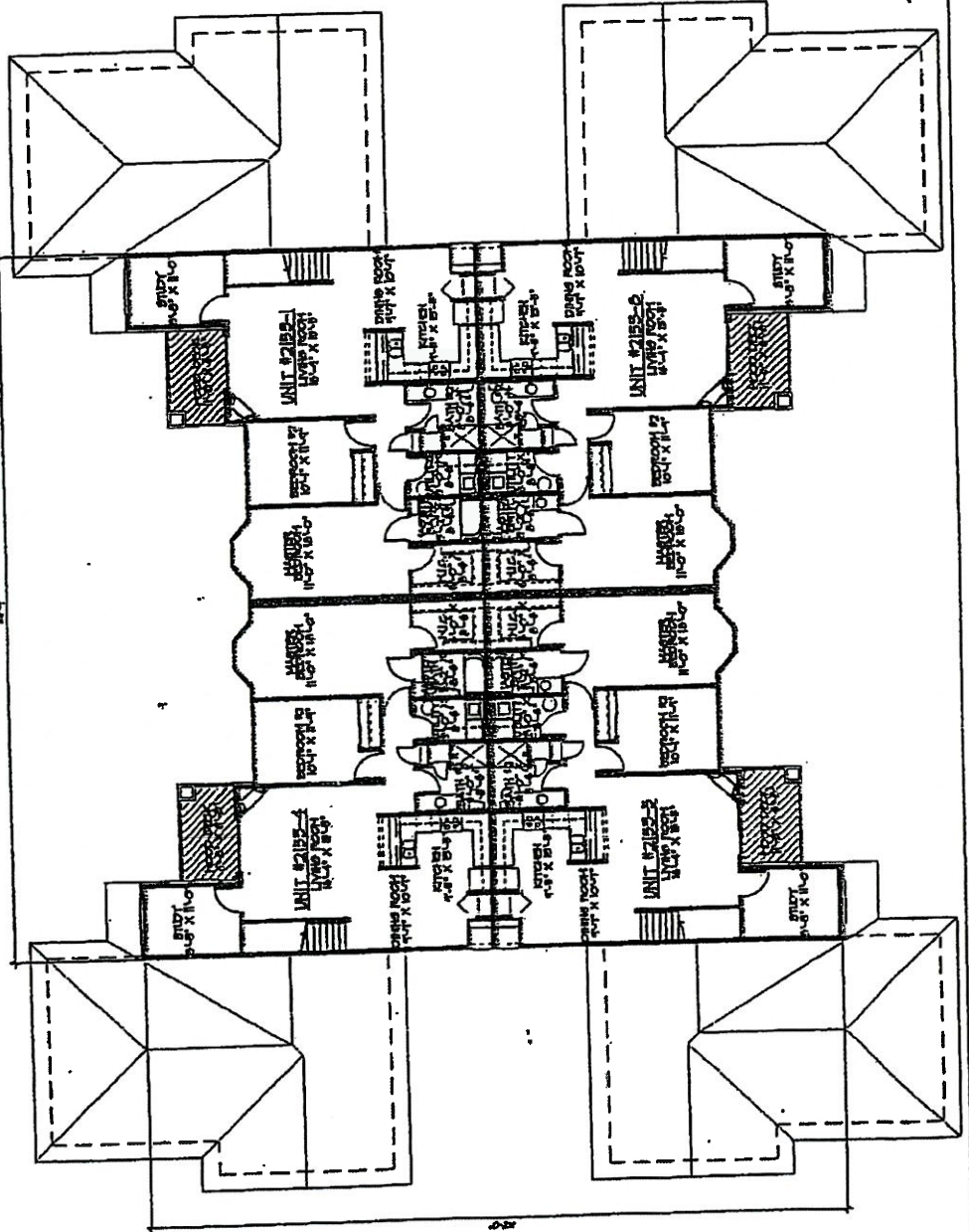
BUILDING #5
CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN
FIRST FLOOR PLAN



4 7
SHEET 8 OF 15 SHEETS

NORTHVIEW BEND CONDOMINIUM

BUILDING #5
CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN
SECOND FLOOR PLAN



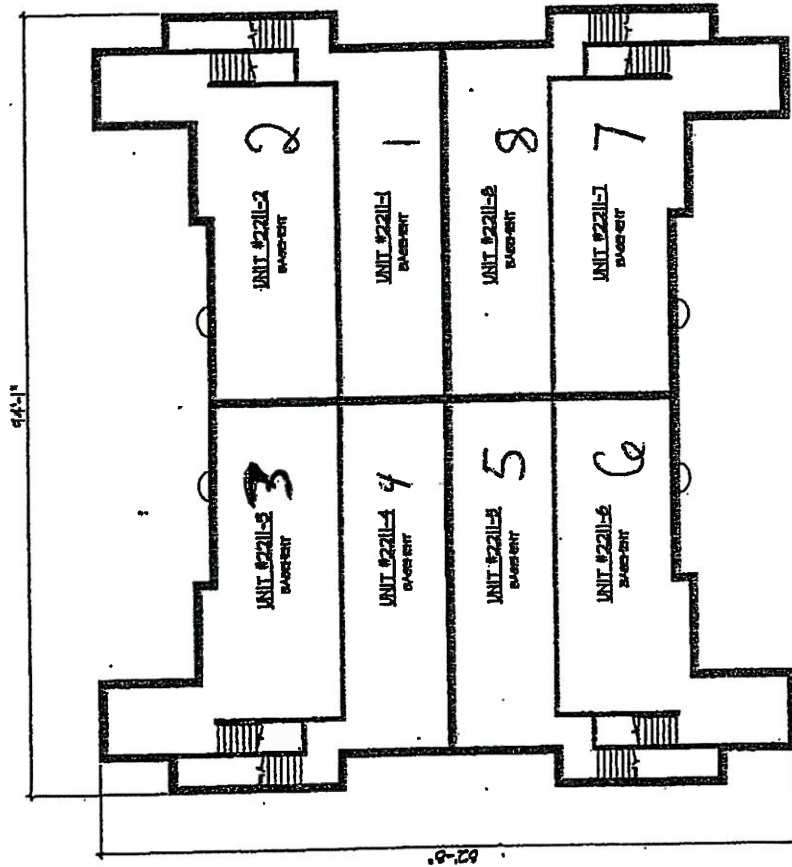
UNITED COMMON AREA
NORTH
0' 4' 8' 12'
SCALE - 1/8" = 1'-0"

8
5
SHEET 2 OF 10 SHEETS

NORTHVIEW BEND CONDOMINIUM

CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN

BASEMENT PLAN

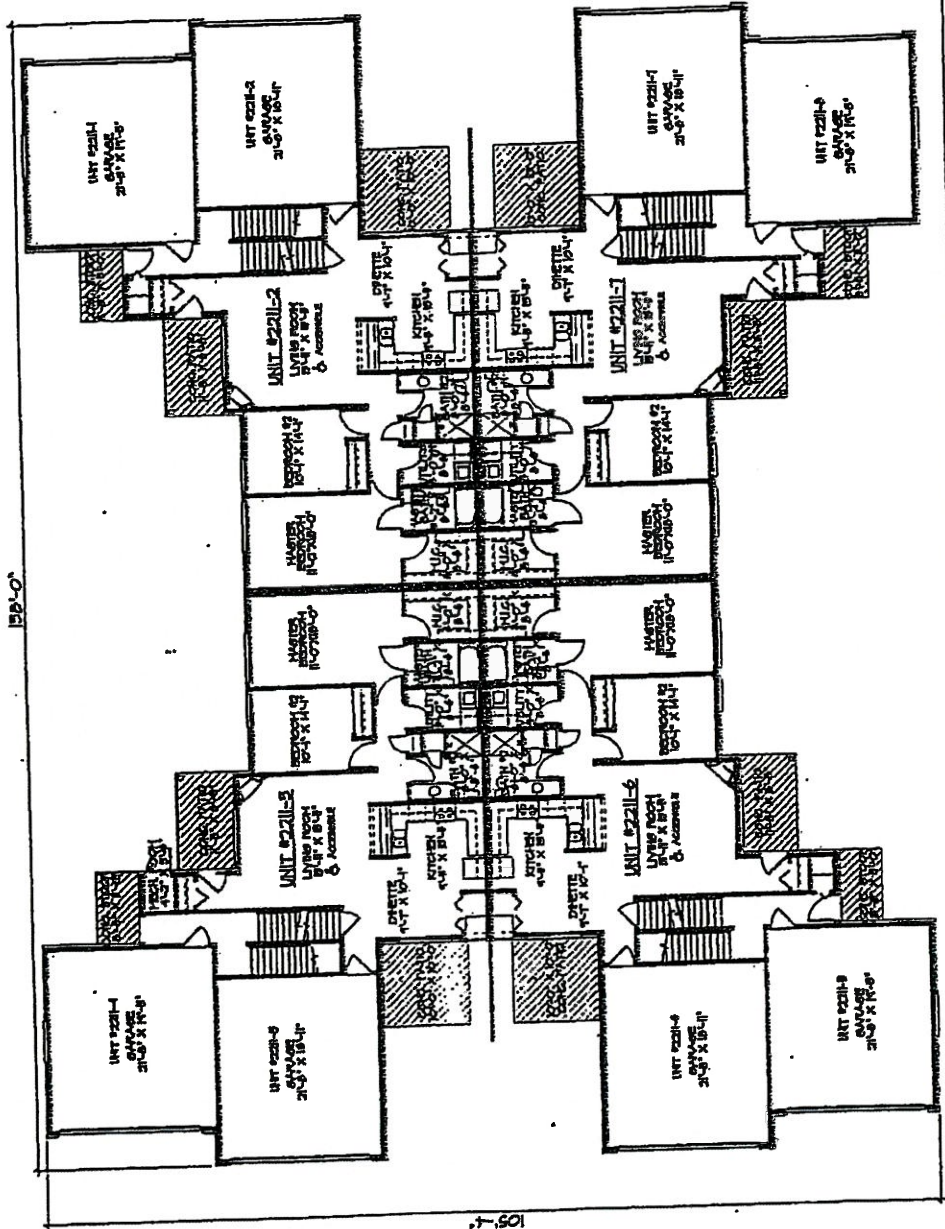


LIFTED COMMON AREA

SCALE = 1" = 10'

68
SHEET 3 OF 4 SHEETS

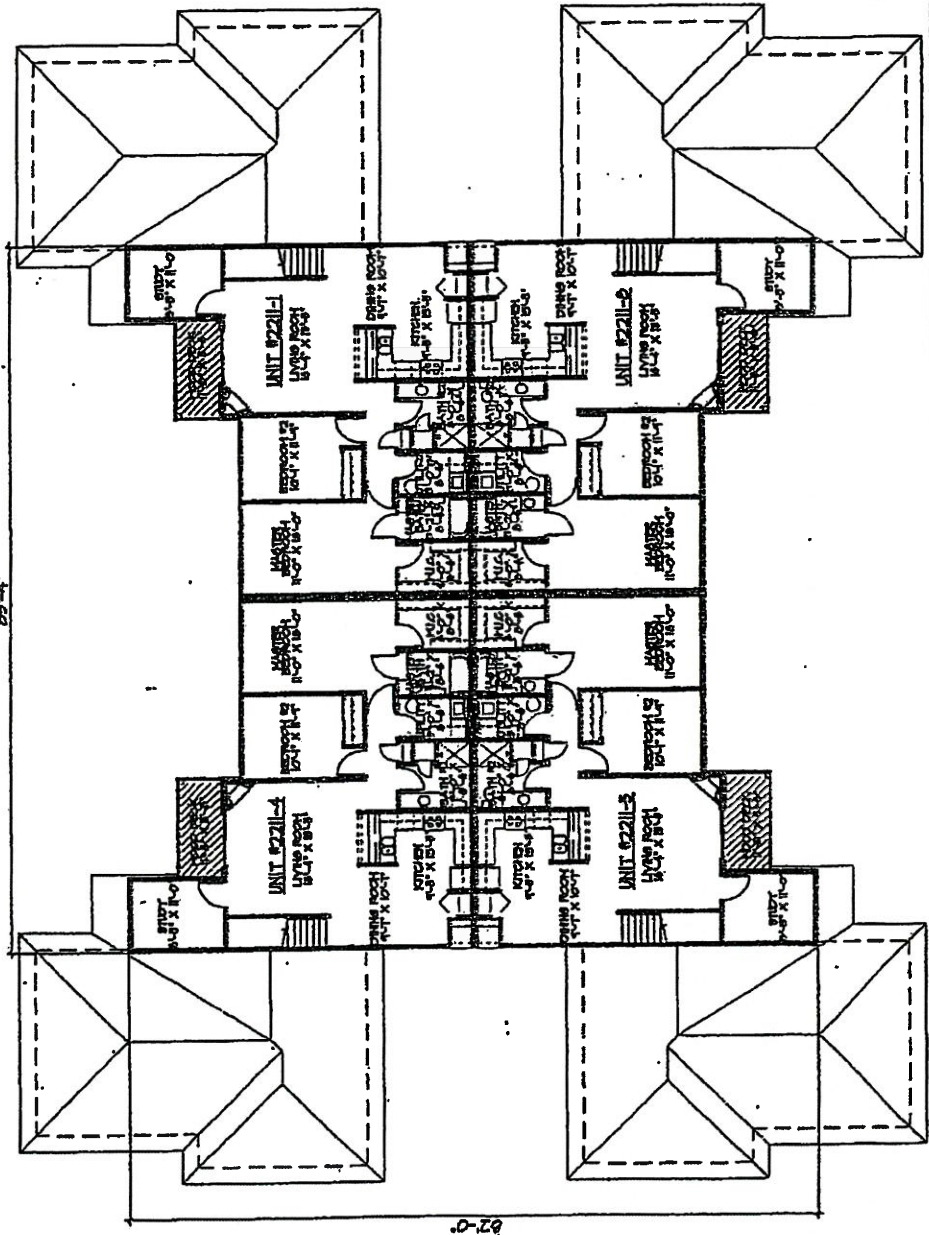
NORTHVIEW BEND CONDOMINIUM
 BUILDING #10
 CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN
 FIRST FLOOR PLAN



