

DISCLOSURE MATERIALS

FOR

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

Property Address:

10600 – 10736 North Magnolia Drive
10700-10733 North De La Warr Circle
10604 – 10723 North Winslow Drive
1627 – 1722 West Bradford Drive
1402 – 1528 West De La Warr Circle
1426 – 1533 West Greenbriar Lane
1701 – 1733 West Winslow Court
1606 – 1643 North Winslow Drive
Mequon, Wisconsin 53092

1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

INDEX

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

1. **EXECUTIVE SUMMARY**: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary can be found in section A.
2. **DECLARATION**: The Declaration establishes and describes the condominium units and the common areas. The Declaration can be found in section B.
3. **BY-LAWS**: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws can be found in section C.
4. **ARTICLES OF INCORPORATION**: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation can be found in section D.
5. **MANAGEMENT OR EMPLOYMENT CONTRACTS**: Certain services are provided to the condominium through contracts with individuals or private firms. The Contracts can be found in section E.
6. **ANNUAL OPERATING BUDGET**: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget can be found in section F.
7. **LEASES**: There are no leased facilities at this condominium.
8. **EXPANSION PLANS**: There are no expansion plans in effect at this condominium.
9. **FLOOR PLAN(S) AND MAP**: The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and the common areas which are part of the condominium. The map can be found in the Declaration which can be found in section B.
10. **RULES AND REGULATIONS**: The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations can be found in section G.
11. **STATUTORY RESERVE ACCOUNT**: The condominium does not have a Statutory Reserve Account. The Statutory Reserve Account Statement can be found in section H.
12. **OTHER IMPORTANT INFORMATION AND DOCUMENTS**: The Other Important Information and Documents can be found in section I.

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Concord Place Condominium

This Executive Summary highlights some of the information that prospective buyers of units in Concord Place Condominium are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. However, there are provisions and information contained in the Disclosure Materials that will be of importance and significance to a unit owner that are not included in this Executive Summary. *This summary 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.*

1. **Condominium Name.** Concord Place Condominium.
2. **Condominium Governance.** The condominium is governed by Concord Place Condominium Association, Inc. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.
3. **Association Management.** The Association has engaged Hunt Management Incorporated to serve as the Managing Agent for the condominium.
4. **Association Contact Information.**

Contact Name:	Hunt Management
Phone:	(262) 238-1480
Email:	ClientServices@HuntManagement.com
Mailing Address:	10520 N. Baehr Road, Suite Q, Mequon, WI 53092

5. **Can the condominium be expanded in the future?** No.
6. **Does the condominium have special amenities or features?** No.
7. **Maintenance and Repair of Units.** Each unit owner, at his or her own expense, is responsible for the maintenance, repair, and replacement of the unit which includes, but is not limited to: walls, floors, ceiling, doors, windows, glass surfaces, screens, plumbing, electrical, lighting, appliances, heating and air conditioning equipment, utility lines and other improvements and fixtures located therein. (See also Par. 8, below, regarding unit owner responsibility for exterior of buildings).
 - For specific information, see: Bylaws, Art. IX, § A and Art. X, § A.
8. **Maintenance and Repair of Common Elements and Limited Common Elements.**

Association Responsibilities: The Association shall provide services to the Limited Common

Elements including driveway crack filling and sealing, lawn mowing, fertilizing of lawns and shrubs, weed control, shrub and tree pruning, spring and fall clean-up, driveway snow plowing, sidewalk snow shoveling, and exterior light bulb replacement for street-fronting yard lights and exterior Building fixtures. The Association shall also be responsible for the maintenance, repair and replacement of the street lighting system (lights, for which the Association is responsible for the electric bills) and the underground water system line from the street water main until it reaches the Unit itself.

Unit Owner Responsibilities: The unit owner is responsible for the following exterior components appurtenant to his/her units: roof, exterior wall surfaces, gutters, downspouts, exterior painting and sprinklers. In addition, the unit owners shall maintain, repair and replace the following limited common elements appurtenant to their unit: patio, deck, driveways, sidewalks, berms, trees and shrubbery, mail boxes, yard lights (if any), sprinkler system (if any), ponds (if any) and utility lines (except the water system).

How does the Association pay for repairs and replacements? Routine maintenance and repair of the common elements is paid through the operating fund. The Association funds the operating fund from unit owner assessments. For extraordinary or unexpected expenses, the Association may also use the reserve funds or special assessments to fund such repairs or replacements.

- For specific information, see: Declaration, §5.C., as amended; Bylaws, Art. X, § A

9. **Alterations of Units and Limited Common Elements.** A unit owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of his/her unit or any portion of the unit that is visible from the outside without the prior written consent of the board of directors and/or the Building and Grounds Committee.

Notwithstanding the foregoing, a unit owner may make interior improvements and alterations within the unit without approval or review of the board of directors provided such improvements or alterations do not impair the structural integrity of the building.

- For specific information, see: Declaration, § 5, B., as amended; Bylaws, Art. VII, § B and Art. X; Rules & Regulations.

10. **Parking.**

Availability: Each unit has a two-car garage and driveway.

If a Unit Owner owns one or two vehicles, such vehicles must be parked regularly within the garage. If more than two vehicles are owned by the Unit Owner(s), or owned by another family member living in the unit, one additional vehicle may be parked on the driveway, provided it is in regular use and is a standard passenger vehicle.

Cost: There is no additional cost for parking.

Guest Parking: Garage or driveway, space permitting, otherwise street parking.

- For additional rules and restrictions see: Rules & Regulations, § 2.

11. **Rental of Units:** Owners may lease their unit provided the rental term is not less than one (1) year. Owner of unit shall provide Association with a copy of the lease and tenant's contact information. Tenants shall comply with the terms and conditions of the Association's governing documents.

- For specific information, see: Declaration, § 10; Bylaws, Art. XI, § A.2; Rules & Regulations.

12. **Pets:**

Number and Type of Pets Allowed Per Unit: Each unit may have up to two (2) dogs or two (2) cats or one (1) dog and (1) cat together with a reasonable number of small caged pets, such as canaries, hamsters, etc.

Pet Rules: All pets shall be controlled by the unit owner at all times and shall be leashed when on the common elements. Pets shall not be allowed to create a nuisance or annoyance. Unit owners are responsible for immediately disposing of all pet waste.

- For specific information, see: Bylaws, Art. XI, § B; Rules & Regulations.

13. **Amendments:** Wisconsin law allows the unit owners to amend the Declaration, Bylaws, Rules and Regulations 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.

Declaration: The Declaration may be amended with the written consent of at least of two-thirds (2/3) of the unit owners, subject to mortgage approval.

By-Laws: The Bylaws may be amended by the affirmative vote of sixty-seven percent (67%) of the unit owners.

Rules & Regulations: Rules and Regulations may be adopted or amended by the Board of Directors.

- For specific information see: Declaration, § 21; Bylaws, Art. IX, § D and Art. XII.

14. **Fees on Declarant-Owned Units:** This category is not applicable to this condominium because there are no unsold, declarant-owned units in the condominium.

15. **First Right to Purchase a Unit:** The Association does not have a first right to purchase a unit (also known as a "right of first refusal").

16. Transfer Fee: The Association charges a transfer fee in connection with the transfer of ownership of a unit in the amount of \$100.00. (Declaration, § 8, F.)
17. Disclosure Material Fee: The actual cost of furnishing the information or \$50.00, whichever is less pursuant to Sec. 703.33(2m)(a) Wis. Stat. The Disclosure Materials are also available on the Managing Agent's website, at no charge – www.huntmanagement.com
18. Payoff Statement Fee: The Association does not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge up to \$25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.
19. Reserves. The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account.
20. Reserve Balance. The amount of the reserve balance is \$ 153,682.75 . This amount is current as of January 8, 2026 .

This Executive Summary was prepared or revised on January 8, 2026.

©2019 von Briesen & Roper, s.c.

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

441768

VOL 697 PAGE 1

DISCLOSURE MATERIALS

CONCORD PLACE CONDOMINIUM ASSOCIATION
Mequon, Wisconsin

15-128- {0001 THRU 0012} .000 *
15-128- {0021 + 0022} .000 *
15-128- {0025 THRU 0032} .000 *
15-128- {0043 THRU 0048} .000 *
15-128- {0051 THRU 0068} .000 *
15-128- {0073 THRU 0101} .000 *
15-128- {0103 THRU 0105} .000 *
15-128- {0107 THRU 0116} .000 *

DECLARANT; Concord Place Condominium Association, Inc.
1414 West De La Warr Circle
Mequon, Wisconsin 53092

SELLER; Name - _____

Address - _____

RECORDED

1991 APR -2 PM 1:50

Ronald H. Wright
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

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

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

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

February 1, 1991

CONCORD PLACE CONDOMINIUM

INDEX OF DISCLOSURE MATERIALS

1. **DECLARATION.** The Amended and Restated Declaration describes and amends the Condominium, the Units and the Common Elements. The Amended and Restated Declaration begins on page A-1.
2. **BYLAWS.** The Amended and Restated Bylaws contain rules which govern the Condominium and affect the rights and responsibilities of Unit owners. The Amended and Restated Bylaws begin on Page B-1.
3. **ARTICLES OF INCORPORATION.** The operation of the Condominium is governed by the CONCORD PLACE CONDOMINIUM ASSOCIATION, INC. (the "Association" or the "Declarant") of which each Unit owner is a member. Powers, duties, and operation of the Association are specified in its Amended and Restated Articles of Incorporation. The Amended and Restated Articles of Incorporation begin on page C-1.
4. **MANAGEMENT OR EMPLOYMENT CONTRACTS.** There are no written contracts with individuals or private firms to provide management services to the Condominium. When deemed appropriate, the Association will consider and enter into written contracts for services such as management services, maintenance of landscaping, snow removal, etc.
5. **ANNUAL OPERATING BUDGET.** The Association incurs expenses for the operation of the Condominium which are assessed to the Unit owners. The operating budget is an estimate of those charges which are in addition to mortgage, if any, and utility payments. The budget begins on page D-1.
6. **LEASES.** There are no written leases affecting the Condominium or its Unit owners.
7. **EXPANSION PLANS.** The Declarant has reserved the right to expand the Condominium in the future. A description of the plans for expansion and its effect on Unit owners is contained in the Amended and Restated Declaration.
8. **FLOOR PLAN AND MAP.** The Seller has provided a floor plan of the Unit being offered for sale and a map of the Condominium which shows the location of the Unit you are considering and all facilities and Common Elements which are part of the Condominium. The floor plan and map begin on page E-1.

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
CONCORD PLACE CONDOMINIUM

TABLE OF CONTENTS	Page
1. RECITALS	A-1
2. LEGAL DESCRIPTION, NAME, DEFINITIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS	
A. Legal Description	A-2
B. Name	A-2
C. Definitions	A-2
3. DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS	
A. Description of the Buildings and Units	A-2
B. Construction of the Buildings.	A-2
C. Party Walls	A-3
4. COMMON ELEMENTS	
A. Common Elements	A-3
B. Use	A-3
5. LIMITED COMMON ELEMENTS	
A. Description	A-4
B. Use	A-4
C. Maintenance	A-4
6. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	A-4
7. ENCROACHMENTS AND EASEMENTS	
A. Encroachments	A-5
B. Utility Easements	A-5
C. Benefits	A-5
D. Creation	A-5
8. ASSOCIATION OF UNIT OWNERS	
A. Duties and Obligations	A-6
B. Voting	A-6
C. Association Personnel	A-6
D. Board's Determination Binding	A-6
E. Election of Directors	A-6
F. Transfer Fees	A-7
G. Right of Appeal	A-7

9. SEPARATE REAL ESTATE TAXES	A-7
10. RIGHT OF OWNER TO LEASE UNITS	A-7
11. INSURANCE	
A. Association Insurance	A-8
B. Cost	A-9
C. Exclusions from Coverage	A-9
12. COMMON EXPENSES AND SURPLUSES	
A. Common Expenses	A-9
B. Common Surpluses	A-9
C. Liability for Common Expense	A-9
13. ASSESSMENT FOR COMMON EXPENSES	
A. Covenant to Pay Assessments	A-9
B. Purpose of Assessments	A-10
C. Annual Budget	A-10
D. Failure to Prepare Monthly Assessments for Common Expenses	A-10
E. Special Assessments	A-10
F. Rate of Assessment	A-11
G. Late Payments	A-11
H. Liens	A-11
I. Rights of Mortgagees	A-11
J. Statement of Assessments	A-11
14. PARTITION OF COMMON ELEMENTS PROHIBITED	A-11
15. DESTRUCTION AND RECONSTRUCTION	
A. Destruction and Reconstruction of Units	A-12
B. Destruction and Reconstruction of Common Elements	A-12
16. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS	A-13
17. EXPANSION OF CONDOMINIUM	
A. Reservation of Right to Expand	A-13
B. Future Unit Owners Subject to this Declaration	A-13
C. Annexation	A-14
D. Easement to Future Unit Owners	A-14
E. Consent of Present Unit Owners	A-14

18. CONSTRUCTION OF BUILDINGS	
A. Architectural Control of Unbuilt Units	A-14
B. Responsibilities Assumed by Builders	A-15
C. The Association May Sell Unbuilt Units	A-15
19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER	A-15
20. RIGHT OF ENTRY	A-15
21. AMENDMENTS TO DECLARATION	A-16
22. NOTICES	A-16
23. SERVICE OF PROCESS	A-16
24. REMEDIES FOR VIOLATIONS BY UNIT OWNERS	A-16
25. TERMINATION	A-17
26. WATER SUPPLY SYSTEM	A-17
27. NUMBER AND GENDER	A-17
28. CAPTIONS	A-17
29. SEVERABILITY	A-18

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
CONCORD PLACE CONDOMINIUM

This Amended and Restated Declaration (hereinafter the "Declaration") is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes (hereinafter the "Act") this 11 day of FEB., 1991, by CONCORD PLACE CONDOMINIUM ASSOCIATION, INC., (hereinafter the "Association" or the "Declarant").

