(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Unit Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Unit Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

POWERS

The corporation shall have all the powers enumerated in the Wisconsin Non-Stock Corporation Law, to the extent, not inconsistent with the Unit Ownership Act, or the Declaration, or the Bylaws, including without limitation, the following:

(a) To exercise exclusive management and control of the common areas and facilities and limited common areas described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the corporation as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common areas and facilities and limited common areas set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common areas and facilities and limited common areas as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the corporation and its members as set forth in the Declaration;

(g) To make and amend Bylaws and reasonable regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Unit Ownership Act, the Declaration, the Bylaws and any rules and regulations governing the use and operation of the condominium property;

(i) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the corporation; and

(j) To do all things necessary or convenient to effectuate the purposes of this corporation and the Declaration.

ARTICLE V

MEMBERS

The corporation shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership, shall be as set forth in the Bylaws of the corporation.

ARTICLE VI

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the initial principal office shall be 9380 West Loomis Road, Franklin, Wisconsin 53132. The name of its initial registered agent at that address is John E. Walton.

ARTICLE VII

DIRECTORS

The number of the directors of the corporation shall be fixed in the Bylaws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the Bylaws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial director is:

John E. Walton
9380 West Loomis Road
Franklin, Wisconsin 53132

Martin A. Jordan
8763 Parkview Court
Wauwatosa, Wisconsin 53226

Patrick W. Jordan
Kech, Mahin and Cate
One Maritime Plaza, 23rd Floor
San Francisco, California 94111-3577

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of this corporation is:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

ARTICLE IX

STOCK, DIVIDENDS, DISSOLUTION

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

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to the members of the corporation in accordance with their undivided percentage interest in the common areas of the condominium.

ARTICLE X

AMENDMENT

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

ARTICLE XI

RECORDING

These Articles shall be recorded in the Register of Deeds office for Milwaukee County.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 10th day of February, 1995.

STEPHEN A. HARTMAN

STATE OF WISCONSIN)
ss
WAUKESHA COUNTY)

On this 10th day of February, 1995, personally appeared before me the above-named Stephen A. Hartman, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

SUSAN M. BARTOS
Notary Public, State of Wisconsin
My Commission: August 23, 1998

This instrument was drafted by:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

RETURN TO:

Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

EVAN'S POND CONDOMINIUM ASSOCIATION
RULES & REGULATIONS
March 26, 2009

The community lifestyle association with condominium ownership is unique and in such a community, it is imperative that a harmonious atmosphere is achieved and preserved. It is important that the rights of others are recognized and protected while, at all times, acting in the best interest of the Association as a whole. In order that all owners' rights and enjoyment of their homes are accomplished, it is important that the Rules and Regulations be established to govern conduct and to maintain a quality living community.

Pursuant to Article 5.2 of the by-laws, the following Rules and Regulations have been prepared for the purpose of governing the day-to-day use of the common elements and the activities of owners, residents and visitors. They were formulated by the Board of Directors and based on Wisconsin Condominium law and the Evan's Pond Declaration and Bylaws.

Section 703.10 of the Wisconsin Condominium Law states,

"Every unit owner shall comply strictly with the bylaws and with the rules adopted under the bylaws, as the bylaws or rules are amended from time to time, and with the covenants, conditions, and restrictions set forth in the declaration or in the deed to the unit. Failure to comply with any of the bylaws, rules, covenants, conditions, or restrictions is grounds for action to recover sums due, for damages or injunctive relief or both maintainable by the association or, in a proper case, by an aggrieved unit owner."

These rules are our rules and we all shared the responsibility of enforcing them. Changes and amendments will be made from time to time or as experience dictates. If you feel any rules is unreasonable, or if you have any suggestions towards making them more easily understood, please submit your written comments to the Board of Directors c/o:

Prospect Management Company
224 N. 76th Street
Milwaukee, WI 53213

Please be advised that owners, residents, dependents, guests, and any other individuals using Evan's Pond are subject to the Declaration, Bylaws, and rules of Evan's Pond Condominium Association. Ignorance of the Rules and Regulations, after they have been duly published, will not be a defense or basis for non-compliance.

Every Unit Owner shall possess a copy of the Declaration, Bylaws and Rules of Evan's Pond Condominium Association. Upon the sale of an individual unit, the Association will provide an updated disclosure package to the buyer at the Unit Owner's request. The

Unit Owner shall be responsible for the actually cost incurred by the Association for providing same.

1. Owners/Agents must respect the appearance of the property and the Rules relative to posting signs, banners, etc.

2. The Board is required to maintain current records relative to owners, occupants, emergency contacts, etc. Cooperation is expected.

I. SCHEDULE OF FINES: Each day a violation continues after notice is given to the Unit Owner constitutes a separate violation.

1. Defacing or damage to common property:
   Minimum of $50.00 plus cost of repair.

2. Parking Violations:
   Indoor parking area - $25.00
   Outdoor parking area - $25.00

3. Late payment fees:
   Condo dues: There will be a service charge of $25.00 for late payment after the 10th of the month.