LEGEND
 SHADING INDICATES COMMON AREA
 SCALE = 1/8" = 1'-0"

NORTHVIEW BEND CONDOMINIUM
 BUILDING #10
 CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN
 SECOND FLOOR PLAN

85'-4"



UNITED COMMON AREA
 SCALE = 1/8\"/>

8 8
 SHEET 4 OF 4 SHEETS

**DECLARATION OF CONDOMINIUM OWNERSHIP OF
NORTHVIEW BEND CONDOMINIUM**

Waukesha, Wisconsin

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DECLARATION OF CONDOMINIUM OWNERSHIP OF
NORTHVIEW BEND CONDOMINIUM

Waukesha, Wisconsin

THIS DECLARATION, made this 16th day of August, 2001, by Northview, LLC, a Wisconsin limited liability company ("Declarant"), pursuant to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes ("Act").

I. STATEMENT OF DECLARATION.

The Declarant is the owner of certain real estate located in the City of Waukesha, Waukesha County, Wisconsin, as legally described on the attached Exhibit A ("Land"). The Declarant hereby submits and subjects the Land, together with all buildings, structures, improvements and other permanent fixtures to be constructed thereon ("Property"), to the provisions of the Act.

II. NAME AND DESCRIPTION OF THE CONDOMINIUM AND UNITS

The Property and the two (2) proposed eight (8) unit residential buildings with attached garages ("Building"), shall be known as NORTHVIEW BEND CONDOMINIUM ("Condominium"). A "Unit" is that part of the Building that is not a Common Element and is intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, unfinished floors, ceilings, windows, window frames, doors and door frames of the Unit, as shown on the Building and floor plans attached hereto as Exhibit B, together with all fixtures and improvements therein contained. All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit. The various types of Units, their respective designations and locations, the approximate area of the Units, number of rooms, Common Elements to which the Units have access and further details identifying and describing the Units are all as set forth on Exhibit B attached hereto.

The Declarant reserves the right to change the style, model, size or location of the Building or any Unit, or any building or unit constructed on the Expansion Real Estate (as defined below) which is included in this Condominium, prior to completion of construction, regardless of the initial designation of such style, model, size or location on Exhibits or elsewhere in this Declaration. In interpreting the survey or floor plans or any deed or any other instrument affecting a Building or Unit, the boundaries of the Building or Unit constructed or reconstructed in substantial accordance with the survey and floor plans shall be conclusively presumed to be the actual boundaries rather than the description expressed in the survey or floor plans, regardless of minor variations between boundaries shown on the survey and floor plans and the actual boundaries or the Building or Unit as located and erected.

III. COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Each owner of a Unit ("Unit Owner" or "Owner") shall own an undivided interest in the Common Elements with all other Unit Owners. The "Common Elements" shall consist of all of the Condominium, except the individual Units, including without limitation, the Land, foundations, structural walls and columns located within the boundaries of a Unit, hallways, stairways, entrances and exits, lobby, garage, elevators, basements, boilers, roof, incinerator, pipes, ducts, electrical wiring and conduits, central heating

and air conditioning systems, public utility lines, structural parts of the Building, outside walks, and driveways, landscaping and recreational areas. Each Unit's percentage of ownership in the Common Elements shall be calculated by dividing the number one hundred (100) by the number of Units then included in the Condominium. Until the Condominium is expanded (as provided in this Declaration), each Unit's percentage of ownership in the Common Element shall be as set forth on the attached Exhibit C. In the event the Condominium is expanded, the percentage for each Unit shall be adjusted accordingly.

Each Unit Owner shall have a valid, non-exclusive easement to the Common Element space between the interior and exterior of the walls of the Unit for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the Unit Owner shall do nothing to impair the structural integrity of the Building or the sound proofing of common walls between the Units, and provided further that the Common Elements and facilities be restored to their former condition by the Unit Owner at the Unit Owner's sole expense upon completion or termination of such use. Easements are hereby granted and declared for the benefit of the Association (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the Units.

The following portion of the Common Elements shall be considered "Limited Common Elements": the balconies or patios for a specific Unit. Each Unit Owner shall be entitled to the exclusive use of such Limited Common Elements. Each Unit shall have the number of parking stalls appurtenant to it as designated by Declarant upon the first conveyance of each Unit. Declarant shall have the right to assign specific parking stalls to Units, which assignment shall be set forth on a schedule maintained by the Association.

IV. USE OF UNITS AND COMMON ELEMENTS

The Units shall be occupied and used only for private residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within said Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion, but after a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of not less than one (1) year. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed on an Owner. If a Unit is leased in accordance with this Article, the Owner of such Unit shall notify the Association of the tenant's name or names and telephone number. If an Owner intends to leave a Unit for a period of more than one (1) month, such Owner shall prior thereto notify the Association of the forwarding address and telephone number where the Owner can be reached.

No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association, except as specifically provided herein. Nothing shall be altered or constructed in, or removed from, the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in the Common Elements other than those areas designated by the Association. An Owner shall not paint, decorate, or alter the appearance of the Common Elements without the consent of the Association. Subject to the rights of the Declarant under Article IX, no Owner may erect, post or display posters, signs or advertising material on or in the Common Elements.

Parking stalls, which are Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Persons parking in Common Elements shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof, the removal of snow therefrom or for similar purposes. All vehicles must fit within the space any may not interfere with the use of adjoining spaces. Parking of vehicles in Common Elements shall be subject to rules established by the Association.

Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would increase the rate of insurance on the Condominium, or any part thereof, over what the Association, but for such activity, would pay. Nothing shall be done or kept in any Unit or in the Common Elements, or any part thereof, which would be in violation of any statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements, or any part thereof, shall be permitted by any Owner or guests or tenants of the Unit Owner or other occupants of the Unit, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by, or at the direction of, that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements which may cause an annoyance or nuisance (including the use of stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other occupants of the Building.

V. MAINTENANCE, REPAIRS AND REPLACEMENTS:

The Association, subject to the rights and duties of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair. All such maintenance, repairs, and replacements to the Common Elements and facilities, whether located inside or outside of the Units, shall be made by the Association and charged to the Unit Owners as provided herein. The Association may enter any Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of improvements or systems for which the Association is responsible. Such entry shall be made with prior notice to the Owners and with as little inconvenience to the Owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection and other common services to each Unit.

The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

A Unit Owner shall be responsible for all maintenance, repairs and replacement of: (a) interior surfaces of a Unit together with utilities lines, mechanical equipment and fixtures which serve that Unit; (b) such fixtures and equipment which are located within that Unit; and (c) glass surfaces, screens, doors, windows, door and window hardware appurtenant to the Unit. The expense of such maintenance, repairs and replacement shall be borne solely by such Owner. A Unit Owner shall keep the Limited Common Elements appurtenant to such Unit, in a good, clean, sanitary and attractive condition. A Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming or within the boundaries of a Unit and, subject to the approval of the Association, erect partition walls of a non-structural nature, provided that such Unit Owner shall take no action which in any way will materially change any common walls.

An Owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to a Unit, or in or to the exterior of the Building or any Common Element. A Unit Owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of the Building, impair the safety of the Condominium or its occupants, or impair any easement without the prior written consent of the Association. Units may not be subdivided. Balconies and patios may not be enclosed.

In the event that any maintenance, repairs or replacement of a Common Element is required as a result of the willful or negligent act of an Owner or invitee, the costs shall be added to and become a part of the assessment for such Owner's Unit.

VI. ASSOCIATION MEMBERSHIP

Every Unit Owner shall be entitled and required to be a member ("Member") of "Northview Bend Condominium Association, Inc.," a nonstock corporation formed under Chapter 181 of the Wisconsin Statutes ("Association"). If title to a Unit is held by more than one person, each such person shall be a Member. An Owner of more than one Unit shall be entitled to one membership for each such Unit owned by such person. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than a Unit Owner or Declarant may be a Member, and membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a mortgagee as security for a loan secured by a mortgage on a Unit. The percentage interest for each Unit identified on the attached Exhibit C shall also serve as the basis in determining the voting interest of each Unit on matters for determination by Members and as to other matters described in the Act. Voting rights appurtenant to a Unit shall be exercised as provided in the By-Laws of the Association.

VII. ASSESSMENTS

Each Owner (excluding the Declarant which shall be obligated to pay for common expenses in accordance with the provisions set forth below), hereby covenants and agrees with each other Owner and with the Association to pay annual assessments, special assessments for capital improvements and for other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article. After the transfer of the first Unit from Declarant to an Owner, Declarant shall not be responsible for assessments for common expenses with respect to unsold Units. However, Declarant shall pay the difference between the common expenses incurred by the Association, and the actual amount of assessments due from Unit Owners other than

Declarant, provided, that in no event shall Declarant's obligation for common expenses for an unsold Unit exceed the amount that an Owner other than Declarant would have been obligated to pay in assessments on the Unit from the date a permanent occupancy permit was issued for such Unit. The Declarant shall not be responsible for paying for any expenses after the date of conveyance of the last Unit by the Declarant.

The Board of Directors of the Association ("Board") shall from time to time, and at least annually, prepare a budget and fix the annual assessment, which assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Members, for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary. In addition to the annual assessments, the Board may levy, in any assessment year, a special assessment applicable to that year only for the purposes determined by the Board; provided, however, that any such special assessment shall have the assent of the Unit Owners having two-thirds (2/3) of the votes at a meeting duly called for this purpose.

The Board may also levy special assessments against a particular Unit Owner and Unit for: (a) costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit; (b) costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the rules or regulations of the Association; (c) costs and expenses (anticipated or incurred) for emergency repairs to a Unit; (d) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit; (e) interest due on general and special assessments; (f) forfeitures and other penalties levied by the Board for violations of the condominium documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit; (g) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws of the Association.

Each purchaser of a Unit from the Declarant shall pay to the Association as a contribution to the working capital of the Association (and not an advance payment of a monthly assessment) an amount equal to two monthly installments of the then existing or estimated assessment for common expenses at the time of conveyance by the Declarant. The Association may determine how to use or apply the working capital fund, including, but not limited to, an addition to any reserve fund, a deposit to a segregated fund for any purpose. Nothing herein shall prevent a Unit Owner from recouping any payments made to the Association under this paragraph from a subsequent purchaser of the Unit.

The annual assessments provided for herein shall be payable in monthly installments and shall commence as to a Unit on the date of first conveyance of such Unit by the Declarant. The first annual assessment shall be adjusted according to the number of months then remaining in the calendar year. At the closing of the first sale by Declarant of each Unit, that portion of the annual assessment due and payable in the month in which the closing occurs shall be prorated. The Board shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner. The due date shall be the 1st day of each month. If such assessments are not paid by the 10th day of each month, an additional \$25.00 late fee will be assessed to such Unit. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether the assessments on a specified Unit have been paid.

All sums assessed to any Unit pursuant to this Article, together with interest thereon, shall be secured by a lien on such Unit in favor of the Association as provided in the Act.

VIII. INSURANCE

The Association, for the benefit of all Unit Owners, shall insure the Common Elements and the Building against loss or damage by fire and such other hazards as the Association may deem desirable, for the full replacement value of the Common Elements and the Building and a liability policy covering all claims commonly insured against, without prejudice to the right of a Unit Owner to also insure the Unit Owner's Unit for the Unit Owner's own benefit. The premiums for such insurance shall be deemed common expenses. Such insurance coverage shall be written in the name of, losses thereunder shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine, consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. The Association shall not be obligated to acquire casualty, property or liability insurance coverage or other insurance protection for a Unit Owner's individual Unit.