1. RECITALS

A. De La Warr Joint Venture, as the original declarant and pursuant to Chapter 703, Wisconsin Statutes, executed a declaration of condominium entitled "Declaration of Unit Ownership and of Easements, Restrictions, Covenants and Conditions for Concord Place Condominium" (hereinafter the "First Declaration") affecting certain real estate located in Mequon, Wisconsin, as described in Exhibit A attached hereto and incorporated herein, together with all buildings and improvements thereon (hereinafter referred to as the "Property") which was submitted to the condominium form of use and ownership as provided in the Act and the First Declaration and caused the First Declaration to be recorded on July 10, 1980, in the office of the Register of Deeds for Ozaukee County, Wisconsin, in Volume 452 of Records, at pages 6 through 82, as Document No. 320036; and

B. Section 703.09(2), Wisconsin Statutes, provides that a declaration of condominium may be amended with the written consent of two thirds of the Unit owners, with the approval of the Mortgagee of the Unit, if any; and

C. In accordance with Section 703.15(2) (c), Wisconsin Statutes, the First Declaration provides the declarant control of the Association shall transfer to the Unit owners upon the expiration of a period of thirty days after the conveyance of 75% of the Common Element interest to purchasers; and

D. All of the mortgagees of the Condominium have consented in writing to the amendment and restatement of the First Declaration as set forth below; and

E. In accordance with Section 703.09(2), Wisconsin Statutes, the Association hereby amends and restates the First Declaration and it does hereby declare that the Property is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which Property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions

and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Association, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION, NAME, DEFINITIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS.

A. Legal Description. The Property hereby submitted to the provisions of the Act is legally described on Exhibit A attached hereto and made a part hereof.

B. Name. The Property and all improvements now or subsequently placed and all appurtenant rights thereon shall be known as CONCORD PLACE CONDOMINIUM (hereinafter the "Condominium").

C. Definitions. For all purposes related to this Declaration, the Articles of Incorporation and the Bylaws of the Association, the following words and terms whenever used shall have the same meaning as provided for such words and terms in the Act: "Association," "Common Elements," "Common Expenses and Common Surpluses," "Condominium," "Declarant," "Declaration," "Expandable Condominium," "Limited Common Elements," "Majority of Unit owners," "Mortgagee," "Person," "Property," "Unit," "Unit owner," "Condominium Plat," "(see Exhibit D - Definitions per Wisconsin Statute)."

(i) The word "Buildings" whenever used herein means the structures located on the Property which contain the Units.

(ii) The word "Occupant" whenever used herein means a person other than the owner in possession of one or more Units.

3. DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS.

A. Description of the Buildings and Units. The Condominium shall consist of fifty-six (56) Buildings, each containing two (2) Units except for two (2) Buildings which contain only one Unit. The Buildings are depicted on the Condominium Map attached hereto as Exhibit B and made a part hereof.

B. Construction of the Buildings. The Buildings are principally of wood frame construction with roofs of asphalt or cedar shake shingles. Each Unit shall be equipped with its own individual heating and air conditioning systems. Each Unit shall include a hood fan, garbage disposal, cabinets, and fixtures installed therein. All Units shall be serviced and separately metered for utilities.

All Units are shown on the Condominium Map attached hereto as Exhibit B and incorporated herein by reference. The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Condominium Map. The Units shall have such addresses as provided in attached Exhibit C.

C. Party Walls. Each wall which is built as a part of the original construction of the Buildings and placed on the dividing line between the Units shall constitute a party wall, and to the extent not inconsistent with the provisions of this Declaration, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by the Unit owners who make use of the wall in proportion to such use. The right of any Unit owner to contribution from any other such Unit owner under this Section 3 shall be appurtenant to the land and shall pass to such Unit owner's successor in title.

4. COMMON ELEMENTS.

A. Common Elements. The Common Elements shall consist of all of CONCORD PLACE CONDOMINIUM improvements and appurtenances, except the Buildings containing individual Units, as each of the aforementioned is hereunder defined and excepting and subject to the following:

1. Any structures built or improvements installed by or for municipal sewer service and public utilities; and

2. Any road in the development conveyed to the City of Mequon.

The Common Elements include without limitation, the land on which the Buildings are located, outside sidewalks and driveways, landscaping, the well, pump house, water supply system and related facilities, all pipes, wires, pumps, mechanical and electrical equipment, conduits and public utility lines running through a Unit and serving more than one Unit or serving the Common Elements, or any part thereof, all water and sewer laterals and the Limited Common Elements.

B. Use. Each Unit owner, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such owner's Unit as a place of residence, and such other incidental use as permitted by this Declaration, which right shall be appurtenant to and run with the Unit.

5. LIMITED COMMON ELEMENTS.

A. Description. Those portions of the Common Elements for the exclusive use and benefit of a Unit shall be designated as Limited Common Elements. The Limited Common Elements shall be described as the area included within the surveyed lot line of a Unit and shall include specifically (1) the land under each Unit, (2) the space above each Unit, (3) the patio, deck, sidewalk and driveway of each Unit, (4) the lawn, berm and landscaping of each Unit, (5) the utility lines within the Unit lot line, and (6) the sprinkler system and pond, if any, associated with each Unit, which also shall be reserved for the exclusive use of the owner or Occupant of the Unit.

B. Use. The use of such Limited Common Elements shall be governed by the Bylaws of and such rules and regulations as may be established by the Association of Unit owners and no Unit owner shall use or permit the use of any of the Limited Common Elements in any manner contrary to such Bylaws and rules and regulations. Neither the Unit owners nor Occupants shall paint or otherwise decorate or change the appearance of the Limited Common Elements without the prior written approval of the Building and Grounds Committee.

C. Maintenance. Each Unit owner shall be responsible for their maintenance, repair or replacement of the following Limited Common Elements: patios, decks, sprinkler systems, ponds and utility lines (except the water system). The Association shall be responsible for any expenses of maintenance, repair or replacement of the following: sidewalks, driveways, lawns, landscaping, berms and the water system until it reaches the Unit itself. A Unit owner shall be responsible for maintenance, repair or replacement of any of the listed items of Association responsibility if the damage was caused by the negligence of such Unit owner or Occupant or if such damage is covered by such Unit owner's individual condominium Unit owners insurance.

6. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Unit owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit owners in the percentage determined pursuant to the formula described below. The formula for the percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to this Declaration. Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as the Association or the original declarant has granted or as the Association may hereafter grant to the City of Mequon or any public utilities, or for sewer service, and subject to the reservation provided for in Section 4(A) (2) of this Declaration. The Common Expenses and Common Surpluses of the Property shall be shared by the owners of the respective Units according to the percentage of their undivided interest in the Common Elements and Limited Common Elements except as provided in Section 11B and Section 15A hereof.

7. ENCROACHMENTS AND EASEMENTS.

A. Encroachments. If by reason of construction, reconstruction, settlement, shifting, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Elements or Limited Common Elements, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit, Common Elements or Limited Common Elements so encroaching so long as all or any part of such Unit, Common Elements or Limited Common Elements so encroaching shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any Unit or in favor of the owners of the Common Elements and Limited Common Elements if such encroachment occurred due to the willful conduct of said owner.

B. Utility Easements. Easements are hereby reserved for the benefit of each Unit owner declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, cable television, telephone wires and equipment over, under, along and on any part of the Common Elements and Limited Common Elements.

C. Benefits. All easements and rights described herein are easements appurtenant to, shall run with the land, and shall inure to the benefit of and be binding on the undersigned, its successors and assigns, and any owner, purchaser, mortgagee and other person having an interest in said land, or any part or portion thereof.

D. Creation. The Association, acting by and in the discretion of its Board of Directors, reserves the right to grant to the City of Mequon, or to public or to semi-public utility companies, easements and rights-of-way over Common Elements and Limited Common Elements for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, television signals, telephone and for other purposes, for sewers, storm water drains, gas mains, water pipes and mains and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. Such easements and rights-of-way shall be confined, so far as possible, in underground pipes or conduits, and in an area within ten feet of all Limited Common Element boundaries, with the necessary rights of ingress and egress therefrom, and with the rights to do whatever may be necessary to carry out the purposes for which the easement was created. Reference in the respective deeds of conveyance, or in any mortgage or land contract or other evidence of obligation to the easements and rights described in this Declaration shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.

B. ASSOCIATION OF UNIT OWNERS.

A. Duties and Obligations. All Unit owners shall be entitled and required to be a member of an association of Unit owners to be known as the CONCORD PLACE CONDOMINIUM ASSOCIATION, INC. (herein the "Association" or the "Declarant") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements and Limited Common Elements. Each such 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 an owner may be a member of the Association, and a 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 further security for a loan secured by a lien on a Unit. Such Association has been incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each Unit owner and the Occupants of the Units shall abide by and be subject to this Declaration and the Bylaws and rules and regulations, as amended, of the Association. The Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the Bylaws.

B. Voting. Each Unit owner shall have one (1) vote for each Unit owned. If any Unit owner consists of more than one person, the voting rights of such Unit owner shall not be divided but shall be exercised pursuant to the Bylaws.

C. Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for lawn and tree service, street lighting, trash collection, snow removal and such other common services as may be required for each Unit or the Common Elements. The Association shall have the power to contract for such common services with other Condominium Associations.

D. Board's Determination Binding. In the event of any dispute or disagreement between any Unit owners relating to the Property or any interpretation or application of the provisions of the Declaration or Bylaws, the determination thereof by the Board of Directors shall be final and binding on each and all of such Unit owners, except as otherwise provided by law and subject to the right to appeal as provided in paragraph 8 G herein.

E. Election of Directors. The Board of Directors of the Association shall be elected in the manner provided in the Bylaws.

F. Transfer Fees. Each purchaser of a previously untitled Unit shall make an initial payment of \$ 250 to the Association at the time of such initial conveyance. Each purchaser of a previously titled Unit shall make a payment to the Association at the time of conveyance of ownership of \$ 100 or such other sum as may be determined by the Association by majority vote at a duly called meeting. All such payments shall be credited to the Association's annual income and accounted for as transfer fees.

G. Right of Appeal. The right of the Board of Directors to make a determination in any dispute involving Unit owner(s) as provided for in this Declaration and Bylaws, shall be subject to the right of appeal by the involved Unit owner(s). Such notice of appeal must be filed in writing with the Secretary within fifteen (15) days of such Board of Directors determination. The Board of Directors will re-review its determination utilizing whatever information is submitted and within thirty (30) days thereafter shall affirm or overrule its initial determination. If such appeal is denied, the involved Unit owner(s) may request that a special meeting of the Association be called within a reasonable time frame to have the Association as a whole consider the appeal. The respective positions of the appealing Unit owner(s) and the Board of Directors shall be reduced to writing and provided to Association members at least ten (10) days prior to the special meeting. Special proxies will be allowed for voting on the appeal for those Association members who are unable to attend the meeting. No general proxies will be permitted. For an appeal to be sustained requires two-thirds (2/3) of the votes of the Unit owners present or represented by special proxy, at the meeting, provided a quorum is present.

9. SEPARATE REAL ESTATE TAXES.

Real estate taxes shall be separately taxed to each Unit owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that for any years such taxes are not separately taxed to each Unit owner, but are taxed on the Property as a whole, then each Unit owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

10. RIGHT OF OWNER TO LEASE UNITS.

Each owner shall have the right to lease his Unit, provided, that the owner intending to lease the Unit shall notify the Association of the tenant's name and telephone number, and shall provide the Association with a copy of the lease. The right to lease shall also be subject to such reasonable restrictions as may be provided for in the Bylaws and rules and regulations of the Association. Such lease shall be of at least one year's duration unless a written waiver is approved by the Board of Directors.