4. Non compliance with other Rules and Regulations in our governing documents or Fire Department regulations:
   1st incident - $25.00
   2nd incident - $35.00
   3rd incident - $50.00 minimum

5. Failure to comply with any of the Bylaws, Declaration or any other rules, regulations, covenants, conditions or restrictions imposed by law or the Association shall be grounds for action to recover sums due for damages, including actual attorney fees, or injunctive relief or both, maintainable for the Association.

6. Grievance Procedure.
   A. Any unit owner may file, in writing with the Secretary of the Association, a request for a hearing to dispute any fines issued for violations as set forth above. Upon receipt of the request for hearing, the secretary will schedule a hearing before the Grievance Committee, to be held no more than thirty (30), but not less than fourteen (14) days, after the written request is received. If a Unit Owner requests a hearing before the fine is imposed, the imposition of the fine shall be suspended until the hearing is held. Also, upon receipt of the request for hearing, the President of the Unit Owners' Association shall appoint the Grievance Committee. The Grievance Committee shall consist of three Unit Owners who are not members of the Board of Directors, relatives of

the Unit Owner requesting the hearing, witnesses at the hearing or persons otherwise interested in the hearing.

B. The hearing shall be conducted by the Grievance Committee. The Board of Directors and the Unit owner requesting the hearing shall be entitled to examine and cross-examine witnesses. When summoned by the Grievance Committee to do so, it shall be the obligation of each Unit Owner to appear and testify at the hearing and to produce records and data relevant to the subject matter of the hearing. The hearing shall be informal and conformity to the legal rules of evidence shall not be required. Within seven (7) days after the conclusion of the hearing, the Grievance Committee shall file a written decision with the Secretary which shall be binding upon the Unit Owners effective as of the date that the fine is used upon the Unit Owner.

II. GENERAL – RULES AND REGULATIONS

1. ***Unit maintenance:*** Each unit owner has the responsibility for maintaining the interior and all of its equipment, fixtures and appurtenances of his or her unit in good order, condition and repair, and in a clean and sanitary condition, as set forth in Article 10 of the Declaration of Condominium. This responsibility applies to assigned parking spaces. The unit owner also has the responsibility to keep patios, balconies and assigned outdoor parking spaces in a good, clean, sanitary and attractive condition.

2. ***Alteration, construction or removal:*** Nothing shall be altered or constructed in or removed from the common elements and facilities, except upon the written consent of the Association.

3. ***Noxious activity:*** No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become and annoyance or nuisance to others.

4. ***Satellite Dish:*** There shall be no television satellite dish of any type placed upon any of the common elements without the prior written consent of the Association.

5. ***Signs:*** No sign of any kind shall be displayed to the public view on or from any unit or the common areas without prior consent of the Association (Article VI, Section 6.1, d.).

III. USE OF UNITS:

1. No unit shall be occupied or used for any purposes other than a single-family private residence. However, a Unit Owner may use his or her unit for a home office so long as the office does not:
    a. Violate city zoning;

    b. Add to Association insurance costs;

c. Have signage; or

d. Have customers or regular deliveries

2. **RENTAL OF UNITS:**
   a. All leases or rental agreements shall be in writing with one copy sent to the management firm for use by the Board of Directors.

   b. All units must be leased for a minimum of six (6) months.

   c. Any person occupying a unit with the authority of an owner shall comply with the Rules and Regulations as well as the Bylaws of the Association.

   d. The owner of any such rented unit shall provide the Association with the occupant's name, telephone number, and emergency contact information.

   e. No rooms in any unit may be rented and no transient tenants may be accommodated.

   f. The owner of a rented unit shall be responsible for any damage of his or her tenant to the unit, common element or limited common element.

V. PARKING:

1. Outdoor parking spaces shall be available for the exclusive use of unit owners and their visitors.

2. Outside parking of mobile homes, trailers, boats and oversized vehicles is not permitted without Board approval.

3. There is a maximum of two vehicles per unit (car, van, truck or non-motorized camper). Each unit is assigned two parking spaces.

4. Storage of inoperable, inactive or damaged vehicles is not permitted.

5. Major mechanical work on vehicles is not permitted in the outdoor parking areas.

6. All snowed-in vehicles must be moved to a plowed-out area within 72 hours after a 2-inch snowfall.

7. No vehicle shall block the access to another unit, another garage, driveway, or the approach thereto.

8. **INDOOR PARKING AREA:**

   a. Parking of vehicles must be between the lines in the assigned stalls.

b. No major mechanical work on vehicles is permitted.

c. Storage of personal property is not allowed in your parking space. All storage items must be placed in your storage locker or unit.

d. Floor drains are not to be used for disposing of oil, paint, varnish, grease, etc. These materials should be placed in sealed containers and put into the trash bins, or disposed of at community facilities specifically provided for such materials.

VI. GROUNDS:

1. Occupants may not plant trees, shrubs, flowers, mulch, etc., on any common area without permission and direction of the Board. This does not apply to patios or balconies.