The proceeds of such insurance shall first be disbursed by the Association or by the trustee on behalf of the Association for the repair or restoration of the damaged Common Elements, and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceed unless the Association has determined not to rebuild, or the court has ordered partition of the Condominium, or there is a surplus of insurance proceeds after the Common Elements have been completely repaired or restored.

In the event of a partial or total destruction of the Common Elements, such Common Elements shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built. All costs of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

In the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interests in the Common Elements.

The Association may maintain, as a common expense, any other insurance coverage or additional protection which the Board may deem necessary or advisable.

IX. DECLARANT'S RIGHTS

Until such time as the Declarant has sold all of the Units, the Declarant shall have the right to use any unsold Units and the Common Elements as may be necessary to expedite the sale of Units, including but not limited to, the maintaining of a sales office, the holding of open houses and the erecting of signs.

X. NOTICES

All notices and other documents required to be given by this Declaration or by the By-Laws of the Association, shall be sufficient if given to any Owner of a Unit regardless of the number of Owners who have an interest therein. Notices and other documents to be served upon Declarant or the Association shall be personally served on the registered agent specified for receipt of process or mailed by certified mail, return receipt requested to such registered agent. All Owners shall provide the Secretary or the Association with the address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged the Secretary's duty with respect to giving of such notice by mailing it or having it delivered personally to the last such address on file. If a Unit Owner fails to provide such address, the Secretary shall be deemed to have given sufficient notice by mailing it or having it delivered to the Unit.

XI. GENERAL PROVISIONS

If any provision of this Declaration, or the application thereof, shall be held invalid or unenforceable, then the remainder of this Declaration shall not be affected thereby and shall be valid, and be enforced to the fullest extent.

The failure of the Association to insist, in any one instance, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment of such term, covenant, condition or restriction in the future, and such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed on behalf of the Association.

This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages on any Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding mortgages. The instruments necessary for such termination shall be recorded in Waukesha County, Wisconsin.

Except as hereinafter limited, this Declaration may be amended by an instrument signed by the Declarant alone at any time prior to the sale of Units having twenty-five percent (25%) of the percentage interest in the Common Elements and thereafter signed by Unit Owners having not less than seventy-five percent (75%) of the percentage interest in the Common Elements. A Unit Owner's consent to an amendment is not effective unless it is approved by a mortgagee of the Unit, if any. No Amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein, in favor of any mortgagee or in favor of the Declarant without the consent of all such mortgagees or the Declarant, as the case may be. Any Amendment must be recorded in the office of the Register of Deeds for Waukesha County, Wisconsin.

The initial registered agent for service of process is Robert Joseph, 1661 North Water Street, Suite 509, Milwaukee, Wisconsin 53202, as provided for in the Articles of Incorporation for the Association. The registered agent may change from time to time as and when a Change of Registered

Agent is filed with the Department of Financial Institutions for the State of Wisconsin. Any change in the registered agent will not require an amendment to this Declaration.

XII. EXPANSION.

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

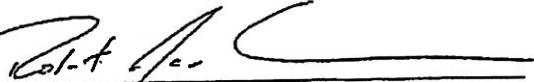
- (a) The Declarant expressly reserves the unqualified right to add all or any portion(s) of the expansion real estate identified on Exhibit E ("Expansion Real Estate"), to add additional Units, or to do either or both of the foregoing at any time or from time to time at different times within the aforesaid ten (10) year period, provided, only that the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as described on Exhibit E, and further described on the survey attached hereto and made a part hereof as Exhibit F.
- (b) At such time as the Condominium is expanded, if at all, the total maximum number of Units in the Condominium will not exceed eighty (80) if fully expanded.
- (c) In order to exercise its rights pursuant to this Article, Declarant shall execute and record a supplemental declaration, which supplemental declaration shall describe the Expansion Real Estate or the Units to be added to the Condominium, the number of Units to be added, a description of said Units and any Limited Common Elements or Common Elements, the percentage of ownership in the Common Elements of all Units, the number of votes appurtenant to each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, and to reflect any adjustment to the common expenses in connection with the Condominium as expanded.
- (d) Declarant makes no assurances as to the locations of improvements that may be constructed on any portion of the Expansion Real Estate. The proposed location of buildings on the Expansion Real Estate as set forth on Exhibit F represent estimates only and Declarant specifically reserves the right to make alterations and modifications to the number, location and layout of improvements to be constructed on the Expansion Real Estate. Such improvements as may from time to time exist on any portion of the Expansion Real Estate will become part of the Condominium if and only if the Declarant's option to expand is timely exercised to include those portions of the Expansion Real Estate on which such improvements exist.
- (e) All units to be created on any portion of the Expansion Real Estate added to the Condominium shall be restricted to residential use, and the quality, principal materials and architectural style of future improvements on any such portion shall be compatible with that of the improvements on the Property. No assurances are made by Declarant as to the size or type of Units or other improvements that may be created in the future on the

Expansion Real Estate and Declarant expressly reserves the right to use the Expansion Real Estate for the construction of apartments.

- (f) Declarant expressly reserves the right to create Limited Common Elements on the Expansion Real Estate, and to designate Common Elements thereon. Declarant makes no assurances as to the type, size or maximum number of such Common Elements or Limited Common Elements.
- (g) In the event the Condominium is expanded, the allocation of percentage of ownership in the Common Elements in the Condominium, as expanded from time to time, shall be determined in accordance with the formula set forth in Article III hereof, to reflect the addition of any Units added by such expansion.
- (h) In the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Unit Owners," "Association," and all other terms which refer to the Condominium or any aspect thereof automatically shall refer to the Condominium as expanded.
- (i) In the event the Declarant shall not add to the Condominium all or any portion of the Expansion Real Estate, the Declarant nevertheless shall have the right to construct, renovate or remodel all or any portion of any improvements on the Expansion Real Estate and to operate the same without restriction.
- (j) In the event community and/or recreation facilities shall be constructed upon any portion of the Expansion Real Estate added to the Condominium, or any portion of the Expansion Real Estate added to the Condominium is dedicated or reserved for park or open space purposes, but the Condominium shall not be expanded to include all of the Expansion Real Estate, the Declarant expressly reserves the right to grant to any persons at any time owning or occupying any portion of the Expansion Real Estate not included in the Condominium, and the members of their families and guests, a non-exclusive easement for the use and enjoyment of such facilities and for reasonable rights of pedestrian and vehicular ingress and egress over the Condominium in furtherance thereof. Such easements shall be subject, without limitation, to all covenants and conditions of record, and to the obligation of all owners of any portion of the Expansion Real Estate to bear their fair share of all costs of operating, maintaining, repairing and replacing such facilities.
- (k) In no event shall the Declarant be required to expand the Condominium or add any portion of the Expansion Real Estate thereto.

IN WITNESS WHEREOF, the Declarant, Northview, LLC, has executed this Declaration this 16th day of August, 2001.

NORTHVIEW, LLC,
a Wisconsin limited liability company

By: 
Robert Joseph, Member

AUTHENTICATION

Signature of Robert Joseph authenticated
this 16th day of August, 2001.

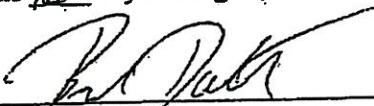

Bradley I. Dallet
Title: Member State Bar of Wisconsin

EXHIBIT "A"

LEGAL DESCRIPTION

PHASE 1 LEGAL DESCRIPTION:

Being a part of Outlot 1 in Brookstone Willows Addition No. 1, being a part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 29, T7N, R19E, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Northwest corner of said Outlot 1, thence N60°00'00"E, 33.28 feet; thence easterly 409.64 feet along the arc of a circle whose center is to the south, whose radius is 391.18 feet and whose chord bears Due East, 391.18 feet; thence S60°00'00"E, 102.49 feet; thence S24°01'45"W, 127.79 feet; thence N84°38'19"W, 105.19 feet; thence N89°38'01"W, 274.88 feet; thence northwesterly 47.31 feet along the arc of a circle whose center is to the west, whose radius is 362.37 feet and whose chord bears N26°15'37"W, 47.27 feet; thence N30°00'00"W, 112.39 feet to the place of beginning.

EXHIBIT "B"

CONDOMINIUM PLAT AND FLOOR PLANS

See attached

EXHIBIT "C"

PERCENTAGE INTEREST COMMON ELEMENTS

<u>BUILDING</u>	<u>% INTEREST PER UNIT</u>	<u>TOTAL % INTEREST BY BUILDING</u>
<u>Building 1</u> Units 1-8	6.25%	50%
<u>Building 2</u> Units 1-8	6.25%	50%

"EXHIBIT D"

CONSENT OF MORTGAGE HOLDER

The undersigned, PARK BANK, being the holder of a mortgage on the real estate being subjected to the condominium form of ownership hereunder, hereby consents to the terms and provisions of the above Declaration of Condominium Ownership of Northview Bend Condominium.

Dated as of the 17 day of August, 2001.

PARK BANK

By: Craig A. Schmitz

Subscribed and sworn to before me
this 17 day of August, 2001.

[Signature]
Notary Public State of Wisconsin
My Commission Expires 15 PERMANENT

NORTHVIEW BEND CONDOMINIUM

OUTLOT 1 IN BROOKSTONE WILLOWS ADDITION NO. 1, BEING A PART OF THE
NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 29, T7N, R19E, IN THE
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

PHASE 1 LEGAL DESCRIPTION:
Being a part of Outlot 1 in Brookstone Willows Addition No. 1, being a part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 29, T7N, R19E, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Northwest corner of said Outlot 1, thence N60°00'00"E, 33.28 feet; thence easterly 409.84 feet along the arc of a circle whose center is to the south, whose radius is 381.18 feet and whose chord bears Due East, 391.16 feet; thence S80°00'00"E, 462.39 feet; thence S24°15'19"W, 103.19 feet; thence N89°35'01"W, 274.68 feet; thence northwesterly 47.31 feet along the arc of a circle whose center is to the east, whose radius is 382.37 feet and whose chord bears N28°15'37"W, 47.27 feet; thence N30°00'00"W, 112.39 feet to the place of beginning.

EXPANSION REAL ESTATE LEGAL DESCRIPTION:
Being a part of Outlot 1 in Brookstone Willows Addition No. 1, being a part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 29, T7N, R19E, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

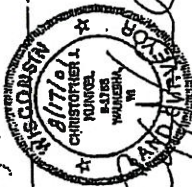
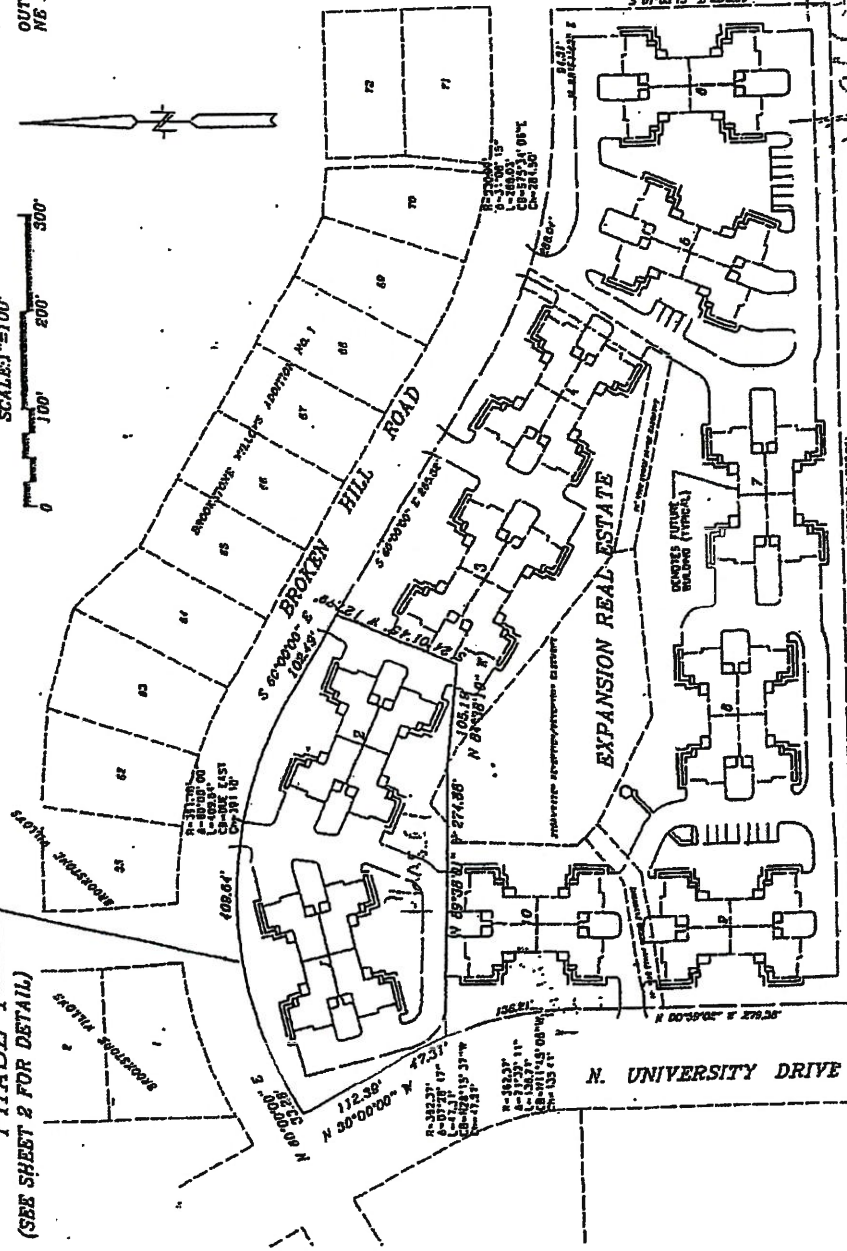
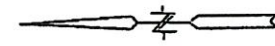
Commencing at the Southwest corner of said Outlot 1; thence N60°00'00"W, 279.38 feet; thence northwesterly 136.21 feet along the arc of a circle whose center is to the west, whose radius is 352.37 feet and whose chord bears N11°45'00"W, 135.11 feet; thence S89°35'01"E, 624.86 feet; thence S84°35'19"E, 505.09 feet; thence S85°35'19"E, 127.79 feet; thence S94°04'19"E, 385.39 feet; thence southwesterly along the arc of a circle whose center is to the north, whose radius is 530.00 feet and whose chord bears S75°34'08"E, 284.50 feet; thence N89°35'43"E, 94.31 feet; thence S01°06'15"E, 280.86 feet; thence S88°37'26"W, 1022.05 feet to the place of beginning.