11. INSURANCE.

A. Association Insurance. The Association shall obtain and continue in effect single entity insurance coverage on the Buildings and other improvements on or within the Condominium in an amount equal to the maximum insurable replacement value, with "agreed amount" and "Condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be reviewed annually by the Board of Directors, together with a "waiver of subrogation" with respect to all Unit owners, their family members and officers and Directors of the Association affording protection against loss or damage by common "all-risk" perils coverage and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the owners of Units and their Mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustee for the Unit owners and their Mortgagees for the express purpose of reconstruction and repair or as otherwise provided in Section 15 hereof. The Association may engage the service 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 may determine consistent with the provisions of these Bylaws. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of \$250,000 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the Mortgagee or owner of any Unit so destroyed.

The foregoing provisions of this Section 11 are without prejudice to the right of any owner of a Unit to obtain individual Unit insurance; provided, however, that no Unit owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reasons of the provisions of this Section 11.

The Association shall provide public liability insurance covering the Common Elements and the Limited Common Elements and Directors', officers' and committee members' liability insurance in such amounts as may be determined in the discretion of the Board of Directors from time to time. The Association may also provide workmen's compensation insurance and such other insurance coverage, as in the opinion of the Board of Directors of the Association, is reasonably necessary and not inconsistent with the Declaration and Bylaws of the Association and fidelity bonds on such officers and employees and in such amounts as is determined to be necessary from time to time.

B. Cost. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a Common Expense of the Condominium, provided however, that in charging the same to Unit owners, consideration shall be given to the higher premiums on some Units than on others. Insurance costs shall be allocated to each Unit based upon the ratio of its assessed valuation by the City of Mequon to the total assessed valuation of all Units in the Condominium.

C. Exclusions from Coverage. Notwithstanding anything to the contrary herein, the insurance coverage obtained by the Association shall exclude (i) any coverage for any personal property located within or appertaining to the exclusive use of a Unit; (ii) additional living expense due to loss of use of a Unit; (iii) any loss assessment due to damage to the Common or Limited Common Areas not covered by insurance or damages which the Association may be obligated to pay from whatever source; (iv) any liability coverage on a Unit owner, its guests, invitees, employees of such Unit and/or relating in any way whatsoever to said items (i), (ii) or (iii) of this Section 11C including, but not limited to, medical payments. It is the sole responsibility for each Unit owner to obtain such insurance coverages as are excluded from the insurance coverage obtained by the Association.

12. COMMON EXPENSES AND SURPLUSES.

A. Common Expenses. Common Expenses are defined as follows:

(1) All sums lawfully assessed against the Unit owners by the Association.

(2) Expenses declared Common Expenses by the Act, this Declaration or the Bylaws.

B. Common Surpluses. After the payment of all Common Expenses, the balance of all income, rents, profits and revenues from the Common Elements shall constitute the funds of the Association, to be held in its general or special funds. The Unit owners shall have an interest in the same proportion as reflected by their percentage interest in the Common Elements as provided in Section 6 hereof.

C. Liability for Common Expense. Each Unit owner shall be responsible for the payment of his proportionate share of the Common Expenses as reflected by his percentage interest in the Common Elements as provided in Section 6 hereof.

13. ASSESSMENT FOR COMMON EXPENSES.

A. Covenant to Pay Assessments. In accordance with the statutory liability created by the Act, the owner of each Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other Unit owner and with the Association to personally and

individually pay to the Association all assessments, general or special in accordance with the provisions of the Act, the Declaration, and the Bylaws. No Unit owner may exempt himself or his Unit ownership from liability for his contribution toward the Common Expenses by waiver of the use or employment of any of the Common Elements and facilities or by the abandonment of his Unit; and no conveyance shall relieve the Unit owner-grantor or his Unit from such liability along with his grantee in any such conveyance for the Common Expenses incurred up to the date of sale, until all expenses charged to his Unit have been paid.

B. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents of the Condominium, to provide for the repair, maintenance and improvement of the Common Elements of the Condominium, including the well and water distribution system for the Condominium, to provide for such emergency repairs as the Association may deem necessary, and to maintain reserve funds for the purposes authorized by the Declaration.

C. Annual Budget. Each year, prior to the annual meeting, the Board of Directors shall prepare a budget for the Condominium in the manner provided in the Bylaws. Each Unit owner's monthly assessment for the ensuing year shall be based upon such budget. In addition to the normal operating expenses of the Condominium, the budget may provide for reserves, working capital, and other sums deemed reasonably necessary by the Board of Directors for the proper conduct of the affairs of the Condominium and for the protection of the Common Elements and Units thereof.

D. Failure to Prepare Monthly Assessments for Common Expenses. The failure or delay of the Board of Directors to prepare the Annual Budget, or notify any Unit owner of his assessment, shall not constitute a waiver or release of such Unit owner's obligation to pay his proportionate share of the Common Expense, necessary reserves, working capital and emergency requirements as herein provided, whenever the same shall be determined; and, to that end, each Unit owner shall continue to pay his assessment at the then existing rate established for the previous year until the new assessment shall have been mailed or delivered to the Unit owner.

E. Special Assessments. In addition to the regular monthly assessments, the Association may levy, a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements of the Common Elements including fixtures and personal property related thereto. All of such special assessments shall be made only in the manner provided in the Declaration and in the Bylaws. Any special assessments made for the purposes stated above shall be held by the Association as a trust fund to be disbursed only for the purposes for which the same were levied.

F. Rate of Assessment. The monthly assessments and any special assessments shall be levied against the Unit owners, as well as the Units themselves, in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit, except as otherwise specifically provided in this Declaration or the Bylaws.

G. Late Payments. Any assessment not paid within ten (10) days of its due date shall incur such consequences as are provided for in the Bylaws.

H. Liens. If a Unit owner defaults in the payment of any assessment, the Association shall take appropriate measures as provided by law in accordance with the Bylaws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same.

I. Rights of Mortgagees. Any first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage shall not be liable for such Unit's unpaid assessments which accrued prior to the acquisition of title to such Unit by such Mortgagee.

J. Statement of Assessments. The Association, upon receipt of a purchaser's name and proposed date of closing, shall within ten (10) days after request provide a statement setting forth the existence of any outstanding general or special assessments against the owner of the Unit being sold.

14. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements and facilities and Limited Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from its terms or from the terms of the applicable statutes regarding Condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single Unit as between such co-owners. No Unit may be subdivided.

15. DESTRUCTION AND RECONSTRUCTION.

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

A. Destruction and Reconstruction of Units. In the event of a partial or total destruction of one or more Units, such Unit(s) shall be rebuilt and repaired by the affected Unit owner or owners as soon as practicable and substantially to the same design, plan and specifications as originally built, and to a condition compatible with the remainder of the Condominium, except that in the event that the casualty insurance proceeds insuring the same are insufficient to effect complete and total reconstruction of the Unit or Units so damaged or destroyed, any portion of such cost not covered by the insurance proceeds shall be paid by the Unit owner or owners whose Unit was reconstructed or repaired. In the event that reconstruction or repair work is not accomplished within a reasonable time, the Board of Directors of the Association may elect to have the work done itself and charge the full cost thereof as an extraordinary assessment against the Unit or Units benefitting from the work or, as an alternative thereto, the Association by written consent of two-thirds (2/3) of its members may make the determination not to repair or reconstruct. If such a determination not to reconstruct or repair is reached, then the Condominium shall be subject to an action for partition upon obtaining the written consent of the members having seventy-five percent (75%) or more of the votes cast in person or by proxy or otherwise as in accordance with the Act, except that the net proceeds of insurance for a Building and net proceeds of sale of such Buildings which are removed from the Condominium by partition shall be distributed to owners and Mortgagees of such Units in proportion to the ratio of the most current appraised replacement value of each Unit to the total appraised replacement value of the Building of which that Unit is a part. Extraordinary assessments made as provided in this Section 15 shall be assessed in the same manner as if the assessment is a special assessment, and such extraordinary assessment shall give to the Association the same entitlement to a lien and the same rights with respect to collection as described in this Declaration and the Bylaws.

B. Destruction and Reconstruction of Common Elements. In the event of the partial or total destruction of the Common Elements of the Condominium, the Association shall undertake to rebuild and repair such Common Elements as soon as practicable and substantially to the same design, plan and specification as originally built and to a condition compatible with the remainder of the Condominium, except that in the event that the casualty insurance proceeds insuring the same are insufficient to effect complete and total reconstruction of the Common Elements so damaged or destroyed, any portion of the cost of such reconstruction or repair not covered by insurance proceeds shall become a Common Expense of the Unit owners, unless a determination not to reconstruct or repair said Common Element is made by the Board of Directors of the Association in which case the Condominium shall be

subject to an action for partition upon obtaining the written consent of the members having seventy-five percent (75%) or more of the votes cast in person or by proxy or otherwise in accordance with the Act. In the case of partition under the circumstances described in this Section, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit owners in proportion to their percentage interest in the Common Elements and shall be distributed in accordance with the priority of interests in each Unit, all in accordance with the Act.

16. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS.

The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, or other instrument (excepting lease for a term not greater than one (1) year) affecting title to such Unit ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, or other instrument purporting to affect the one without including the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

17. EXPANSION OF CONDOMINIUM.

A. Reservation of Right to Expand. The Association expressly reserves unto itself, its successors and assigns, the right to annex to the Plan of Condominium Ownership, which is the subject of this Declaration, at any time and from time to time for ten (10) years after the date of recording the Declaration, all or any portion of the balance of the real property described in Exhibit A hereto. The description in said Exhibit A includes the real property initially subject to this Declaration.

B. Future Unit Owners Subject to this Declaration. There may be constructed on the balance of the property described in Exhibit A hereto up to a maximum of 22 additional Units in two-family Buildings of generally comparable quality and compatible design as are located on the Condominium Property preceding the annexation. Annexation may be in the successive stages as determined by the Association from time to time. The Units on such annexed real estate and their owners and the Common Elements and facilities thereon shall be subject to, and shall be entitled to the benefits of, all the Bylaws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its Bylaws. In the event and upon each annexation as aforesaid, the percentage of undivided interest in the Common Elements and the facilities appurtenant to each Unit shall be adjusted as follows: Each Unit's percentage of ownership in the Common Elements shall be the number one (1) divided by the total number of Units then subject to this Declaration.

C. Annexation. The rights of annexation herein created and reserved by the Association, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration in the office of the Register of Deeds for Ozaukee County, Wisconsin. Such a Supplement or Supplements to this Declaration shall not be deemed an amendment of this Declaration within the meaning of Section 21 hereof. Nothing contained in this Declaration shall be contained so as to create any obligation on behalf of the Association, its successors and assigns, to in fact effectuate any annexation. By acceptance of a deed of conveyance for a Unit, the grantee of such Unit and each successor in title to such Unit shall, in the event of an annexation as aforesaid, be deemed to consent and agree to the adjustment in the percentage of undivided interest in the Common Elements and facilities appurtenant to such Unit as aforesaid; and the Association, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver on behalf of the grantee and each successor in title to such Unit, such instrument, if any, as may be required to effectuate such annexation and adjustment in the percentage of undivided interest in the Common Elements and facilities.

D. Easement to Future Unit Owners. The Association at any and all times reserves the right to grant access to and use of any Common Element to all present and future owners and Occupants of the real estate described in Exhibit A hereto. Owners as used herein shall include Unit owners if any part or all of said real estate is annexed to the governing provisions of this Declaration.

E. Consent of Present Unit Owners. Upon the request of any title company issuing an owner's policy of title insurance for a Unit, the original grantee of a Unit and each successor in title shall sign a consent form on the deed conveying title, in form acceptable to the title company, consenting and agreeing to the adjustment in the percentage of undivided interest in the Common Elements and facilities and a method of accomplishing such adjustment, as provided in the foregoing paragraphs of this Section 17.

18. CONSTRUCTION OF BUILDINGS.

A. Architectural Control of Unbuilt Buildings. Buildings to be built shall contain two residential Units, unless otherwise determined by a majority vote of the Association at a duly called meeting, to be approximately the same shape, quality and size, containing substantially equivalent amenities and be aesthetically compatible with other Buildings then constructed or under construction in this Condominium. No such Building shall be constructed unless it meets all these criteria and until the plans and specifications therefor are first approved in writing by the Building and Grounds Committee and the Board of Directors. These Buildings, the Units contained therein and all owners and Occupants thereof, as well as their respective guests and Mortgagees, shall be in all respects subject to this Declaration in the same manner as if the Building had been constructed by or under the

auspices of the Association and shall have the same rights and responsibilities with respect to this Condominium and the Association as all other Unit owners.

B. Responsibilities Assumed by Builders. Any builder undertakes to perform all duties and assumes all responsibilities of the Association with respect to Units constructed on the Condominium, including, but not limited to, making and being responsible for all disclosures and delivering all documents which the Act requires be made and delivered to prospective purchasers and being solely responsible for all promises, requirements, warranties and agreements in its contracts with and deeds to each member of the public as may purchase a Unit from such builder. No sale to a member of the public shall take place unless and until the Unit proposed to be sold is free and clear of all liens and encumbrances including construction liens and mortgages created by or arising during the time that the builder owned the Unit.