2. No major alterations, such as the installation of awnings, sunshades, canopies, etc., are permitted.

3. GRILLS: Rules developed based on City of Franklin Fire Department Codes:

   a. Grills may not be stored on second-story balconies.

   b. Grills may be stored on a first floor patio within ten feet of a building when not in use.

   c. The use of fire pits, gas appliances, or charcoal grills is not allowed on a porch or balcony.

   d. Grilling may be done on the ground level provided the grill is a minimum of ten (10) feet away from all buildings and patios.

IX. PETS/ANIMALS:

1. Pursuant to Article 6(e), no reptiles or uncaged birds shall be permitted within the Condominium.

2. Unit owners may keep no more than two (2) cats or one (1) dog weighing less than forty-five (45) pounds per Unit.

3. Each pet must be under twenty six (26”) inches in height when measured from the base of its forepaw to the top of the corresponding shoulder.

4. Pets are not permitted on any of the Common Elements while unattended or unleashed.

5. The individual attending the pet shall immediately dispose of any and all of the pet's solid waste in the proper disposal areas.

6. The pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or violates the rules in any way.

7. Any and all costs of repairing damage caused by a pet shall be borne by its owner.

8. The owner of the pet must comply with such rules of pet ownership. Any Unit Owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five hundred dollars ($500.00) per month or part there of until the owner has complied (Article VI, Section 6.1, e, vii).

X. FOR SALE SIGNS or SIGNAGE

1. Open house signage is permissible provided it is temporary. Example, Open house 12:00-3:00PM, the signs can go up prior to and be removed immediately afterward. For each day that the event occurs they would repeat the same procedure. No signage can be left up day after day.

   Removal of literature or real estate fact sheet receptacles (boxes) should also be removed along with all real estate signage whether free standing, in unit windows or limited common areas.

EVAN'S POND CONDOMINIUM ASSOCIATON INC.
RULES AND REGULATIONS
CHANGES AS OF July 26, 2004

Mulching:

1. Owners will be allowed to mulch and they are given three colors to choose from: brown, gold or red. The Board asks that all owners do the mulching together in a building and that a weed barrier is put down, but it is not required.

Parking:

1. Owners will be allowed to park on the surface lot spaces even if they have two assigned spaces, provided that the car is moved off of the spaces and out of the property once in a 24 hour period.

2. Any third vehicle on the property must be removed with a 30 day period from the property permanently unless just cause can be given to the Board as to why it should be allowed to stay.

Evan's Pond Condominium Association

RESOLUTION AMENDING RULE REGARDING LATE FEES

WHEREAS, the board of directors of the Evan's Pond Condominium Association is empowered to adopt rules and regulations from time to time pursuant to BYLAWS Article 5.2,

WHEREAS, there is a need to enforce that the members of the Association pay the installments and the assessments for the operations and expenses of the Association in a timely manner,

WHEREAS, it is the intent of the Board of Directors to meet all financial obligations in a timely manner,

THEREFORE BE IT RESOLVED, that **"assessments which are 30 days delinquent will be forwarded to an attorney for collection, at which time a lien will be placed upon the unit, and the attorney shall be instructed to proceed to collect that lien through a foreclosure action. (By-Laws Article 5 Section 5)"** Will be added to the Rules and Regulations of the association under section **I. SCHEDULE OF FINES:**

BE IT FURTHER RESOLVED that **"any monthly assessment not paid on or before the 10th day of the month it is due shall be delinquent and a $50 late fee will be assessed against the unit owner,"** will be added in place of stricken "There will be a service charge of $25.00 for late payment after the 10th of the month."

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

The board of Directors adopted this resolution on October 15th, 2020, with the policy to take effect on November 15th, 2020

Susan Winnie
President

10/18/2020

Claire Ogowski
Secretary

PROSPECT MANAGEMENT COMPANY

Evan's Pond Condominiums
RESOLUTION ADDING RULE

WHEREAS the board of Directors of Evan's Pond Condominium Association, INC. (the "Association") has the power to create rules and resolutions pursuant to Article 5.2 of the By-Laws;

WHEREAS it is in the best interest of the Association to address smoking in certain areas of the association and readdress homeowner concerns regarding mulch,

THEREFORE, BE IT RESOLVED that the association strike previous language and adopt the following rule into the rules and regulations under the provided heading;

Mulching

1. **Owners will be allowed to mulch ~~and they are given three colors to choose from: brown, gold or red. The Board asks that all owners do the mulching together in a building and that a weed barrier is put down, but it is not required~~ their common area space adjacent to their unit, provided that the mulch matches in color and type to the mulch installed on the rest of the property.**

Parking:

3. No Smoking is allowed in Underground Parking areas.

BE IT FURTHER RESOLVED that a copy of this resolution will be sent to all current homeowners at Evan's Pond Condominium Association at their present known addresses. The Board of Directors adopted this resolution on October 11th, 2021 with the policy to take effect on December 20th, 2021.

President Frank Hejdak

Vice President *Georgette Stamm*