THIS PLAT IS A CORRECT REPRESENTATION OF
THE CONDOMINIUM DESCRIBED AND THE
IDENTIFICATION AND LOCATION OF EACH
UNIT AND COMMON ELEMENT CAN BE
DETERMINED FROM THE PLAT.

EDGEWOOD ENGINEERING GROUP, INC.
civil engineering • land surveying • site planning
W230 54733 CLARK STREET • 810 BELT • WISCONSIN 53103
(262) 862-5002 • fax (262) 862-5012

PHASE 1
(SEE SHEET 2 FOR DETAIL)

SCALE: 1"=100'



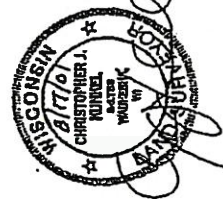
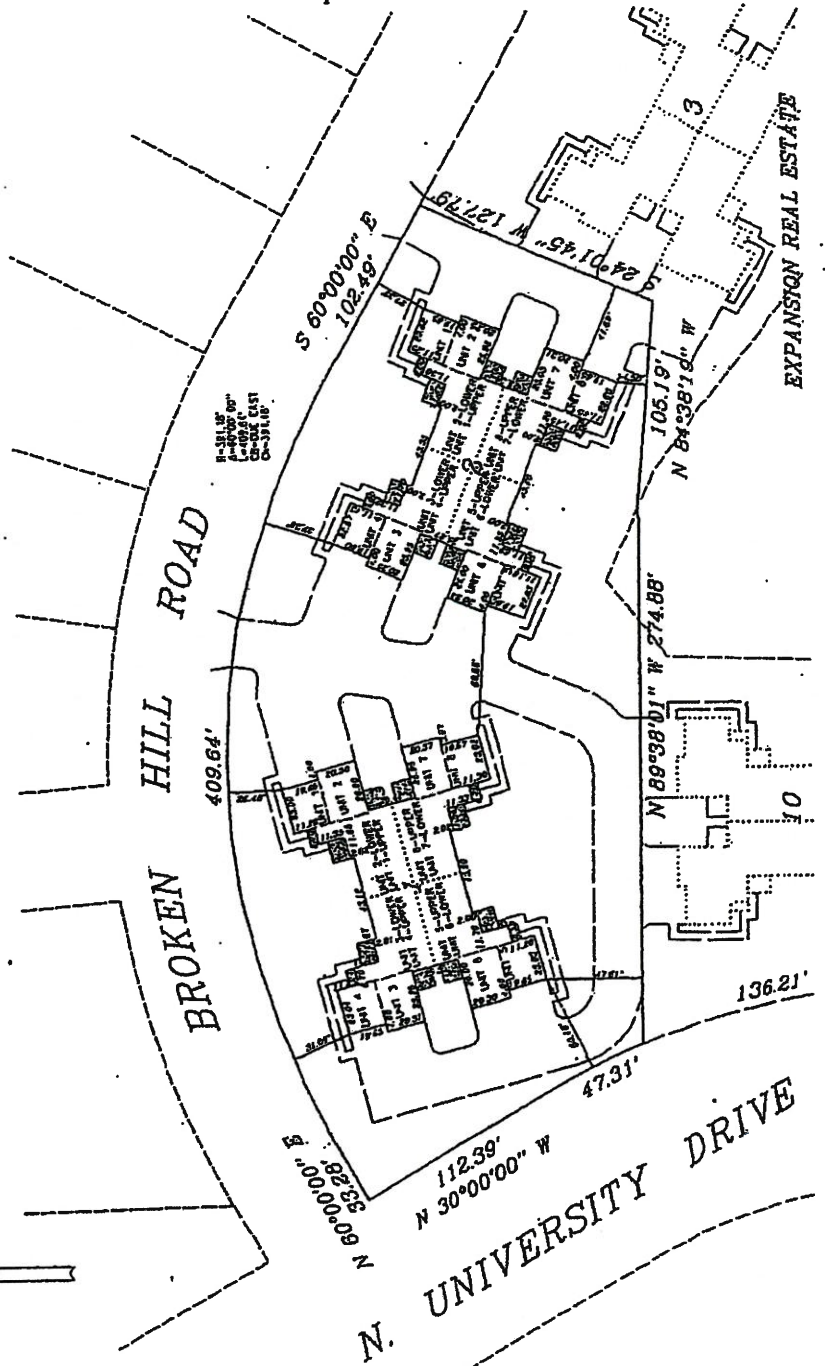
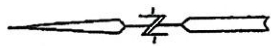
NORTHVIEW ROAD

N. UNIVERSITY DRIVE

NORTHVIEW BEND CONDOMINIUM

OUTLOT 1 IN BROOKSTONE WILLIAMS ADDITION NO. 1, BEING A PART OF THE
NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 29, T 7 N, R 19 E, IN THE
CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

SCALE: 1"=50'



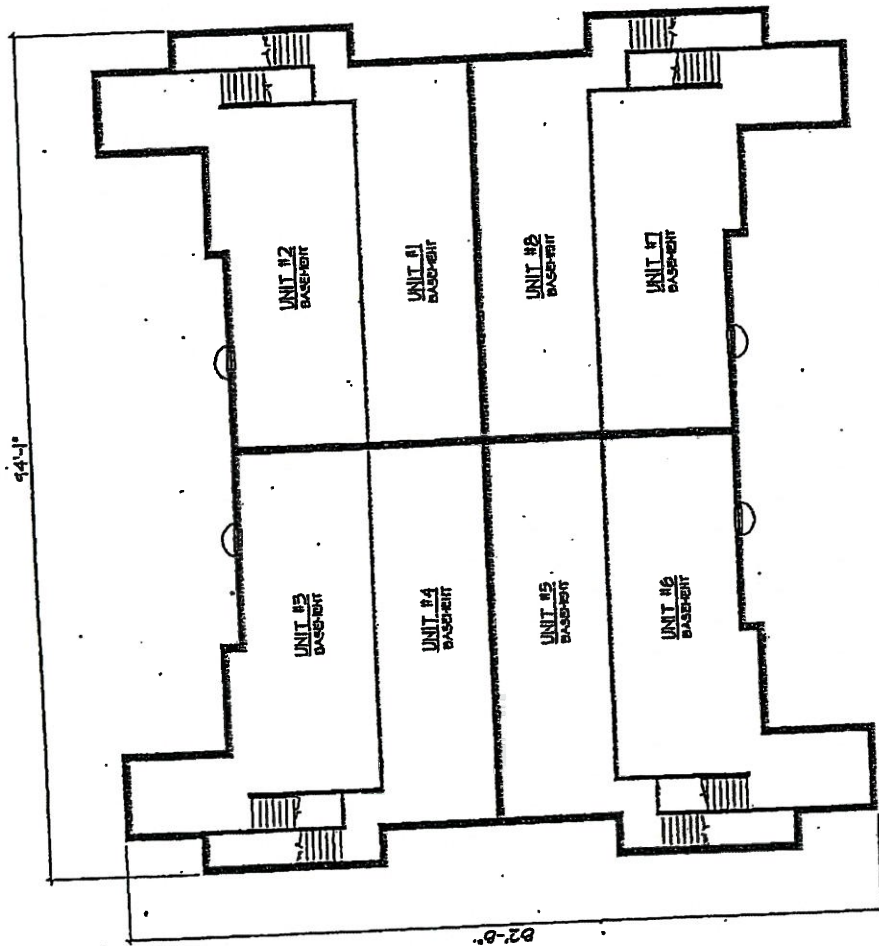
DEMOTES LIMITED COMMON AREA

EDGEWOOD ENGINEERING GROUP INC.
civil engineering • land surveying • site planning
4230 38733 CLAW STREET • SUITE 200 • WAUKESHA, WISCONSIN 53190
(262) 582-5002 • FAX (262) 582-5012

SHEET 2 OF 8

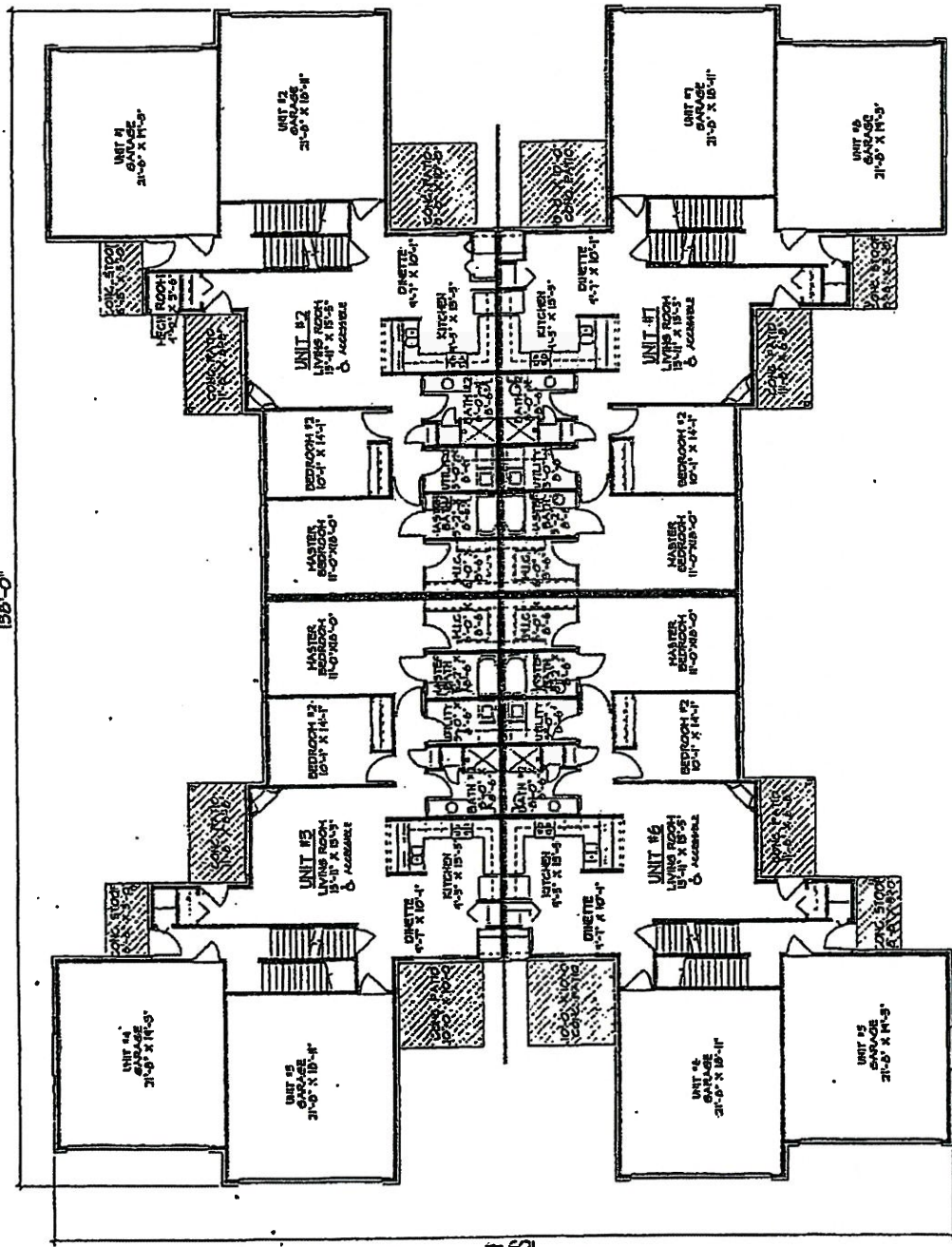
NORTHVIEW BEND CONDOMINIUM

BUILDING #1
CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN
BASEMENT PLAN