C. The Association May Sell Unbuilt Units. The Association reserves the right to sell and transfer any undeveloped portion or portions of the real estate described in Exhibit A hereto which it may own to one or more builders who will undertake to construct Buildings thereon within a reasonable period of time thereafter. Each such builder shall be subject to the provisions of this Section 18.

19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER.

The failure of the Association to insist, in any one or more instances, 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 for the future of such term, covenant, condition or restriction, but 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 by the Association.

20. RIGHT OF ENTRY

The Association, for itself and its successors and assigns, reserves the right to entry to each Unit, by those persons, agents, and employees as specifically authorized by the Board of Directors in writing, due to an emergency, whether or not the Unit owner(s) or Occupant is present. An emergency shall be defined as damage to or imminent danger of damage to the Units, Common Elements or Limited Common Elements, or to other parts of the Condominium that may be covered by the Association's "all-risk" perils single entity insurance coverage described in Section 11 A herein.

Right to entry shall be for the sole purpose of making repairs, alterations or installations to alleviate such emergency. Such right to entry shall be without liability to the Association, Board of Directors or those authorized to enter and any damage caused by the entry itself shall be at the expense of such Unit owner(s). Further the costs of such repair, alterations or installations to alleviate the emergency shall be at the expense of such Unit owner(s) unless such costs are covered under the Association's insurance coverage. Any costs assessed to such Unit owner(s) shall be fair and reasonable and such Unit owner(s) shall have the right to appeal such costs as provided in Section 8 G herein.

21. AMENDMENTS TO DECLARATION.

This Declaration may be amended only with the written consent of not less than two-thirds (2/3) of all Unit owners. A Unit owner's written consent is not effective unless it is approved by the Mortgagee of that Unit, if any. No amendment shall alter or abrogate the rights of the Association as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Ozaukee County, Wisconsin, and a copy of the amendment shall also be mailed or delivered personally to each Unit owner at his address on file with the Association.

22. NOTICES.

All notices and other documents required to be given by this Declaration or by the Bylaws of the Association shall be sufficient if given to each Unit. A Unit shall be considered notified if only one (1) registered owner of a Unit is notified, regardless of the number of owners who have an interest therein. Notices and other documents to be served upon the Association shall be given to the agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as it is on file with him.

23. SERVICE OF PROCESS.

The person to receive service of process shall be the Secretary of the Association, or such other person or address as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of State of the State of Wisconsin.

24. REMEDIES FOR VIOLATIONS BY UNIT OWNER.

If any Unit owner fails to comply with the Act, this Declaration, the Bylaws or rules and regulations of the Association, such Unit owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit

owner.

25. TERMINATION.

All or any part of the Property may be removed from the provisions of this Declaration and the Act upon the unanimous consent of the Unit owners, provided that the parties holding mortgages, liens or other encumbrances against any of the Units consent thereto, in which event such removal shall be by such plan as may be then adopted by said owners and parties holding any mortgages, liens or other encumbrances. Such election for removal shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin.

26. WATER SUPPLY SYSTEM.

The Association shall maintain and repair the well, pump house, water supply system and related facilities so that the same will remain at all times in good operating condition, and shall pay when due the cost of the electricity for operation of the well and related equipment. All duties of the Association with respect to the well, storage tank and water distribution system serving the Condominium shall terminate if, when and to the extent that title to these facilities is transferred to the City of Mequon and the obligation to operate the same and supply water to Units is assumed by the City.

27. NUMBER AND GENDER.

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

28. CAPTIONS.

The captions and section headings are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

29. SEVERABILITY

The provisions hereof shall be deemed independent and severable; and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provisions or of any other provision hereof.

IN WITNESS WHEREOF, the said Declarant, Concord Place Condominium Association, Inc., a Wisconsin Corporation, has caused this document to be executed by its President and Secretary, this 11th day of February, 1991.

CONCORD PLACE CONDOMINIUM
ASSOCIATION, INC., a Wisconsin
Corporation

By James S. Vaughan
James S. Vaughan, President

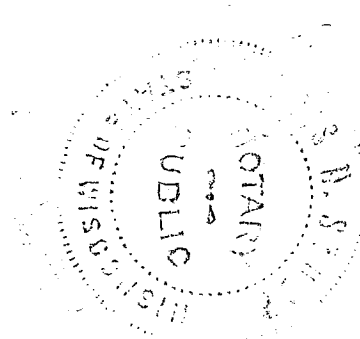
Attest B. Philip Bowen
B. Philip Bowen, Secretary

STATE OF WISCONSIN)

) ss.

OZAUKEE COUNTY)

Personally came before me this eleventh day of February, 1991, James S. Vaughan, President, and B. Philip Bowen, Secretary of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.



L. M. Stout

Notary Public

My Commission expires Oct 10, 1993

This document was drafted by Attorney Michael A. Gral of the law firm of WEISS, BERZOWSKI, BRADY & DONAHUE, Suite 1500, 700 North Water Street, Milwaukee, WI 53202

- A. Legal Description of Property
- B. Condominium Map
- C. Addresses of Units and Percentage of Ownership
- D. Definitions per Wisconsin Statute

LEGAL DESCRIPTION

Lots Seven (7), Eight (8), Nine (9) and Ten (10) in Block Two (2) and Lots Two (2), Three (3), Four (4) and Five (5) in Block One (1) in De La Warr Subdivision, being a Subdivision of a part of the Northeast One-quarter (1/4) of the Southeast One-quarter (1/4), Township Nine (9) North, Range Twenty-two (22) East, in the City of Mequon, Ozaukee County, Wisconsin.

EXHIBIT A

450067

LEGAL DESCRIPTION

VOL 715 PAGE 185

15-128-0107-01167,000*

15-128-0001-00127,000*

15-128-0021-00327,000*

ADDENDUM I

15-128-0043-00487,000*

TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUMFOR
CONCORD PLACE CONDOMINIUM

15-128-0051-00707,000*

15-128-0073-01017,000*

15-128-0103-01057,000*

WHEREAS, the Amended and Restated Declaration of Condominium for Concord Place Condominium (the "Declaration") was heretofore recorded on April 2, 1991, at 1:50 p.m., in Volume 697, Pages 1 through 64, as Document Number 441768, in the Office of the Register of Deeds for Ozaukee County, and

WHEREAS, a scrivener's error exists in Exhibit A to the Declaration, and

WHEREAS, Concord Place Condominium Association, Inc., a Wisconsin corporation organized under the Wisconsin Non-stock Corporation Law (the "Association") is the proper party to amend said Declaration to correct the scrivener's error.

NOW, THEREFORE, the Association hereby amends Exhibit A to the Declaration to read as follows:

De La Warr, being a subdivision of a part of the NE 1/4 of the SE 1/4 of Section 30, T 8 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin and De La Warr Addition No. 1, being a subdivision of a part of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 30, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

That part of the South 40 acres of the East 50 acres of the North 1/2 of the SE 1/4 of Section 30, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northeast corner of said 1/4 section; thence South along the East line of said 1/4 section 262.73 ft. to a point;

Thence North $89^{\circ} 26' 39''$ West along the North line of said South 40 acres 65.00 ft. to the point of beginning of the land herein to be described;

Continuing thence North $89^{\circ} 26' 39''$ West along the North line of said South 40 acres 1594.48 ft. to the Northwest corner of the South 40 acres of the East 50 acres of the North $1/2$ of said $1/4$ section;

Thence South $00^{\circ} 00' 46''$ East along the West line of the East 50 acres of the North $1/2$ of said $1/4$ Section 1065.965 ft. to the Southwest corner of the South 40 acres of the East 50 acres of the North $1/2$ of said $1/4$ section;

Thence South $89^{\circ} 28' 46.5''$ East along the South line of the North $1/2$ of said $1/4$ section 834.24 ft. to a point;

Thence due North 366.39 ft. to a point;
Thence due West 120.00 ft. to a point;
Thence due North 108.80 ft. to a point;
Thence due East 30.00 ft. to a point;
Thence due North 150.00 ft. to a point;
Thence due East 15.70 ft. to a point of curve;

Thence Southeasterly 165.68 ft. along the arc of a curve whose center is to the Southwest, whose radius is 249.59 ft. and whose chord bears South $70^{\circ} 59' 00''$ East 162.65 ft. to a point; thence due East 97.38 ft. to a point;

Thence South $51^{\circ} 58' 00''$ East 42.00 ft. to a point of curve; thence Easterly 310.84 ft. along the arc of a curve whose center is to the North, whose radius is 300.00 ft. and whose chord bears South $81^{\circ} 39' 00''$ East 297.12 ft. to a point;

Thence North $68^{\circ} 40' 00''$ East 146.00 ft. to a point of curve; thence Northeasterly 122.87 ft. along the arc of a curve whose center is to the Southeast, whose radius is 330.00 ft. and whose chord bears North $79^{\circ} 20' 00''$ East 122.16 ft. to a point; thence due North along a line which is 65.00 ft. West of and parallel to the East line of said $1/4$ section 479.98 ft. to the point of beginning.

IN WITNESS WHEREOF, Concord Place Condominium Association, Inc., by the undersigned, caused this Addendum I to be executed as of this 19th day of September, 1991.

CONCORD PLACE CONDOMINIUM
ASSOCIATION, INC.

By: James S. Vaughan
James S. Vaughan President

By: B. Philip Bowen
B. Philip Bowen, Secretary

(NO SEAL)

STATE OF WISCONSIN) ss.
MILWAUKEE COUNTY)

Personally came before me this 19th day of September, 1991, James S. Vaughan, President, and B. Philip Bowen, Secretary, of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Ed Michaels

Notary Public,
State of Wisconsin.

My Commission: April 17, 1994

This instrument was drafted by and
should be returned to:

Michael A. Gral, Esq.
of the law firm of
Weiss, Berzowski, Brady & Donahue
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202-4273
Telephone: (414) 276-5800

\$14 -

RECORDED

CT

1991 SEP 19 AM 10: 15

Ronald H. V. [unclear]
 REGISTER OF DEEDS
 OZAUKEE COUNTY, WI

ADDENDUM IITO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
CONCORD PLACE CONDOMINIUM

15-128
WHEREAS, the Amended and Restated Declaration of Condominium for Concord Place Condominium (the "Declaration") was heretofore recorded on April 2, 1991, at 1:50 p.m., in Volume 697, Pages 1 through 64, as Document Number 441768, in the Office of the Register of Deeds for Ozaukee County, and

WHEREAS, Addendum I was later recorded on September 19, 1991, at 10:15 a.m., in volume 715, Pages A-21-A, A-21-B, and A-21-C, as Document Number 450067, in the Office of the Register of Deeds for Ozaukee County, and

WHEREAS, the Condominium is now complete so that Exhibit B (Condominium Map), Exhibit C (Addresses of Units and Percentage of Ownership), and page E-2 (Condominium Map) can now be finalized, and

WHEREAS, Concord Place Condominium Association, Inc., a Wisconsin Corporation organized under the Wisconsin Non-stock Corporation Law (the "Association") is the proper party to amend said Declaration.

NOW, THEREFORE, the Association hereby amends as follows Exhibit B (page A-22-A), Exhibit C (pages A-23-A, A-24-A, and A-25-A), and page E-2-A.

IN WITNESS WHEREOF, the Concord Place Condominium Association, Inc., by the undersigned, causes the Addendum II to be executed as of the 26th day of April, 1994.

RECORDED

1994 APR 29 AM 10:20

Ronald H. Voigt
 REGISTER OF DEEDS
 MILWAUKEE COUNTY, WI

CONCORD PLACE CONDOMINIUM
 ASSOCIATION, INC.

By: *Warren R. Stumpe*
 Warren R. Stumpe, President

By: *B. Philip Bowen*
 B. Philip Bowen, Secretary

(NO SEAL)

STATE OF WISCONSIN)
) ss.
 MILWAUKEE COUNTY)

Personally came before me this 26th day of April, 1994, Warren R. Stumpe, President, and B. Philip Bowen, Secretary, of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

Lois M. Staut

Notary Public,
 State of Wisconsin
 My Commission Expires 10/5/97

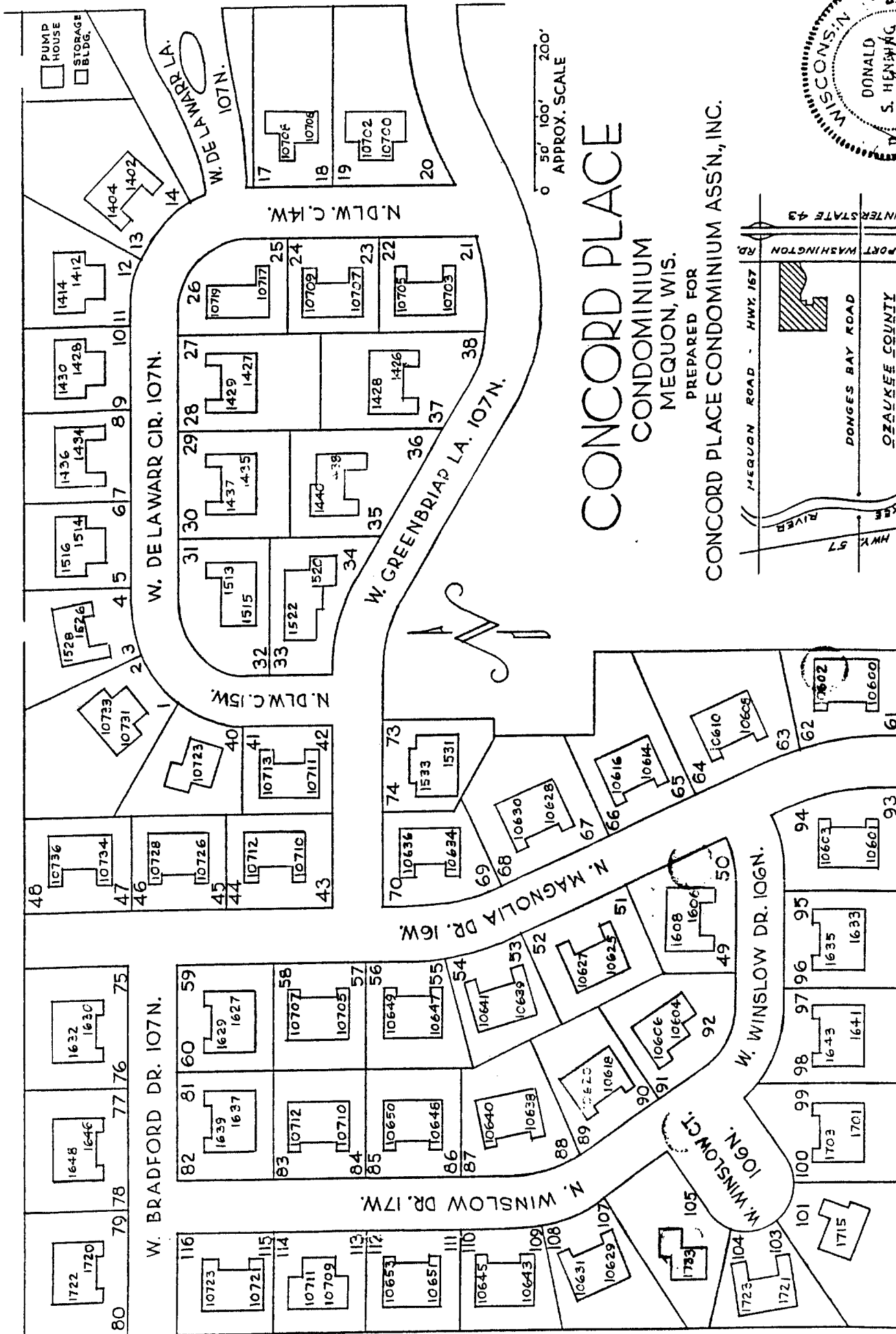
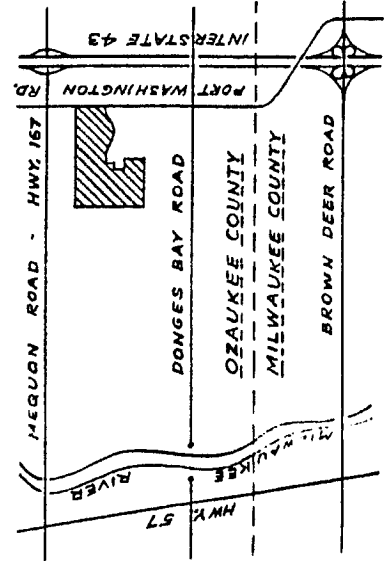
0 50' 100' 200'
APPROX. SCALE

CONCORD PLACE CONDOMINIUM

MEQUON, WIS.

PREPARED FOR

CONCORD PLACE CONDOMINIUM ASS'N., INC.



W. BELMAR DR.

DRAWN BY
DONALD S. HENNING, P.E.

26/11/92
O/18/90

A-22-A

EXHIBIT C

ADDRESSES OF UNITS AND PERCENTAGES OF OWNERSHIP

UNIT NUMBER	ADDRESS	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
1	10731 NORTH DE LA WARR CIRCLE, 15W	0.9174
2	10733 NORTH DE LA WARR CIRCLE, 15W	0.9174
3	1528 WEST DE LA WARR CIRCLE, 107N	0.9174
4	1526 WEST DE LA WARR CIRCLE, 107N	0.9174
5	1516 WEST DE LA WARR CIRCLE, 107N	0.9174
6	1514 WEST DE LA WARR CIRCLE, 107N	0.9174
7	1436 WEST DE LA WARR CIRCLE, 107N	0.9174
8	1434 WEST DE LA WARR CIRCLE, 107N	0.9174
9	1430 WEST DE LA WARR CIRCLE, 107N	0.9174
10	1428 WEST DE LA WARR CIRCLE, 107N	0.9174
11	1414 WEST DE LA WARR CIRCLE, 107N	0.9174
12	1412 WEST DE LA WARR CIRCLE, 107N	0.9174
13	1404 WEST DE LA WARR CIRCLE, 107N	0.9174
14	1402 WEST DE LA WARR CIRCLE, 107N	0.9174
17	10708 NORTH DE LA WARR CIRCLE, 14W	0.9174
18	10706 NORTH DE LA WARR CIRCLE, 14W	0.9174
19	10702 NORTH DE LA WARR CIRCLE, 14W	0.9174
20	10700 NORTH DE LA WARR CIRCLE, 14W	0.9174
21	10703 NORTH DE LA WARR CIRCLE, 14W	0.9174
22	10705 NORTH DE LA WARR CIRCLE, 14W	0.9174
23	10707 NORTH DE LA WARR CIRCLE, 14W	0.9174
24	10709 NORTH DE LA WARR CIRCLE, 14W	0.9174
25	10717 NORTH DE LA WARR CIRCLE, 14W	0.9174
26	10719 NORTH DE LA WARR CIRCLE, 14W	0.9174
27	1427 WEST DE LA WARR CIRCLE, 107N	0.9174
28	1429 WEST DE LA WARR CIRCLE, 107N	0.9174
29	1435 WEST DE LA WARR CIRCLE, 107N	0.9174
30	1437 WEST DE LA WARR CIRCLE, 107N	0.9174
31	1513 WEST DE LA WARR CIRCLE, 107N	0.9174
32	1515 WEST DE LA WARR CIRCLE, 107N	0.9174
33	1522 WEST GREENBRIAR LANE, 107N	0.9174
34	1520 WEST GREENBRIAR LANE, 107N	0.9174
35	1440 WEST GREENBRIAR LANE, 107N	0.9174
36	1438 WEST GREENBRIAR LANE, 107N	0.9174
37	1428 WEST GREENBRIAR LANE, 107N	0.9174
38	1426 WEST GREENBRIAR LANE, 107N	0.9174
40	10723 NORTH DE LA WARR CIRCLE, 15W	0.9174
41	10713 NORTH DE LA WARR CIRCLE, 15W	0.9174
42	10711 NORTH DE LA WARR CIRCLE, 15W	0.9174

EXHIBIT C

ADDRESSES OF UNITS AND PERCENTAGES OF OWNERSHIP

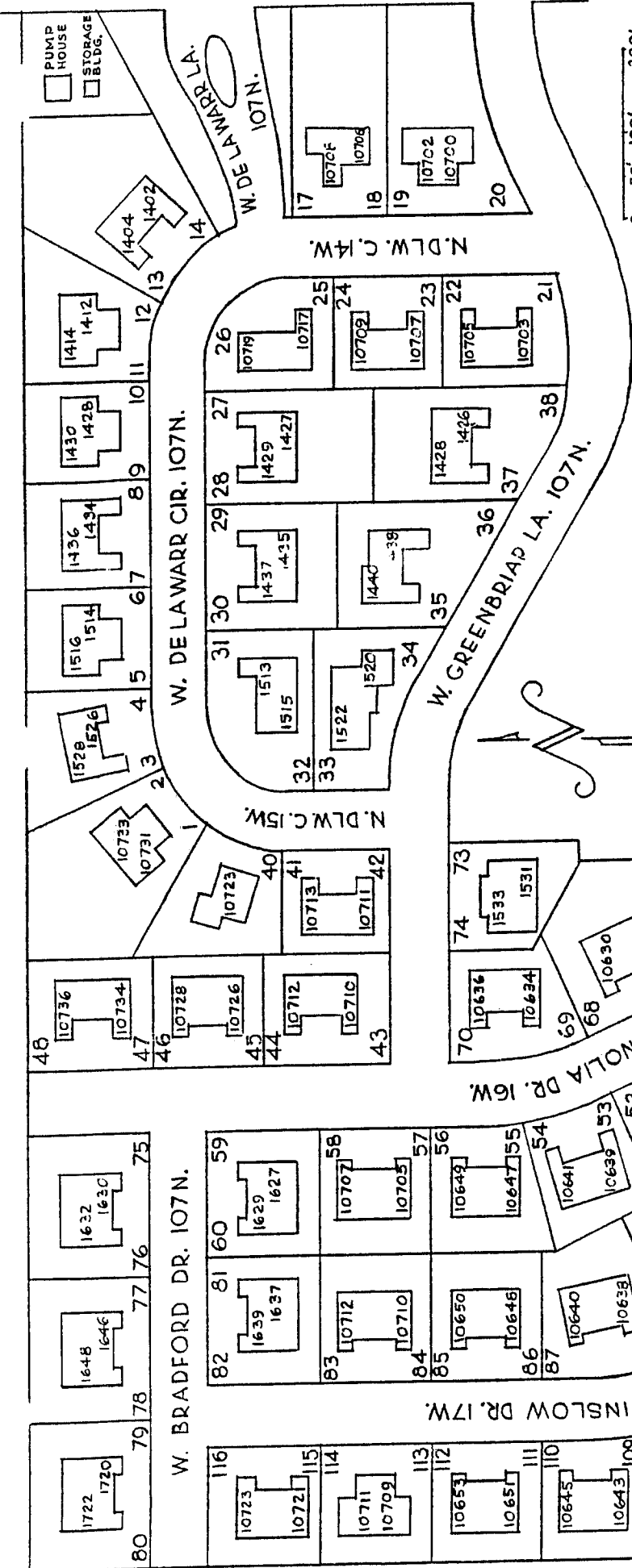
UNIT NUMBER	ADDRESS	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
43	10710 NORTH MAGNOLIA DRIVE, 16W	0.9174
44	10712 NORTH MAGNOLIA DRIVE, 16W	0.9174
45	10726 NORTH MAGNOLIA DRIVE, 16W	0.9174
46	10728 NORTH MAGNOLIA DRIVE, 16W	0.9174
47	10734 NORTH MAGNOLIA DRIVE, 16W	0.9174
48	10736 NORTH MAGNOLIA DRIVE, 16W	0.9174
49	1608 WEST WINSLOW DRIVE, 106N	0.9174
50	1606 WEST WINSLOW DRIVE, 106N	0.9174
51	10625 NORTH MAGNOLIA DRIVE, 16W	0.9174
52	10627 NORTH MAGNOLIA DRIVE, 16W	0.9174
53	10639 NORTH MAGNOLIA DRIVE, 16W	0.9174
54	10641 NORTH MAGNOLIA DRIVE, 16W	0.9174
55	10647 NORTH MAGNOLIA DRIVE, 16W	0.9174
56	10649 NORTH MAGNOLIA DRIVE, 16W	0.9174
57	10705 NORTH MAGNOLIA DRIVE, 16W	0.9174
58	10707 NORTH MAGNOLIA DRIVE, 16W	0.9174
59	1627 WEST BRADFORD DRIVE, 107N	0.9174
60	1629 WEST BRADFORD DRIVE, 107N	0.9174
61	10600 NORTH MAGNOLIA DRIVE, 16W	0.9174
62	10602 NORTH MAGNOLIA DRIVE, 16W	0.9174
63	10608 NORTH MAGNOLIA DRIVE, 16W	0.9174
64	10610 NORTH MAGNOLIA DRIVE, 16W	0.9174
65	10614 NORTH MAGNOLIA DRIVE, 16W	0.9174
66	10616 NORTH MAGNOLIA DRIVE, 16W	0.9174
67	10628 NORTH MAGNOLIA DRIVE, 16W	0.9174
68	10630 NORTH MAGNOLIA DRIVE, 16W	0.9174
69	10634 NORTH MAGNOLIA DRIVE, 16W	0.9174
70	10636 NORTH MAGNOLIA DRIVE, 16W	0.9174
73	1531 WEST GREENBRIAR LANE, 107N	0.9174
74	1533 WEST GREENBRIAR LANE, 107N	0.9174
75	1630 WEST BRADFORD DRIVE, 107N	0.9174
76	1632 WEST BRADFORD DRIVE, 107N	0.9174
77	1646 WEST BRADFORD DRIVE, 107N	0.9174
78	1648 WEST BRADFORD DRIVE, 107N	0.9174
79	1720 WEST BRADFORD DRIVE, 107N	0.9174
80	1722 WEST BRADFORD DRIVE, 107N	0.9174
81	1637 WEST BRADFORD DRIVE, 107N	0.9174
82	1639 WEST BRADFORD DRIVE, 107N	0.9174
83	10712 NORTH WINSLOW DRIVE, 17W	0.9174
84	10710 NORTH WINSLOW DRIVE, 17W	0.9174