NORTHVIEW BEND CONDOMINIUM

CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN
 BUILDING #1
 FIRST FLOOR PLAN
 138'-0"

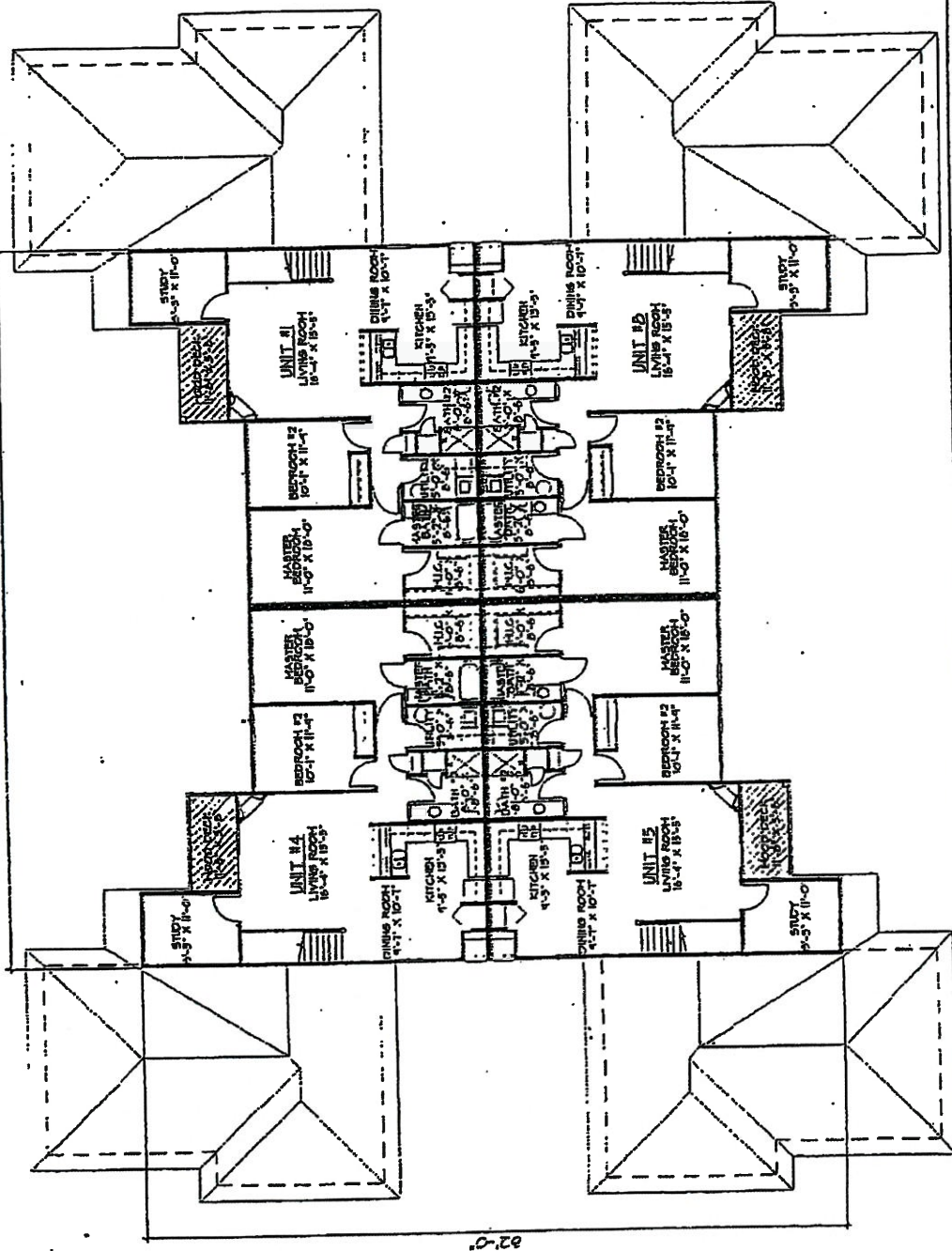


UNITED COMMUNITY ASSOCIATION
 SCALE: 1/8" = 1'-0"
 0' 4' 8' 16'

NORTHVIEW BEND CONDOMINIUM

CITY OF MAUKESHA, COUNTY OF MAUKESHA, STATE OF WISCONSIN
 BUILDING #1
 SECOND FLOOR PLAN

85'-4"



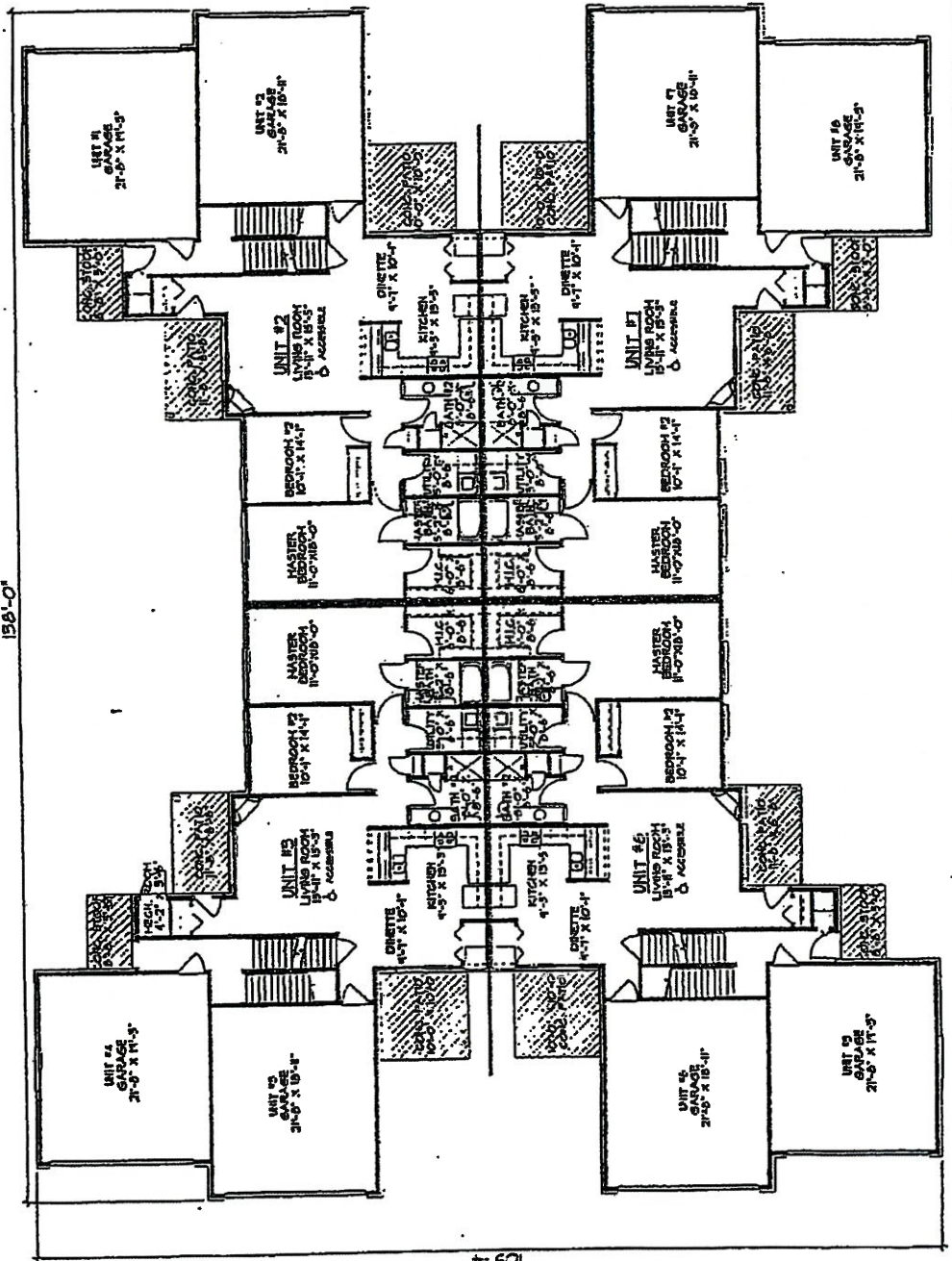
LIMITED COMMON AREA
 0' 4' 8' 16'
 SCALE = 3/32" = 1'-0"

SHEET 3 OF 8 SHEETS

NORTHVIEW BEND CONDOMINIUM

CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN
 BUILDING #2
 FIRST FLOOR PLAN

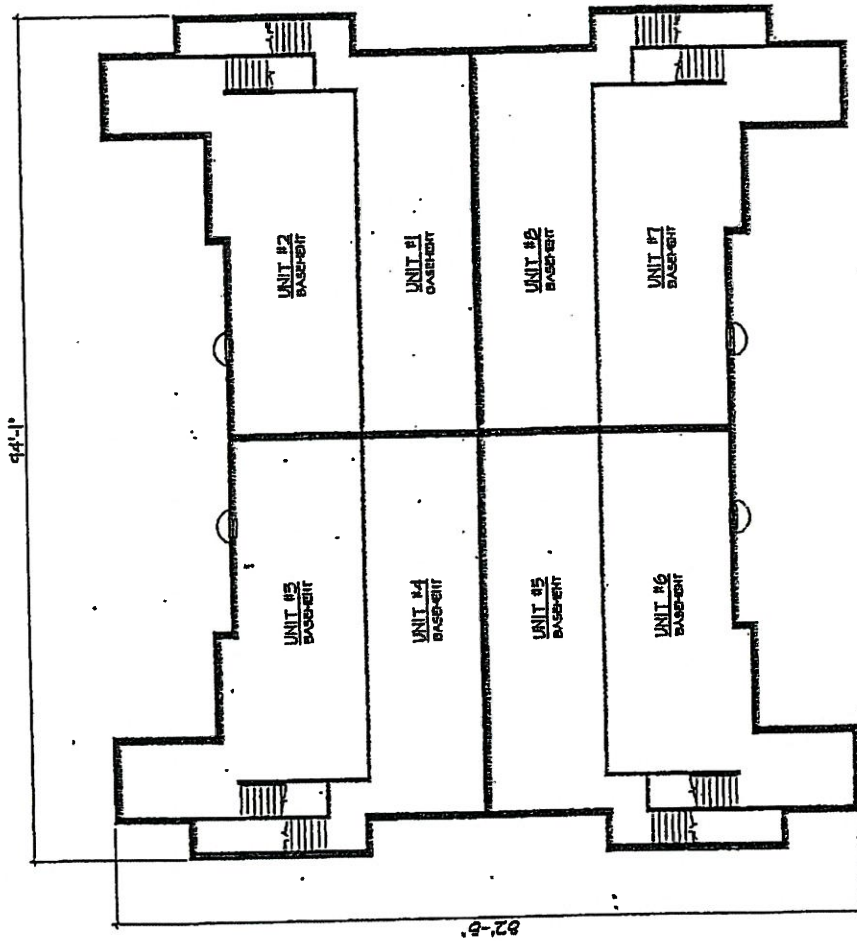
138'-0"



UNITED COMMON AREA
 SCALE: 1/8\"/>

NORTHVIEW BEND CONDOMINIUM

CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN
 BUILDING #2.
 BASEMENT PLAN.