EXHIBIT C

ADDRESSES OF UNITS AND PERCENTAGES OF OWNERSHIP

UNIT NUMBER	ADDRESS	PERCENTAGE OWNERSHIP OF COMMON ELEMENTS
85	10650 NORTH WINSLOW DRIVE, 17W	0.9174
86	10648 NORTH WINSLOW DRIVE, 17W	0.9174
87	10640 NORTH WINSLOW DRIVE, 17W	0.9174
88	10638 NORTH WINSLOW DRIVE, 17W	0.9174
89	10620 NORTH WINSLOW DRIVE, 17W	0.9174
90	10618 NORTH WINSLOW DRIVE, 17W	0.9174
91	10606 NORTH WINSLOW DRIVE, 17W	0.9174
92	10604 NORTH WINSLOW DRIVE, 17W	0.9174
93	10601 NORTH MAGNOLIA DRIVE, 16W	0.9174
94	10603 NORTH MAGNOLIA DRIVE, 16W	0.9174
95	1633 WEST WINSLOW DRIVE, 106N	0.9174
96	1635 WEST WINSLOW DRIVE, 106N	0.9174
97	1641 WEST WINSLOW DRIVE, 106N	0.9174
98	1643 WEST WINSLOW DRIVE, 106N	0.9174
99	1701 WEST WINSLOW COURT, 106N	0.9174
100	1703 WEST WINSLOW COURT, 106N	0.9174
101	1715 WEST WINSLOW COURT, 106N	0.9174
103	1721 WEST WINSLOW COURT, 106N	0.9174
104	1723 WEST WINSLOW COURT, 106N	0.9174
105	1733 WEST WINSLOW COURT, 106N	0.9174
107	10629 NORTH WINSLOW DRIVE, 17W	0.9174
108	10631 NORTH WINSLOW DRIVE, 17W	0.9174
109	10643 NORTH WINSLOW DRIVE, 17W	0.9174
110	10645 NORTH WINSLOW DRIVE, 17W	0.9174
111	10651 NORTH WINSLOW DRIVE, 17W	0.9174
112	10653 NORTH WINSLOW DRIVE, 17W	0.9174
113	10709 NORTH WINSLOW DRIVE, 17W	0.9174
114	10711 NORTH WINSLOW DRIVE, 17W	0.9174
115	10721 NORTH WINSLOW DRIVE, 17W	0.9174
116	10723 NORTH WINSLOW DRIVE, 17W	0.9174

N. PORT WASHINGTON RD. 13W.

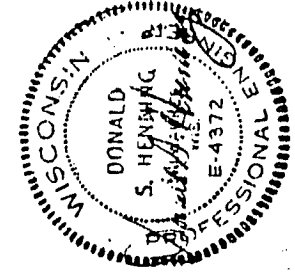
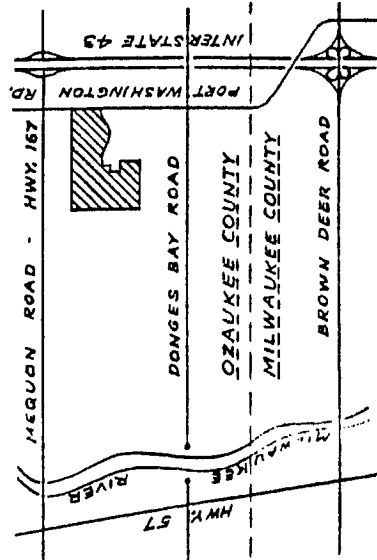


CONCORD PLACE CONDOMINIUM

MEQUON, WIS.

PREPARED FOR

CONCORD PLACE CONDOMINIUM ASS'N, INC.



W. BELMAR DR.

DRAWN BY
DONALD S. HENNING, P.E.

10/18/90
REV. 9/19/92

E-2-A

CHAPTER 703

VOL 697 PAGE 31

CONDOMINIUMS

703.01	Condominium ownership act.	703.22	Mechanics' and materialmen's liens.
703.02	Definitions.	703.23	Resident agent; exemption of unit owners from liability.
703.03	Application of chapter.	703.24	Remedies for violation by unit owner.
703.04	Status of the units.	703.25	Tort and contract liability.
703.05	Ownership of units.	703.255	Noncompletion of units.
703.06	Alterations prohibited.	703.26	Expanding condominiums.
703.07	Establishment of condominium.	703.27	Zoning and building regulations.
703.08	Notice prior to conversion of residential property to condominium.	703.275	Merger or consolidation of condominiums.
703.09	Declaration.	703.28	Removal from provisions of this chapter.
703.10	Bylaws.	703.29	Removal no bar to subsequent resubmission.
703.11	Condominium plat.	703.30	Rules of construction.
703.12	Description of units.	703.31	Personal application.
703.13	Percentage interests.	703.32	Easements and encroachments.
703.14	Use of common elements.	703.33	Disclosure requirements.
703.15	Association of unit owners.	703.34	Blanket mortgages and other blanket liens affecting a unit at time of first conveyance.
703.155	Master associations.	703.35	Termination of contracts and leases.
703.16	Common expenses and common surpluses.	703.36	Provisions requiring employment of declarant or vendor to effect sale.
703.17	Insurance.	703.365	Small residential condominiums.
703.18	Repair or reconstruction.	703.37	Interpretation.
703.19	Eminent domain.	703.38	Applicability to existing condominiums.
703.20	Books of receipts and expenditures.		
703.21	Separate taxation.		

703.01 Condominium ownership act. This chapter shall be known as the "Condominium Ownership Act".

History: 1977 c. 407.

State and federal regulation of condominiums. Minahan, 58 MLR 55.

703.08: What kind of protection does it really provide. *Wynn, 63 MLR 73 (1979).*

703.02 Definitions. In this chapter, unless the context requires otherwise:

(1) "Allocated interests" means the undivided percentage interest in the common elements, the liability for common expenses and the number of votes at meetings of the association appurtenant to each unit.

(1m) "Association" means all of a condominium's unit owners acting as a group, either through a nonstock, non-profit corporation or an unincorporated association, in accordance with its bylaws and declaration.

(2) "Common elements" mean all of a condominium except its units.

(3) "Common expenses and common surpluses" mean the expenses and surpluses of an association.

(4) "Condominium" means property subject to a condominium declaration established under this chapter.

(5) "Condominium instruments" mean the declaration, plats and plans of a condominium together with any attached exhibits or schedules.

(6) "Conversion condominium" means a structure which, before the recording of a condominium declaration, was wholly or partially occupied by persons other than those who have contracted for the purchase of condominium units and those who occupy with the consent of the purchasers.

(7) "Declarant" means any owner who subjects his or her property to a condominium declaration established under this chapter.

(8) "Declaration" means the instrument by which a property becomes subject to this chapter, and that declaration as amended from time to time.

(9) "Expandable condominium" means a condominium to which additional property or units or both may be added in accordance with the provisions of a declaration and this chapter.

(10) "Limited common elements" mean those common elements identified in a declaration or on a condominium plat as reserved for the exclusive use of one or more but less than all of the unit owners.

(11) "Majority" or "majority of unit owners" mean the condominium unit owners with more than 50% of the votes assigned to the units in the condominium declaration.

(12) "Mortgagee" means the holder of any recorded mortgage encumbering one or more units or a land contract vendor.

(13) "Person" means an individual, corporation, partnership, association, trustee or other legal entity.

(14) "Property" means unimproved land, land together with improvements on it or improvements without the underlying land. Property may consist of noncontiguous parcels or improvements.

(14m) "Small residential condominium" means a condominium with no more than 4 units, all of which are restricted to residential uses.

(15) "Unit" means a part of a condominium intended for any type of independent use, including one or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in a building. A unit may include 2 or more noncontiguous areas.

(16) "Unit number" means the number, letter or combination thereof, identifying a unit in a declaration.

(17) "Unit owner" means a person, combination of persons, partnership or corporation who holds legal title to a condominium unit or has equitable ownership as a land contract vendee.

History: 1977 c. 407; 1985 a. 182.

703.03 Application of chapter. This chapter applies only to property, a sole owner or all of the owners of which submit the property to the provisions of this chapter by duly executing and recording a declaration as provided in this chapter.

History: 1977 c. 407.

703.04 Status of the units. A unit, together with its undivided interest in the common elements, for all purposes constitutes real property.

History: 1977 c. 407.

**REVISED PAGES A-2-A AND A-4-A
LEGAL DESCRIPTION**

ADDENDUM III

TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR
CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Amended and Restated Declaration of Condominium for the Concord Place Condominium Association, Inc. (the "Declaration") was heretofore recorded on April 2, 1991, at 1:50 p.m., in Volume 697, Pages 1 through 64, as Document Number 441768* in the Office of the Register of Deeds for Ozaukee County, and

WHEREAS, Addendum I was later recorded on September 19, 1991, at 10:15 a.m., in Volume 715, Pages 715, 716 and 717, Document Number 450067 as Declaration pages A-21 A,B,& C, and Addendum II was later recorded on April 29, 1994, at 10:20 a.m. in Volume 887, Pages 724 through 729, Document Number 518262 as Exhibit B (page A-22A), Exhibit C (pages A-23-A, A-24-A, and A-25A) and page E-2A, in the Office of the Register of Deeds for Ozaukee County, and

WHEREAS, Concord Place Condominium Association, Inc., a Wisconsin Corporation organized under the Wisconsin Non-stock Corporation Law (the "Association") by a written vote with an excess of 2/3 of its members approving (as tabulated on April 1, 1995) a revision to pages A-2-A and A-4-A, and such Association is the proper party to amend said Declaration.

NOW, THEREFORE, the Association hereby amends as follows Pages A-2-A and A-4-A.

IN WITNESS WHEREOF, the Concord Place Condominium Association, Inc., by the undersigned, causes the Addendum III to be executed as of the 7th day of June, 1995.

RECORDED

1995 JUN -8 AM 8:35

Ronald H. Voigt
REGISTER OF DEEDS
OZAUKEE COUNTY, WI

CONCORD PLACE CONDOMINIUM
ASSOCIATION, INC.

By: *Warren R. Stumpe*

Warren R. Stumpe, President

By: *John L. Sheehy*

John L. Sheehy, Secretary

(NO SEAL)

STATE OF WISCONSIN) ss.

OZAUKEE COUNTY)

Personally came before me the 7th day of June 1995, Warren R. Stumpe, President and John L. Sheehy, Secretary, of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

R. M. Stout

Notary Public

State of Wisconsin

My Commission Expires Oct. 5, 1997

and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Association, its successors and assigns, and to all parties hereafter having any interest in the Property.

2. LEGAL DESCRIPTION, NAME, DEFINITIONS, COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS.

A. Legal Description. The Property hereby submitted to the provisions of the Act is legally described on Exhibit A attached hereto and made a part thereof.

B. Name. The Property and all improvements now or subsequently placed and all appurtenant rights thereon shall be known as CONCORD PLACE CONDOMINIUM (hereinafter the "Condominium").

C. Definitions. For all purposes related to this Declaration, the Articles of Incorporation and the Bylaws of the Association, the following words and terms whenever used shall have the same meaning as provided for such words and terms in the Act: "Association," "Common Elements," "Common Expenses and Common Surpluses," "Condominium," "Declaration," "Expandable Condominium," "Limited Common Elements," "Majority of Unit owners," "Mortgagee," "Person," "Property," "Unit," "Unit owner," "Condominium Plat," "(see Exhibit D - Definitions per Wisconsin Statute)."

(i) The word "Buildings" whenever used herein means the structures located on the Property which contain the Units.

(ii) The word "Occupant" whenever used herein means a person other than the owner in possession of one or more Units.

3. DESCRIPTION AND LOCATION OF THE BUILDINGS AND UNITS.

A. Description of the Buildings and Units. The Condominium shall consist of fifty-six (56) Buildings, each containing two (2) Units except for three (3) Buildings which contain only one Unit, together with a pump house and storage shed. The Buildings are depicted on the Condominium Map attached hereto as Exhibit B and made a part thereof.

B. Construction of the Buildings. The Buildings are principally of wood frame construction with roofs of asphalt or cedar shake shingles. Each Unit shall be equipped with its own individual heating and air conditioning systems. Each Unit shall include a hood fan, garbage disposal, cabinets, and fixtures installed therein. All Units shall be serviced and separately metered for utilities.

5. LIMITED COMMON ELEMENTS.

A. Declaration. Those portions of the Common Elements for the exclusive use and benefit of a Unit shall be designated as Limited Common Elements. The Limited Common Elements shall be described as the area included within the surveyed lot line of a Unit and shall include specifically (1) the land under each Unit, (2) the space above each Unit, (3) the patio, deck, sidewalk and driveway of each Unit, (4) the lawn, berm and landscaping of each Unit, (5) the utility lines within the Unit lot line, and (6) the sprinkler system and pond, if any, associated with each Unit, which also shall be reserved for the exclusive use of the owner or Occupant of the Unit.

B. Use. The use of such Limited Common Elements shall be governed by the Bylaws of and such rules and regulations as may be established by the Association of Unit owners and no Unit owner shall use or permit the use of any of the Limited Common Elements in any manner contrary to such Bylaws and rules and regulations. Neither the Unit owners nor Occupants shall paint or otherwise decorate or change the appearance of the Limited Common Elements without the prior written approval of the Building and Grounds Committee.

C. Maintenance. Each Unit owner shall be responsible for the maintenance, repair and replacement of their Limited Common Elements, including, without limitation, patios, decks, driveways, sidewalks, berms, trees and shrubbery, mail boxes, yard lights (if any), sprinkler systems (if any), ponds (if any) and utility lines (except the water system). The Association shall provide services to the Limited Common Elements including driveway crack filling and sealing, lawn mowing, fertilizing of lawns and shrubs, weed control, shrub and tree pruning, spring and fall clean-up, driveway snow plowing, sidewalk snow shoveling, and exterior light bulb replacement for street-fronting yard lights and exterior Building fixtures. The Association shall also be responsible for the maintenance, repair and replacement of the street lighting system (lights, for which the Association is responsible for the electric bills) and the underground water system line from the street water main until it reaches the Unit itself. A Unit owner shall be responsible for any damage caused by the negligence of said Unit owner or its Occupant or if such damage is covered by Unit owner or Occupant individual condominium Unit insurance.

6. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Each Unit owner shall own an individual interest in the Common Elements as a tenant-in-common with all other Unit owners in the percentage determined pursuant to the formula described below. The formula for the percentage ownership in the Common Elements shall be the number one (1) divided by the total number of Units subject to this Declaration. Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as the Association or the original declarant has granted or as the Association may hereafter grant to the subject to the reservation provided for in Section 4(A) (2) of this Declaration. The Common Expenses and Common Surpluses of the Property shall be shared by the owners of the respective Units according to the percentage of their undivided interest in the Common Elements and Limited Common Elements except as provided in Section 11B and Section 15A thereof.

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

AMENDED AND RESTATED BYLAWS
OF
CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>	
I.	NAME AND ADDRESS	
	A. Name	B-1
	B. Address	B-1
II.	MEMBERS	
	A. Application	B-1
	B. Members	B-1
III.	VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES	
	A. Voting	B-1
	B. Majority of Owners	B-2
	C. Quorum	B-2
	D. Proxies	B-2
IV.	MEETINGS	
	A. Roster of Unit Owners	B-2
	B. Place of Meetings	B-2
	C. Annual Meeting	B-2
	D. Special Meetings	B-3
	E. Notice of Meeting	B-3
	F. Order of Business	B-3
	G. Parliamentary Procedure	B-3
V.	BOARD OF DIRECTORS	
	A. Number and Qualification	B-3
	B. Term of Office	B-4
	C. Nominations	B-4
	D. Election	B-4
	E. Powers and Duties	B-5
	F. Compensation	B-5
	G. Vacancies	B-6
	H. Removal of Directors	B-6
	I. Organizational Meeting	B-6
	J. Regular Meetings	B-6
	K. Special Meetings	B-6
	L. Waiver of Notice	B-6
	M. Board of Directors' Quorum	B-7
	N. Fidelity Bonds	B-7
	O. Action Taken Without a Meeting	B-7

VI. Officers

A.	Designation	B-7
B.	Election of Officers	B-7
C.	Removal of Officers	B-7
D.	Vacancies	B-8
E.	President	B-8
F.	Vice-President	B-8
G.	Secretary	B-8
H.	Treasurer	B-8
I.	Compensation	B-8

VII. COMMITTEES

A.	Committees	B-8
B.	Buildings and Grounds Committee	B-9
C.	Compensation	B-9

VIII. BUDGET, ASSESSMENTS, DEPOSITORIES
AND BOOKS AND RECORDS

A.	Budget	B-10
B.	Assessments	B-10
C.	Depositories	B-11
D.	Books and Records	B-11

IX. OBLIGATIONS OF THE UNIT OWNERS

A.	Maintenance and repair	B-11
B.	Use of Common Elements and Facilities	B-12
C.	Rules of Conduct	B-12
D.	Rules and Regulations	B-12

X. REPAIRS AND MAINTENANCE

A.	Owner's Responsibility	B-13
B.	Association's Responsibility	B-13
C.	Work Performed by Owner	B-13
D.	Association-Directed Work at Unit Owner Expense	B-14
E.	Emergency	B-15
F.	Dispute	B-15
G.	Liens	B-15

XI. RESTRICTIONS ON USE

A.	Residential Purposes	B-15
B.	Pets	B-16

	C.	No Obstructions	B-17
	D.	Signs	B-17
	E.	Noxious Activity	B-17
	F.	Rules and Regulations	B-18
	G.	Acts Affecting Insurance	B-18
	H.	Legal Restrictions	B-18
	I.	Damage or Waste	B-18
XII.		AMENDMENTS	B-19
XIII.		MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS	
	A.	Notice to Association	B-19
	B.	Notice of Unpaid Assessments	B-19
	C.	Notice to Mortgagee	B-19
XIV.		CONFLICTS	B-20
XV.		INDEMNIFICATION OF OFFICERS AND DIRECTORS	B-20
XVI.		MISCELLANEOUS	
	A.	Fiscal Year	B-20
	B.	Seal	B-20

AMENDED AND RESTATED BYLAWS
OF
CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I.
NAME AND ADDRESS

A. Name. The name of this Association shall be CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

B. Address. The mailing address of the Association shall be 1414 W. De La Warr Circle, Mequon, Wisconsin 53092. The Association may designate such other addresses as the Board of Directors may from time to time determine.

ARTICLE II.
MEMBERS

A. Application. These Amended and Restated Bylaws (hereinafter the "Bylaws"), together with the Amended and Restated Declaration of Condominium of CONCORD PLACE CONDOMINIUM (hereinafter the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association, and Chapter 703 of the Wisconsin Statutes, commonly known as the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (hereinafter the "Act"), shall apply to, govern and control the Condominium Property (as defined in the Declaration) and any and all present or future owners, tenants, and other persons using it. The acquisition, rental, occupancy or use of a Unit (as defined in the Declaration) shall be construed as acceptance and ratification of these Bylaws by all such persons.

B. Members. The members of the Association shall consist of the Unit owners.

ARTICLE III.
VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

A. Voting. Every Unit owner upon acquiring title to a Unit shall automatically become a member of the Association and shall be entitled to one (1) vote for each Unit owned. The Unit owner casts votes for the election of Directors, approval of budgets, special assessments, right to appeal and other appropriate matters. If a Unit is owned by more than one person any of the owners shall be entitled to cast the vote for the Unit. If two or more votes are received from the same Unit, they shall all be declared invalid. If a Unit is owned by a corporation, a partnership, or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation, or the managing partner of

the partnership, or other duly qualified person, and filed with the Secretary of the Association. All certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit. There shall be no cumulative voting.

B. Majority of Owners. As used in these Bylaws the term "majority of owners" shall mean more than fifty percent (50%) of all the votes entitled to be cast.

C. Quorum. The presence at any duly called meeting, for the conduct of business, of Unit owners entitled to cast, in person or by proxy, one-fifth (1/5) of the votes of such Unit owners shall constitute a quorum. If, however, such quorum shall not be present in person or by proxy at any duly called meeting, the Unit owners entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum aforesaid shall be present or represented by proxy.

D. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Unless granted to a lessee or a mortgagee, a proxy shall be effective only for one-hundred eighty (180) days. General proxies shall not be valid on right to appeal voting.

ARTICLE IV. MEETINGS

A. Roster of Unit Owners. Every Unit owner(s) shall furnish the Association with their name(s), current mailing address and telephone number together with the same information for the Occupant(s) of their Unit, if leased. The Association shall maintain a current roster of Unit owner(s) and Occupants. No telephone numbers will be published that are unlisted when the Unit owner(s) and/or Occupant(s) informs the Association in writing. No Unit may vote at meetings of the Association until the foregoing information is furnished.

B. Place of Meetings. Meetings of the Association shall be held at a suitable place convenient to the Unit owners as may be held from time to time be designated by the Board of Directors.

C. The Annual Meeting. The annual meeting of the Association shall be held on the first Monday in December of each year or on such other date as determined by the Board of Directors. At such meeting there shall be elected by ballot of the Unit owners one or more members of the Board of Directors in accordance with the requirements of these Bylaws. The Unit owners may also transact such other business of the Association as may properly come before them.

D. Special Meetings. It shall be the duty of the President to call a special meeting of the Unit owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the Unit owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

E. Notice of Meeting. It shall be the duty of the Secretary to deliver or mail a notice of each annual or special meeting, stating the purpose thereof, including an agenda if available, as well as the time and place where it is to be held, to each Unit owner of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to the meeting, unless waivers are duly executed by all Unit owners. The delivery or mailing of a notice in the manner provided in this paragraph shall be considered adequate notice, and such notice shall be effective upon the date of delivery or mailing.

F. Order of Business. The order of business at all meetings of the Unit owners shall be as follows:

1. Roll Call.
2. Proof of notice of meeting or waiver of notice.
3. Reading of minutes of preceding meeting.
4. Election of Directors (When applicable).
5. Report of Manager.
6. Reports of Officers.
7. Reports of Committees.
8. Old business.
9. New Business.

G. Parliamentary Procedure. Except where inconsistent with these Bylaws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order."

ARTICLE V BOARD OF DIRECTORS

A. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons, all of whom shall be members of the Association.

B. Term of Office. The term of each Director shall be for three (3) years each and shall expire on the date of the annual meeting which is three (3) years next succeeding the date of such election or re-election, except for a director who is elected to fill the unexpired term of a director who has resigned from his/her position as provided in Sections G and H of this Article V. The terms of the Directors shall be staggered so as to have a minimum of one (1) and a maximum of three (3) Directors terms expiring annually.

The members of the Board of Directors shall hold office until their respective successors have been elected and have held their first meeting.

C. Nominations A Nominating Committee shall be appointed by the Board of Directors approximately three (3) months prior to the annual meeting, charged with the responsibility of nominating at least one (1) but not more than two (2) candidates for each Director vacancy, to be filled by balloting at the annual meeting. The members of the Committee shall consist of those current Directors not standing for election and two (2) past Directors who are still Unit owners. A Chairperson shall be elected by the Committee. The Committee shall prepare a list of names, addresses and a brief biographical sketch for each nominee, who has agreed to be placed in nomination, for inclusion on the ballot for the annual meeting.

Any Unit owner may be nominated to stand for election as a Director as well, by receipt of a written request for such nomination being received by the Secretary of the Association, listing the name, address and brief biographical sketch of the nominee. This written request must be signed by at least ten (10) separate Unit owners and must be received by the Secretary at least thirty (30) days prior to the annual meeting, in order to place the nominee on the ballot for the annual meeting.

No nominations shall be permitted that could result in two or more Directors residing in the same Unit.

D. Election The Nominating Committee shall prepare the ballot for the election of Directors, listing the names, addresses and a brief biographical sketch of each nominee as received in accordance with Section C of this Article V. Such ballot shall be mailed to each Unit owner(s) no later than fifteen (15) days prior to the annual meeting. The ballots are to be returned to the Secretary in a sealed envelope with Unit number, owner's name and signature in the upper left hand corner of the envelope, either in person, or by proxy at the annual meeting.

In accordance with Section A of Article III of these Bylaws, each Unit is entitled to cast one (1) vote per Director vacancy, with nominees receiving the highest number of votes declared elected in accordance with the vote total and the number of vacancies available. In

the event that any Director vacancies are for less than three (3) year terms, the nominee(s) with the highest number of votes shall be declared elected to the longer term vacancies.

Two (2) Unit owners shall be appointed Electors at the annual meeting by the Secretary, to verify that all ballots received are valid, to tally the valid ballots cast and announce the results of the election. In the event of a tie, the outcome shall be decided by lot in a manner prescribed by the presiding officer of the meeting.