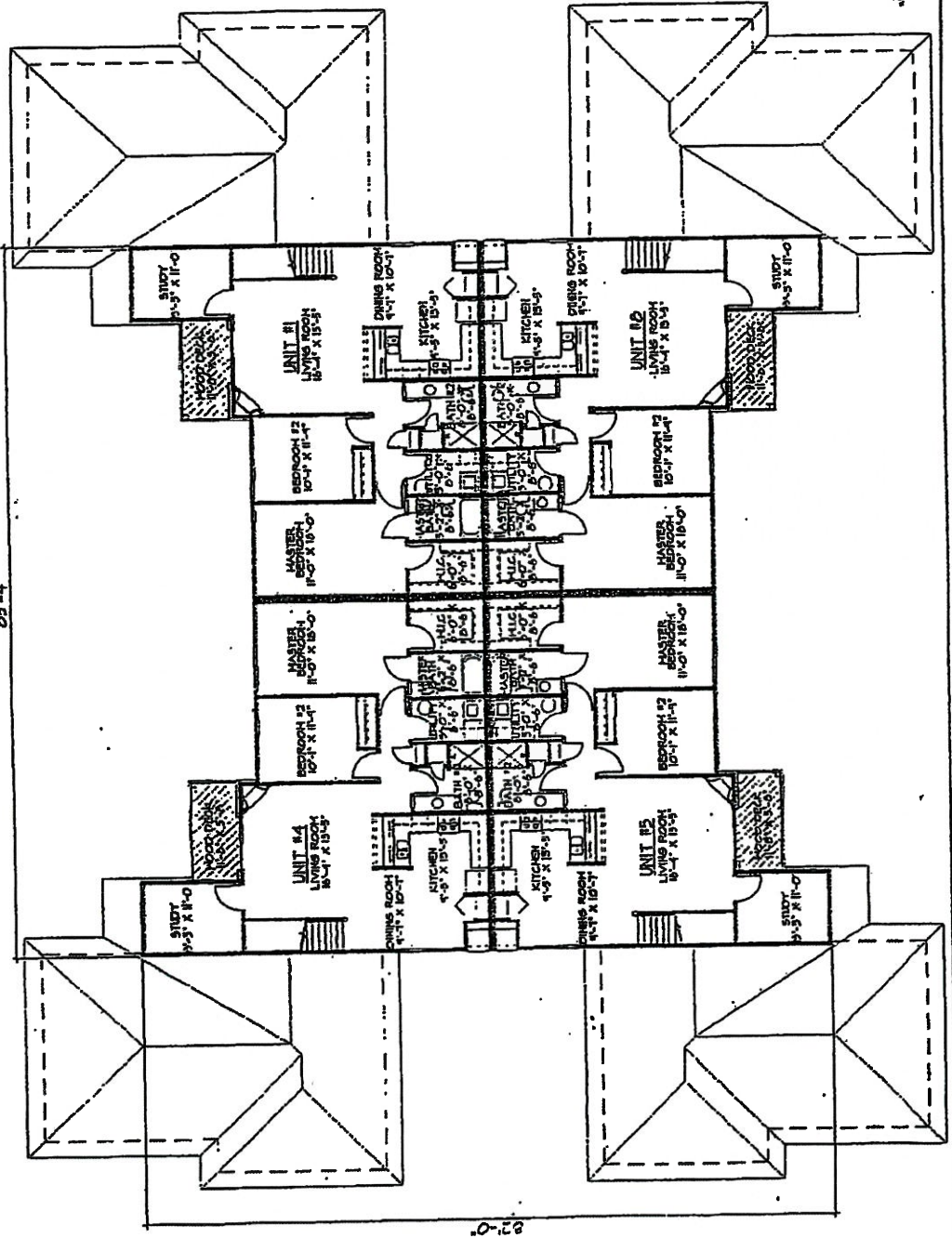


SHEET 6 OF 8 SHEETS

NORTHVIEW BEND CONDOMINIUM

CITY OF WAUKESHA, COUNTY OF WAUKESHA, STATE OF WISCONSIN
 BUILDING #2
 SECOND FLOOR PLAN

85'-4"



SHEET 6 OF 8 SHEETS

EXHIBIT "E"

LEGAL DESCRIPTION OF EXPANSION REAL ESTATE

EXPANSION REAL ESTATE LEGAL DESCRIPTION:

Being a part of Outlot 1 in Brookstone Willows Addition No. 1, being a part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 29, T7N, R19E, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Southwest corner of said Outlot 1; thence N00°59'02"W, 279.38 feet; thence northwesterly 136.21 feet along the arc of a circle whose center is to the west, whose radius is 362.37 feet and whose chord bears N11°45'08"W, 135.41 feet; thence S89°38'01"E, 274.88 feet; thence S84°38'19"E, 105.19 feet; thence N24°01'45"E, 127.79 feet; thence S60°00'00"E, 285.32 feet; thence southeasterly 288.04 feet along the arc of a circle whose center is to the north, whose radius is 530.00 feet and whose chord bears S75°34'06"E, 284.50 feet; thence N88°51'43"E, 94.31 feet; thence S01°08'15"E, 280.86 feet; thence S88°37'26"W, 1022.05 feet to the place of beginning.

(SEE SHEET 2 FOR DETAIL)

OUTLOT 1 IN BROOKSTONE WILLOWS ADDITION NO. 1, BEING A PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 29, T 7 N, R 19 E, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

NORTHVIEW BEND
CONDOMINIUM

OUTLOT 1 IN BROOKSTONE WILLOWS ADDITION NO. 1, BEING A PART OF THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 29, T 7 N, R 19 E, IN THE CITY OF WAUKESHA, WAUKESHA COUNTY, WISCONSIN.

PHASE 1 LEGAL DESCRIPTION:

PHASE 1 LEGAL DESCRIPTION:
Being a part of Quilley 1 in Brookstone Williams Addition No. 1, being a part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 29, T7N R19E, in the City of Waukegan, Waukegan County, Wisconsin bounded and described as follows:

Centromere of the northern corner of solid Oatland 1, thence N60-00-00-E, 31.25 feet to a creek whose center is to the south along latitude 18-30.18 feet and whose chord bears Due East, 35.01 feet; thence S80-00-00-E, 102.43 feet; thence S51-00-15-W, 122.79 feet; thence N61-30-19-E, 105.19 feet; thence N63-30-19-W, 274.08 feet; thence north westerly 47.31 feet along the arc and 42.5 feet to a creek whose center is to the west, whose chord is 112.5 feet and whose center is to the place of beginning, thence N30-00-00-W, 112.35 feet to the place of beginning.

EXPANSION REAL ESTATE LEGAL DESCRIPTION:

EXPLANATION: ESTATE OF BROOKLYN WILLIAMS Addition No. 1, being a part of the NE 1/4 and SE 1/4 of the SE 1/4 of Section 29, T7N, R18E, in the City of Waukesha, Waukesha County, Wisconsin bounded and described as follows:

Commencing at the Southwest corner of said Official 1; thence N60°55'02"W, 239.7 feet to the corner of the northeast 1/4, Sec. 21, T4S, R10E, and thence southeasterly 136.21 feet to the center of the well known and famous "Big Rock" of the west 1/4 of said Official 1; thence southeasterly 362.37 feet and whose center is to the west 1/4 of said Official 1; thence southeasterly 115.41 feet to the corner of the northeast 1/4, Sec. 21, T4S, R10E, and thence southeasterly 127.75 feet to the corner of the northeast 1/4, Sec. 21, T4S, R10E, and thence southeasterly 589.26 feet to the corner of the northeast 1/4, Sec. 21, T4S, R10E, and thence southeasterly 260.40 feet to the corner of the northeast 1/4, Sec. 21, T4S, R10E, and thence southeasterly 284.33 feet to the corner of the northeast 1/4, Sec. 21, T4S, R10E, and thence southeasterly 520.00 feet and center of the well known and famous "Big Rock" of the west 1/4 of said Official 1; thence southeasterly 575.37 feet to the corner of the northeast 1/4, Sec. 21, T4S, R10E, and thence southeasterly 501.00 feet to the corner of the northeast 1/4, Sec. 21, T4S, R10E, and thence southeasterly 588.37 feet to the corner of the northeast 1/4, Sec. 21, T4S, R10E, and thence southeasterly 1023.03 feet to the place of beginning.

THIS PLAT IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND COMMON ELEMENT CAN BE DETERMINED FROM THE PLAT.

EDGEWOOD
ENGINEERING
GROUP INC

civil engineering • land surveying • site preservation
W230 38733 CLARK STREET • 600 RD. • WILCOXSVILLE, NJ 07095
(202)662-2002 • fax (202)662-5012 •

PAGE 1 OF 5

THIS INSTRUMENT WAS DRAI

BY CHRISTOPHER J. KUNKEL S-1755

A-25

EXECUTIVE SUMMARY

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

Condominium Name: Northview Bend Condominium

How is the condominium association managed?

- What is the name of the condominium association? Northview Bend Condominium Association, Inc.
- What is the association's mailing address? P.O. Box 438, Pewaukee, WI 53072
- How is the association managed?
 - ☐ By the unit owners (self-managed)
 - ☒ By a management agent or company
 - ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Doug Koller, Property Manager (Management agent/company or other available contact person)
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person? 131 E. Wisconsin Avenue, Suite 205, P.O. Box 438, Pewaukee, WI 53072; Phone: (262) 695-8844; Fax: (262) 695-8846; website: www.realestatespl.com; e-mail: doug.koller@realestatespl.com
- For specific information about the management of this association, see Bylaws, Article III, 3.01

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? 2
- How many outside? 2
- How many inside? 2 [check all that apply]
 - ☐ Common element
 - ☒ Limited common element
 - ☐ Included as part of the unit
 - ☐ Separate nonvoting units
 - ☒ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
☒ No
☐ Yes, in the amount of \$_____ per _____
☐ Other: _____
- Are parking assignments reserved or designated on the plat or in the condominium documents?
☒ No
☐ Yes - Where? _____
- Are parking spaces assigned to a unit by deed?
☒ No
☐ Yes
- Can parking spaces be transferred between unit owners?
☒ No
☐ Yes
- What parking is available for visitors? City street, owner's garage/common parking spaces.
- What are the parking restrictions at this condominium? No parking in driveway. No parking in fire lanes.
- For specific information about the parking of this condominium, see Declaration, Article IV; Rule & Regulations, VIII

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? Cats, small birds, small dogs (up to 35 pounds)
- What are some of the major restrictions and limitations on pets? Per city, dogs must be on leashes. Dog waste must be picked up immediately. Pets not to disturb other unit areas.
- For specific information about the condominium pet rules, see Rules & Regulations, VII

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? One-year lease required.
- For specific information about renting units at this condominium, see Declaration, Article IV

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☐ No ☒ Yes
- If yes, what are the major amenities and features? Pond with fountain and lights, city sidewalks and services.
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
☒ No
☐ Yes - What is the cost? \$_____
- For specific information about special amenities, see no specific document reference.

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair the interior of the unit, together with utility lines. Also, maintain entryway, clean own windows, maintain dryer venting, any individual plantings installed by owner must be maintained and removed at winter season.
- For specific information about unit maintenance and repairs, see Declaration, V

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

- Common elements maintenance, repair and replacement is performed as follows: by the Association.
- How are repairs and replacements of the common elements funded?
 - ☐ Unit owner assessments
 - ☐ Reserve funds
 - ☒ Both
 - ☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see Declaration, III
- How are repairs and replacements of the limited common elements funded?
 - ☐ Unit owner assessments
 - ☐ Reserve funds
 - ☒ Both
 - ☒ Other (*specify*): Unit owner's expense.
- Limited common element maintenance, repairs and replacement is performed as follows: Association responsible (decks and balconies).

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

- For specific information about this condominium's reserve funds for repairs and replacements, see no specifics in documents
- Reserve Account balance: \$122,638.66, as of the date this Executive Summary was prepared.

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

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

- For specific information about condominium fees during the developer control period, see N/A

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

- Has the declarant reserved the right to expand? ☒ No ☐ Yes
- If yes, how many additional units may be added through expansion? 0 units.
- When does the expansion end? N/A
- Who will manage the condominium during the expansion period? N/A
- For specific information about condominium expansion fees, see N/A

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

- Describe the rules, restrictions and procedures for altering a unit: Any changes must have prior written consent of the Association.
- Describe the rules, restrictions and procedures for enclosing limited common elements: Any changes must have prior written consent of the Association.
- For specific information about unit alterations and limited common element enclosures, see Declaration, V

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

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

Other restrictions or features (optional): _____

Does the Association have the right of first purchase:

- ☒ No
☐ Yes

Does the Association charge a transfer fee:

- ☐ No
☒ Yes. If so, how much? \$500.00 (Resolution effective 11/8/2017)

Does the Association charge a disclosure material fee:

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

Does the Association charge a payoff statement fee?

- ☐ No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? \$_____

☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two month period there is a \$25.00 charge.

This Executive Summary was prepared on June 30, 2018 (insert date)

By: Attorney Lydia J. Chartre (state name and title or position).

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

ACCOUNT NUMBER: [REDACTED]

STATEMENT PERIOD
06/01/18 TO 06/30/18

PAGE: 1 OF 1

NORTHVIEW BEND CONDOMINIUMS
131 E WISCONSIN AVE
PEWAUKEE WI 53072-3471

ITEMS ENCLOSED 0

CORPORATE MONEY MARKET

ACCOUNT NUMBER [REDACTED]

ACCOUNT SUMMARY

YOUR PREVIOUS BALANCE WAS	117,799.72	
YOUR TRANSACTIONS THIS PERIOD INCLUDED:		
1 DEPOSITS	4,800.00	AVERAGE COLLECTED BALANCE USED FOR ACCRUING
0 WITHDRAWALS	.00	INTEREST WAS 118,441.01
INTEREST PAID WAS	38.94	(MINIMUM DAILY BALANCE NECESSARY TO ACCRUE
YOUR ENDING BALANCE WAS	122,638.66	INTEREST IS .00)
YTD INTEREST PAID IS	200.86	
YTD INTEREST WITHHELD IS	.00	

TRANSACTIONS LISTED BY DATE POSTED

DATE POSTED	TRANSACTION DESCRIPTION	WITHDRAWALS OTHER DEBITS	DEPOSITS OTHER CREDITS
JUN 27	PC TRANSFER CREDIT		4,800.00
JUN 29	IOD INTEREST PAID		38.94

CLOSING DAILY BALANCES AND DEBIT TOTALS

DATE	BALANCE	DEBITS	DATE	BALANCE	DEBITS
JUN 27	122,599.72	0	JUN 29	122,638.66	0

TRANSACTION SUMMARY INFORMATION

DESCRIPTION	NUMBER	AMOUNT	DESCRIPTION	NUMBER	AMOUNT
PC TRANSFER CREDIT	1	4,800.00	IOD INTEREST PAID	1	38.94

IMPORTANT INFORMATION

Please keep this information with your governing documents

Northview Bend Condominium Association, Inc.

RESOLUTION TO ADOPT RULE ON TRANSFER FEES

WHEREAS the Northview Bend Condominium Association, Inc. (the "Association") has the power, generally, to "make reasonable rules and regulations governing the use of the Units and of the Common Elements," pursuant to Article V of the Declaration;

WHEREAS, the Association's Board of Directors has the general power to manage the business and affairs of the Association, and "shall have the powers, duties, and responsibilities set forth in the Act, the Declaration, and the articles of incorporation," pursuant to Article III, Section 3.01 of the Bylaws; and

WHEREAS the Board of Directors believes that having a policy to collect fees upon the transfer of ownership of units promotes a strong fiscal position for the Association;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule with respect to transfer fees:

UNIT TRANSFER FEES

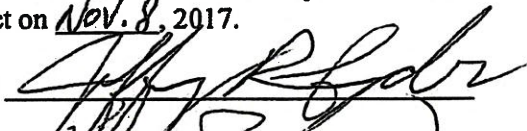
Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in the amount of \$500.00. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

1. When the transfer is to a trust where the sole beneficiary is the donor and Owner;
2. When the transfer is solely between a husband and wife;
3. When the transfer is solely between a parent and his, her or their child; and
4. When the transfer is to or from the Association.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on Nov. 8, 2017, with the same to take effect on Nov. 8, 2017.

President



Secretary



NORTHVIEW BEND CONDOMINIUM ASSOCIATION RULES AND REGULATIONS ARCHITECTURAL CONTROL STANDARDS

I. NAMES/TELEPHONE NUMBERS

Northview Bend Condominium Association's Current Board of Directors

Kevin Ramus, President(262) 470-2938
Tom Abbey, Vice President(414) 467-9096
Todd Rosiak, Treasurer 414-313-2311
Irving Stanley, Member at Large(262) 227-9465

Real Estate Specialists – Property Management

**** Please contact first for all questions, comments or to report an issue ****

Douglas Koller, Manager.....(262) 695-8844

Emergency and Local numbers:	<u>Non-Emergency</u>	<u>Emergency</u>
Waukesha Police	(262) 524-3820	911
Waukesha County Sheriff	(262) 548-7117	911
Waukesha Fire & Ambulance.....	(262) 524-3651	911
Waukesha Memorial hospital	(262) 928-1000	
Waukesha City hall.....	(262) 524-3500	
Johns Disposal Services.....	(262) 473-4700	
Special Trash pick-up (Large Items)	(262) 473-4700	
Waukesha Recycling Info	(262) 524-3843	

II. INTRODUCTION

Northview Bend Condominium Association, Inc. (NBCA) is providing this document to the residents of Northview Bend Condominium as an introduction and quick reference to the Architectural Standards, parking Policy, Rules and Regulations of our community.

The following Rules and Regulations, and Architectural Control Standards have been adopted by the Board of Directors of the NBCA in accordance with the Declaration of Condominium Ownership of Northview Bend Condominium to not only protect the architectural integrity and harmony of the community, but also to promote the safety and welfare of residents and to maintain an acceptable quality of life.

It should be remembered that the Rules and Regulations do not replace the Declaration of Condominium Ownership and the By-laws, which the Board of Directors uses as its primary governing documents. All of these documents are in force. In case of conflict between the wording of these documents, the Declaration of Condominium Ownership will prevail.

The Rules and Regulations shall apply to all unit owners, their family members, agents, employees and guests; and shall be enforced by the Board of Directors in accordance with applicable provisions of the Declaration of Condominium Ownership and By-laws.

In establishing and maintaining the Rules and Regulations, or Standards, the board shall make every effort to ensure that they do not affect unit owners' right to the enjoyment of reasonable and unrestricted use of their property or privileges of ownership.

The Rules and Regulations and Standards may be modified, repealed or amended at any time by a resolution of the Board of Directors when deemed necessary in the best interest of unit owners and the community.

III. GENERAL INFORMATION

The subdivision comprises Northview Bend Condominium, bounded by Northview Road and Broken hill Road, and which runs from University Drive to Emslie Drive.

The common areas in the development are classified as "General Common Elements" and "Limited Common Elements."

The driveways, curbs, sidewalks, lawns and yard areas, trees and shrubs, exterior lighting and parking areas comprise the GENERAL COMMON ELEMENTS. Your Association (NBCA), along with your Management Agent, is responsible for the operational management and oversight of maintenance and improvement of these areas, which are for the EXCLUSIVE use of the individual unit owners and their guests.

The LIMITED COMMON ELEMENTS include balconies and patios for each specific unit. You as a unit owner have the responsibility for the upkeep of these areas.

IV. GENERAL RULES AND REGULATIONS

These are the general rules and regulations of the Association. Exceptions to these rules may be granted only by a written notice from the Board.

Any damage to buildings, grounds, or other common areas or to equipment by any owner, their family member, agent, employee, guest or pet shall be repaired at the expense of the unit owner. This charge may be assessed in addition to a fine. Unit owners are fully responsible for the actions of their family members, guests and pets, and shall be held accountable for any damage done to the property.

1. Common areas: The lawns and walkways shall not be used for storage or parking or be obstructed in any way. No bicycles, toys, trash cans or recycle bins, or other personal property shall obstruct entrance ways, walkways, parking or other common areas.

2. Unlawful and Disturbing Noises/Practices: No unit owner shall make or permit any unreasonable noise that will disturb or annoy other residents, or permit anything to be done which will interfere with the rights, comfort and convenience of other residents.
3. Trash and garbage shall be placed in sealed plastic bags. Recyclable material shall be placed in recycling bin, or tied or placed in recyclable bags. Trash cans and recyclable material shall be kept inside the garage for each unit until pick-up day. Trash cans may be placed outside of the unit's garage only on trash pick-up days. Trash cans and recycling bins must be placed back in your unit by the evening of trash pick-up day. Arrangements for the removal of bulky items such as mattresses, furniture, appliances, construction materials, etc., must be made with city of Waukesha Heavy Trash (524-3600) and shall not be placed outside earlier than the day before the scheduled pick-up day.
4. Garage doors should be kept closed at all times, except for entering and exiting.
5. Barbecuing: Use of charcoal or gas grill is permitted only on your unit's patio or on the parking apron outside of your garage. Pursuant to International Fire Code Section 307.5, cooking on wooden balconies may be undertaken only when using non-open flame cooking devices, such as electric grills designed and approved for outdoor use.
6. Satellite dishes used for receipt of television signals or telecommunications may not be installed on the exterior of any building, or on the general common elements or the limited common elements, without the prior written approval of the Board.
7. Defacing of property: Signs, notices, advertisements, or any alteration of exterior surfaces shall not be placed, inscribed, or exposed on any window, door, or other exterior parts of unit, or on the common areas. Specifically excluded from this regulation are seasonal decorations and "For Sale" signs, in accordance with the Declaration of Covenants, or as approved in writing by the Board.
8. Vandalism: Unit owners, their family members, agents, employees and guests shall not deface, remove, or destroy, or permit the defacing, removing or destruction of any element of the common areas.

V. CONDUCT

Residential Use: All condominium units shall be used for residential purposes exclusively.

No noxious or offensive trade or activity shall be carried on within any condominium unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or other owners.

VI. INSURANCE

Nothing shall be done or maintained in any condominium unit or on any Common Elements which will increase the rate of insurance on any condominium unit or on the Common Elements, or result in the cancellation thereof, without prior written approval of the Board of Directors.

Nothing shall be done or maintained in any condominium unit or on the Common Elements which is in violation of any law.

VII. ANIMALS AND PETS

The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, shall be and is hereby prohibited within any condominium unit or Common Elements, except that this shall not prohibit the keeping of small dogs, cats, aquarium fish and/or caged birds as domestic pets, provided they are not maintained, kept or bred for commercial purposes and provided further that the keeping of small dogs (up to 35 pounds), cats, aquarium fish and/or caged birds will not constitute such type of noxious or offensive activity as covered in Par IV, item 2.

All pets shall be kept leashed and under the control of their owner whenever they are outside the unit, and shall not be allowed to run free or unleashed at any time, or to otherwise interfere with the rights, comfort or convenience of other residents.

Dogs may not be walked on grassy areas near your neighbors' units, and must immediately be cleaned up after.

Pets must be vaccinated and kept in accordance with the County health Department laws and regulations. Contact the Waukesha County Humane Animal Program (896-8300) for more information.

Owners are responsible for all damages caused by their pets to common areas and to the property of others.

VIII. WILDLIFE FEEDING

No feeding of the wildlife is permitted with the exception of 4 small bird feeders per owner. No ground feeders of any kind are allowed. The areas under the feeders must be kept clean. No open feeding for geese and ducks is allowed. No shelters for wildlife can be placed on the property. Feeders placed on the 2nd floor units must have a tray under them that's larger than the feeder itself to catch excess feed from falling onto the other unit below.

IX. MOTOR VEHICLE OPERATION

Except as herein provided, no junk vehicle or other vehicle on which current registration plates are not displayed, no trailer, truck, camper, house trailer, or boat may be kept on any Common Elements.

Likewise, no repair or extraordinary maintenance of automobiles or other vehicles may be undertaken on any of the Common Elements. Minor vehicle repair work shall be permitted in emergency cases only, provided that the area is cleaned after repairs have been completed.

PARKING POLICY:

Vehicles shall be prohibited from parking upon the Common Elements.

Each unit shall have two assigned parking spaces on the apron outside of the unit's garage.

Each section of the development will also have a number of guest parking spaces for the use of visitors. These guest parking spaces are reserved solely for the use of visitors, and are not to be used for the parking of vehicles owned or operated by any unit owner or resident family member. No car shall be left in a guest space for longer than three days without the written consent of the Board.

X. ARCHITECTURAL MAINTENANCE/CONTROL

No structural alteration (construction, addition or removal) of any condominium unit or Common Element shall be commenced or conducted except in strict accordance with the provisions of the Declaration of Condominium Ownership and By-laws.

All changes proposed by the unit owner to the exterior of his/her unit shall be submitted in writing to the Architectural Control Committee. All requests shall include a written description and a diagram of the proposed changes, and must be signed by the unit owner. Once written approval has been received from the Committee and changes have been made, the unit owner must contact the Committee so that a final inspection may be made and signed off by the Committee.

No owner may make or cause to be made any change outside his/her unit without the prior express written approval of the Architectural Control Committee unless the Committee fails to respond within 60 days of a written request submitted by the unit owner.

A decision made by the Architectural Control Committee may be appealed to the Board of Directors.

ARCHITECTURAL POLICY:

1. The architectural covenant imposes a legal requirement on the Association to approve or disapprove construction of new structures, exterior additions or alterations to the original design of the units, and all subsequent alterations thereto BEFORE they are started by the unit owner. The Board of Directors has delegated to the Architectural Control Committee the task of reviewing applications and making recommendations to the board for the approval or disapproval.
2. It should be noted that approval of any project does not preclude subsequent adoption of more restrictive or more liberal standards where deemed necessary to maintain or improve overall architectural standards and harmony. No amendment shall affect any project approved prior to adoption of such amendment.
3. Any project or exterior modification which was completed prior to the issuance of these regulations which would normally require Board approval prior to initiation shall not be construed as setting a precedent, and will require Board approval before any major repairs, changes, and/or additions are made to said project or modification.
4. Before making any exterior changes or initiating any project which might be contrary to the architectural/maintenance standards, unit owners are reminded that non-approved changes cannot only be aesthetically offensive to their neighbors, but can also decrease the value of all units.
5. Any project, exterior modification, or other act in violation of these standards is subject to a citation by the Board and may require corrective action to bring the violation into immediate or future compliance with these standards.

Architectural Control Committee: Board of Directors

Unit owners must also comply with all state and municipal ordinances and building codes, and obtain any required permits, when making alterations to the interior or exterior of their units.

XI. ENFORCEMENT/PENALTIES

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Board believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the unit owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the removal of all violations.

Fines may be imposed for violation of any of the above rules, according to the following schedule:

1 st violation, after written warning	\$25.00
Repeated violation	\$50.00

The Board of Directors may not impose any fine or infringe upon any rights of a unit owner for violations of the rules unit the following procedures have been complied with:

1. If a violation of the rules is alleged in a written complain to the Board, the Board will notify the alleged violator in writing to cease and desist from the violation. This notification will include: (a) the nature of the alleged violation; (b) the action required to remove the violation, and (c) notification of a grace period of ten (10) days, within which the violation may be removed without penalty. Should the violation continue beyond the grace period, a fine will be imposed.
2. The violator may request a hearing within ten (10) days after imposition of the fine. The request must be made in writing and be addressed to the Board of Trustees. The hearing shall be held in executive session (that is, a closed session) of the Board, and will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.
3. If a violation is repeated within twelve (12) months of the first notice, a fine will be imposed without a grace period.
4. The decision of the Board in such matter can be appealed to the Courts of the state of Wisconsin.
5. If any unit owner fails to comply with the Rules and regulations, Declaration of Condominium Ownership or By-laws, or within any decision rendered under the Rules and Regulations, Declaration of Condominium Ownership and By-laws, the unit owner may be sued for damages or injunctive relief, or both, by the Board. The

prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.

A fine will be applied to the unit owner regardless of whether the offender is the unit owner, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the bill is not paid by the unit owner, a higher fine may be imposed.

If this fine remains unpaid, a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary. Other penalties for not paying the aforementioned fines and expenses may also be considered including, but not limited to, the following:

- A. Suing the unit owner for damages.
- B. Imposing criminal penalties through the proper authorities (violations of county or state laws).



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
02/19/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

PRODUCER  Bob Vitt 250 E Wisconsin Ave Ste 1510 Milwaukee, WI 53202-4231		CONTACT NAME: Bob Vitt PHONE (A/C, No, Ext): (414) 276-3446 FAX (A/C, NO): (414) 276-3277 E-MAIL: bob.vitt.cbdk@statefarm.com ADDRESS: PRODUCER CUSTOMER ID	
INSURED NORTHVIEW BEND CONDOMINIUM ASSOCIATION INC C/O REAL ESTATE SPECIALISTS PO BOX 438 PEWAUKEE, WI 53072-0438		INSURER(S) AFFORDING COVERAGE INSURER A : State Farm Fire and Casualty Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F : NAIC # 25143	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
REFER TO ACORD 101.

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	☒ PROPERTY					
	CAUSES OF LOSS DEDUCTIBLES					
	☐ BASIC	BUILDING			BUILDING	\$
	☐ BROAD	\$2,000.00			PERSONAL PROPERTY	\$
	☒ SPECIAL	CONTENTS			BUSINESS INCOME	\$ SEE ACORD 101
	☐ EARTHQUAKE				EXTRA EXPENSE	\$ SEE ACORD 101
	☐ WIND				RENTAL VALUE	\$ SEE ACORD 101
	☐ FLOOD				☒ BLANKET BUILDING	\$ \$16,636,000
					BLANKET PERS PROP	\$
					BLANKET BLDG & PP	\$
						\$
						\$
	☐ INLAND MARINE	TYPE OF POLICY				\$
	CAUSES OF LOSS	POLICY NUMBER				\$
	☐ NAMED PERILS					\$
						\$
	☐ CRIME					\$
	TYPE OF POLICY					\$
						\$
	☒ BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
REFER TO ACORD 101.

CERTIFICATE HOLDER Real Estate Specialists PO Box 438 Pewaukee, WI 53072-0438	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE IF SIGNATURE IS REQUIRED, PLEASE CONTACT AGENT.
---	---

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bob Vitt		NAMED INSURED NORTHVIEW BEND CONDOMINIUM ASSOCIATION INC	
POLICY NUMBER 99-EU-3039-8		EFFECTIVE DATE: 02/15/2024	
CARRIER State Farm Fire and Casualty Company	NAIC CODE 25143		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 24 **FORM TITLE:** Certificate of Property Insurance

Unit Owner:

NA - NA - Waukesha, - WI - 53188 - Unit Loan Number: NA - Number Of Units: 0080

Association Type: Residential Community Association Policy

Forms, Options and Endorsements:

CMP-4100	Businessowners Coverage Form
CMP-4249.2	Amendatory Endorsement
CMP-4550	Residential Community Assoc
CMP-4508	Money and Securities
FE-3650	Actual Cash Value Endorsement
CMP-4561.4	Policy Endorsement

Forms, Options and Endorsements:

CMP-4814	Dir & Officers	\$1,000,000
FE-6999.3	Terrorism Insurance Cov Notice	
CMP-4710	Emp Dishonesty	\$25,000
CMP-4705.2	Loss of Income & Extra Expense	
CMP-4784	Per Dwelling Building Deduct	
CMP-4829	Guaranteed Replacement Cost	

Coverages:

Business Liability	\$1,000,000
Medical Payments	\$5,000
Products-Completed Operations	\$2,000,000
General Aggregate	\$2,000,000

Coverage

Unless otherwise endorsed, this policy provides replacement cost coverage on described property and common areas detailed within the Association Covenants, Conditions, and Restrictions (CC&Rs) including the following types of property within a unit, regardless of ownership:

1. Fixtures, improvements and alterations that are a part of the building or structure; and
2. Appliances such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping.

Replacement cost coverage is subject to the terms and conditions of the policy and any endorsements.

Coverage under this policy may have been modified to provide actual cash value coverage rather than replacement cost coverage, or to remove specified property from coverage, if any endorsement containing in its title "ACV" or "Actual Cash Value," or "Additional Property Not Covered" is identified on this Certificate of Insurance.

Endorsements: FE-3650, FE-3653, FE-3658, and FE-3659 (Actual Cash Value) - These endorsements describe what the term "actual cash value" means where used in the policy. **However, these endorsements do not change any replacement cost coverage provided by the policy.**

This policy provides coverage on a standalone/individual condominium association.

Commercial General Liability

State Farm refers to this coverage as Business Liability Coverage. Coverage amount shown is Per Occurrence.

Loss of Rents, Loss of Income and Extra Expense

If this coverage is shown, limits are "Actual Loss Sustained". Contact the agent to confirm the number of day's coverage.

NORTHVIEW BEND CONDOMINIUM ASSOCIATION

SPECIAL OWNER'S MEETING - UW-EXT

Monday October 24, 2022 6:30PM

Meeting Minutes

Call to Order at 6:27 pm

Attendance: Doug of RES, board members Kevin, Irv, Todd, & Arnold

Approximate forty-one (41) owners represented.

Review of the 55-Page Building Reserve Study of NVB Condo Association Property.

- Coiled hard copies of the Reserve Study were provided

Kevin described why Building Reserves of Chicago was selected to conduct the study and that Real Estate Specialists (RES) does not conduct a detail reserve study for us as part of their monthly fees.

Owner's questions included a.) how much did the study cost? Answer: \$3,000; b.) seeing that our reserve is under-funded, why didn't RES push to increase dues & have a study years ago? Answer: Dues increases are never popular, majority of past dues increases covered only budget expenses and water costs, overall were minimal in past years, & now increases are unavoidable. Jeff Snyder stated during the initial 6-years the condo management did not include a reserve, only dues to pay annual expenses.

Page 1-1: effective Aug 1, 2022 we currently contribute to the Reserve at an annual rate of \$65,856.

- This rate/amount includes the \$50/Mo. Dues increase made effective Aug 1, 2022
- \$65,856 to Reserve = \$68.60 per Mo/Per Owner = \$823.20/Year/Owner

Page 1-1: effective Jan 1, 2023 we need to fund the Reserve at \$96,200 annual

- \$96,200 to Reserve = \$100.21 per Mo/Per Owner = \$1,202.52/Year/Owner
 - o Increase = \$31.61 per Mo/Per Owner = Increase of \$379.32/Year/Owner

EFFECTIVE JAN 1, 2023: \$50/Mo. Dues Increase ... to \$380/Mo.

- \$32/Mo/Owner to Reserve and \$18/Mo/Owner to Operating Budget

ACTION: Dues Increase Notice to be issued by RES Office.

Some of the largest projected expenditures listed in the Reserve Study are as follows:

Section 4-5 Gutters & Downspouts: \$398,412 over the 30-yrs, 2025 Est 1st Year of Replacement (Upsize to 5")

Section 4-7 Roofing & Shingles: \$2,297,551 over the 30-yrs, 2025 Est. 1st Year of Replacement

These (2) items likely replaced at same time = \$2,695,963 = 34.6% of the costs over 30-yrs

Section 4-8 Soffits & Facia, Aluminum: \$1,369,462 over the 30-yrs, 2041 Est. 1st Year of Replacement

Section 4-10 Walls, Vinyl Siding: \$595,783 over the 30-yrs, 2041 Est. 1st Year of Replacement

These (2) items need to be replaced at same time = \$1,965,245 = 25.8% of costs over 30-yrs

Sections 4-14 thru 4-16 Asphalt Repair & Replace \$ 1,587,653 over the 30-yrs, 2023 Est. 1st Year

Section 4-17 & 4-18 Concrete: \$311,324 over the 30-yrs, 2023 Est. 1st Year of Replacement

These (2) items likely replaced at same time = 1,898,977.00 = 24.9% of costs over 30-yrs

Additional Oct 24 Agenda Items:

1.) Year-To-Date Financials

- Reserve as of end Sept 2022 \$166,150 ... with \$27,250 cash ... net \$193,400 total assets.
- Compared to May 2022, Reserve was \$ 149,621 ... with \$ 29,770 cash ... net \$ 179,392 in total
- Compared to Dec 2021, Reserve was \$141,502 ... with \$12,926 cash ... net \$154,426 total assets

Six (6) Owners have not paid the \$500 special assessment that was due Aug 15, 2022. \$25 fines issued.

2.) Projects completed since the May 2022 Annual Owners Meeting

- a. Upper porch power wash, stain, replace (28) top railing boards, wash siding & patios
- b. 2125 gutters, clean all (3/8" shingle sediment), new hangers, re-level, seam patch
- c. Raise-Rite leveling and caulking of walkways
- d. Sump and radon testing. SUPER THANK YOU TO JEFF SNYDER & ARNOLD MUELLER
- e. Trimming weeds and cattails at west end of pond
- f. Trimming of (27) trees, remove (2) trees, remove (1) buckthorn & add fill/gravel

NOTE: Arbovitae will be trimmed by Scenic View during the pre-winter cut-backs.

3.) Gutters will be cleaned by end of November, either by RES work crew or by outside contractor.

4.) 2207 Radon motor and fan not operating. ACTION: Doug to issue work order to contractor.

5.) Bonnie Sallman 2125-U8 and Karen Cotter 2209-U7 will talk with owners & prepare a recommendation that may allow a limited number of rummage & estate sales. We need to enforce safe access to rummage sale location, minimize traffic to inner driveways & not create parking issues near any owner's garage door or walkway. To be discussed @ May 2023 Owners Meeting for possible NVB Rule adoption.

6.) Owners want Board Meetings posted on APPFOLIO calendar & Meeting Minutes accessible to all owners
ACTION: Doug Koller to determine if RES can provide this thru APPFOLIO to all Owners

7.) ACTION: Board & Real Estate Specialists to establish several CD's to enable approx. 3% earnings on Reserve funds, taking into account projected dates we will need access to cash for planned and unexpected projects.

Nominations & Vote for one (1) Board Member:

- Janet Enters (27) votes, Maria Roethe (7) votes & Jeff Snyder (7) votes
- Janet accepts her position on the Board

Motion to Close Meeting, Motion approved, at 8:27 pm

Sincerely,

Kevin Ramus

Kevin Ramus, NVB Condo Association President

Ramus.kevin@gmail.com

Doug Koller

Doug Koller, ARM. Managing Agent, Real Estate Specialists

doug.koller@realestatespl.com

And Board Members Irv Stanley, Todd Rosiak, Janet Enters, and Arnold Mueller