E. Powers and Duties. The Board of Directors shall have the powers and duties of administration of the Condominium Property and, among other duties may carry out the following :

(1) Make and enforce rules and regulations and amendments thereto from time to time, respecting the operation, use and occupancy of the Condominium Property.;

(2) Make and collect assessments from the Unit owners in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services and maintenance, repair and operation of the Common Elements (as defined in the Declaration) of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board of Directors;

(3) Formulate and enforce reasonable and uniform limitations and restrictions relating to the rental of Units in the Condominium;

(4) Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium Property;

(5) Satisfy all liens against the Condominium Property and pay necessary expenses connected therewith;

(6) Employ a professional property manager, management company or managing agent to perform such duties as the Board of Directors shall authorize including but not limited to, the duties listed in this Section subject to the limitations provided in the Declaration. If such management is by written contract, a copy of the contract shall be made available to Unit owners upon request;

(7) Perform such other functions as are required by Law, the Declaration, the Articles of Incorporation of this Association, and these Bylaws.

F. Compensation. No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific resolution of the Association approved by a majority of the Unit owners attending a meeting at which this matter is considered. Any member of

the Board of Directors, however, may be reimbursed for reasonable and actual expenses incurred in the performance of duties, not including meals.

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

H. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors may be removed, with or without cause, by a majority of the votes of all the Unit owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Unit owners shall be given an opportunity to be heard at the meeting prior to a vote on his removal.

I. Organization Meeting. The first meeting of a Board of Directors, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present.

J. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting. Any Unit owner is entitled to attend a regular meeting of the Board of Directors upon written request to the Secretary, stating the need for the Unit owner's attendance. The Secretary shall notify the Unit owner of the time and place of the next regular meeting.

K. Special Meeting. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors.

L. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board of Directors shall be a waiver of notice by him or her of the time and place thereof. If all the Directors are present at any meeting of the Board of Directors,

no notice shall be required and any business may be transacted at such meeting.

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

N. Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association's funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

O. Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which could be taken at a meeting by obtaining the written approval of all the members of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

ARTICLE VI. OFFICERS

A. Designation. The principal officers of the Association shall be elected by the Board of Directors from their ranks. Such principal officers shall be a President, Vice-President, Secretary and Treasurer. The Board of Directors may appoint Unit owners who are not Directors as assistant treasurer, assistant secretary, and such other officers as in their judgement may be necessary in the conduct of Association business. Such appointees shall not be entitled to vote on Board matters.

B. Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each Board of Directors after one or more Directors have been newly elected, and shall hold office at the pleasure of the Board of Directors.

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

D. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

E. President. The President shall be the chief executive officer of the Association, shall preside at all meetings of the Association and of the Board of Directors, and shall have all the general powers and duties which are usually vested in the office of President.

F. Vice-President. The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, The Board of Directors shall appoint some other member of the Board of Directors to so act on an interim basis. The Vice-President shall also perform other duties as shall from time to time be imposed upon him by the Board of Directors.

G. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association; and shall have charge of such books and papers as the Board of Directors may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall appoint two (2) Unit owners to count the votes cast at any annual or special meeting of the Association.

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

I. Compensation. No fee or other compensation shall be paid any officer at any time except by specific resolution of the Association approved by a majority of the Unit owners attending a meeting at which this matter is considered. Any officer, however, may be reimbursed for reasonable and actual expenses incurred in the performance of duties, not including meals.

ARTICLE VII. COMMITTEES

A. Committees. The Board of Directors shall appoint all committees and members as deemed appropriate in carrying out its purposes. All appointees must be members of the Association or principle officers of a corporation or partnership which holds legal title to a Unit or has equitable ownership of a Unit as a land contract vendee. All permanent committees shall consist of a minimum of five (5) persons,

serve a definite term and shall be removed for cause and upon vote of the members of the Association. Each committee shall keep minutes of all meetings which must be presented to the Board of Directors on a routine basis.

B. Buildings and Grounds Committee.

1. The Board of Directors shall appoint a Buildings and Grounds Committee consisting of five (5) Unit owners of reasonable geographic distribution throughout the Condominium. One appointee shall be a Director who shall serve as Chairperson. All Committee members will serve staggered three (3) year terms. The roster of this Committee shall be made available to all Unit owners/Occupants. Meetings will be called as needed by the Chairperson. Written minutes of each meeting, along with any approved or denied requests will be furnished to the Secretary in a timely manner.

2. No exterior additions or alterations to any buildings, hedges, landscaping, walls, walkways, patios, decks, lampposts, mailboxes, and other structures shall be commenced, erected or maintained and nothing shall be altered on, constructed or removed from any Common Element or Limited Common Element (including patios and decks) and the appearance thereof shall not be changed or modified until the plans and specifications showing the nature, kind, shape, height, materials and location of same shall have been submitted to and approved in writing, as to harmony of external design and location and relation to surrounding Buildings in the development by the Buildings and Grounds Committee. In the event the Buildings and Grounds Committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will be deemed to have been given. If no application has been made to the Buildings and Grounds Committee, suit to enjoin or remove such additions, alterations or changes may be instituted at any time.

3. No exterior appurtenances such as antennae, backboards, swing sets, sandboxes, etc. shall be placed on the Condominium, without the approval of the Buildings and Grounds Committee.

4. The Buildings and Grounds Committee will have sole discretion as to whether the exterior of a Unit is in need of painting and/or repair. The Buildings and Grounds Committee, upon Unit owner request, will approve the color or colors to be used for exterior painting and the type and brand of paint. Color or colors to be used will be compatible with surrounding Units and the decor of the Condominium. Official written notification to the Unit owner of needed painting and/or repair will emanate from the President of the Association or such other Director as designated by the Board of Directors.

C. Compensation. No fee or other compensation shall be paid to any member of any Association Committee at any time for services performed pursuant to this Article VII except by specific resolution of

the Association approved by a majority of the Unit owners attending a duly called meeting, in person or by proxy, at which this matter is considered. Any member of a duly appointed Association Committee, however, may be reimbursed for reasonable and actual expenses incurred in the performance of committee duties, not including meals. Compensation may be allowed to independent professional advisors on a project basis, with the prior approval of the Board of Directors.

ARTICLE VIII
BUDGET, ASSESSMENTS, DEPOSITORIES
AND BOOKS AND RECORDS

A. Budget. The Board of Directors shall from time to time, but at least once a year, adopt an annual budget for the operation of the Association for recommendation to the Unit owners. Such budget will contain the estimate of the costs of operating the Association and shall include, but not be limited to, all the Common Expense items and any other expense items inuring to the benefit of all the Unit owners. The budget will further prescribe what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds. A copy of the proposed budget shall be delivered to each Unit owner at least fifteen (15) days before the Annual Meeting or such other duly called meeting for the approval of the budget. Approval of the budget is required by a majority vote of the Unit owners present or represented by proxy, attending such a meeting, provided a quorum is present. A copy of the budget adopted and approved shall be delivered to each Unit owner within 30 days after approval. It shall be the responsibility of the Unit owner to provide a copy of the approved budget to his/her Mortgagee if such is required.

B. Assessments.

1. Regular The estimate of the charges to be paid during each year by each Unit owner to meet the expenses of the Association in accordance with the Declaration, shall be in accordance with the approved annual budget. Such regular assessment shall normally be in the form of a fixed monthly payment for all of the Common Expenses, except Association insurance, allocated among Unit owners according to their respective percentage ownership in the Condominium as set forth in the Declaration. Association insurance costs shall be billed separately to each Unit owner in accordance with the Declaration, based upon the ratio of assessed valuation of the individual Unit by the City of Mequon to the total assessed valuation of all Units in the Condominium as assessed by the City of Mequon. For new owners of previously untitled Units, regular monthly assessment payments shall be the same as current Unit owners and become effective upon the closing date of the purchase of the Unit, prorated for the month of closing.

2. Special The Board of Directors at any time may recommend to the Unit owners a special assessment for such purposes as may be described. Such special assessment shall be over and above the regular assessment described in paragraph 1 above. Such special assessment shall be

presented at a meeting of the Association duly called for this purpose only and to be approved must have assent of two-thirds (2/3) of the votes of the Unit owners represented in person or by proxy.

3. Payment Assessments and installments on such assessments for each month are due on the first day of each month. Any assessment or installment not received by the manager on or before the tenth (10th) day of each month shall be delinquent, and the Unit owner shall be charged a \$ 25.00 penalty fee for late payment along with interest at a rate not in excess of the lower of (i) the highest rate not prohibited by law, or (ii) eighteen percent (18%) per annum on the unpaid assessment or installment of such assessment. The interest shall be calculated from the first (1st) day of the month following the original due date until the date it is paid. All payments upon account shall first be applied to the penalty or interest, if any, and then to the assessed payment first due. In the event of a failure on the part of a Unit owner to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board of Directors shall take appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary of the Association or any other officer authorized by the Board of Directors. No Unit owner shall be entitled to cast a vote for a Unit at any meeting of the Association if such Unit owner is delinquent in payment of any assessment.

C. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board of Directors and shall be withdrawn therefrom only upon check or order signed by the officers who shall from time to time be designated by the Board of Directors for that purpose. The Board of Directors may elect to require that all payment of assessments imposed by the Board of Directors against Unit owners be paid by such Unit owners directly to a designated depository.

D. Books and Records. The books, records, papers and other intangible property of the Association shall at all reasonable times be open and subject to inspection by any member or mortgagee at the principal office of the Association and said member or mortgagee may require annual reports. The Treasurer of the Association shall issue periodic reports (monthly or quarterly), plus an annual report, of the expenses of the Association to each Unit owner.

ARTICLE IX OBLIGATIONS OF THE UNIT OWNERS

A. Maintenance and Repair.

1. Every Unit owner shall promptly perform all maintenance and repair work within his or its own Unit together with utility lines, mechanical equipment and fixtures which serve only his or its Unit and glass surfaces, screens, doors, windows, door and window hardware

appurtenant to his or its Unit, and shall be responsible for the damages and liabilities that the failure to do so may cause.

2. Every Unit owner shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by such owner, any member of his family, any tenant, agent or any other user or Occupant (as defined in the Declaration) of the Unit.

B. Use of Common Elements and Facilities.

No Unit owner shall place or cause to be placed any objects of any kind in the Common Elements except for the Limited Common Elements, but only upon the prior written consent of the Association.

C. Rules of Conduct.

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

2. Unit owner(s)/Occupant(s) shall refrain from making any noises that will disturb the tranquillity of the Condominium including excessive noise emanating from the use of musical instruments, radios, televisions, audio amplifiers, etc.

3. Any trash receptacles shall be kept inside of the Unit.

4. Garage doors shall be kept closed except when the garage is being accessed.

5. Garage and/or chattel sales, including appropriate signs, are permitted with the written approval of the Board of Directors.

D. Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the Units and Common Elements by the Unit owners and Occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements. The Unit owners and any Occupants shall conform to and abide by all of such rules and regulations. A violation of any such rules and regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means of enforcement, including fines, as it deems necessary and appropriate.

ARTICLE X.
REPAIRS AND MAINTENANCE

A. Owner's Responsibility. The owner of each Unit shall (a) maintain in good condition and repair all of the components or installations within or appurtenant to the Unit, including but not limited to, roof, exterior wall surface, gutters, downspouts, exterior painting, sprinklers, fixtures, appliances, water heater, equipment, interior walls, partitions, flooring, ceilings, doors, all utility lines and installations contained in the Unit, heating apparatus, humidifier, and air conditioning equipment, windows and window frames; (b) maintain any adjacent waterway on the west and north boundaries of the Condominium; (c) paint and decorate the interior of the perimeter walls and all walls and surface areas within the Unit; (d) normal care and cleaning of the portion of the Limited Common Elements appurtenant to the Unit including, without limitation, the patios and decks, and (e) repair and replace any portion of the Common Elements or Limited Common Elements damaged through the fault or negligence of such owner or the fault or negligence of such owner's family, guests or invitees or any other Occupant of the Unit. Unit owners are responsible for the watering of respective lawns, bushes and trees. The Association is prepared to assist Unit owners when requested in the accomplishment of the above responsibilities by providing information as to sources of services.

B. Association's Responsibility. The Association shall maintain in good condition and repair, replace and operate all of the Common and Limited Common Elements except as provided in these Bylaws and in the Declaration. The Association shall specifically be responsible for light bulb replacement on all exterior light posts and Unit attached exterior light fixtures fronting the Units whether on the Common or Limited Common Elements.

C. Work Performed by Owner. The Board of Directors, by general resolution which it may amend from time to time and upon the recommendation of the Buildings and Grounds Committee, may authorize Unit owners to perform work or have others perform work on their respective Units and the Limited Common Elements and facilities associated therewith, such as the painting thereof. Such resolution shall, however, provide that no work is to be done that may affect both Unit owners in a particular Building without prior consultation of such owners, but the consent of such owners is not mandatory and the Association may contract for work without such consent if necessary in the judgement of the Board of Directors. The Board of Directors and the Buildings and Grounds Committee, as described in this Article X, shall otherwise set forth conditions that will assure all Unit owners that the work will be done properly and will not change the architectural or aesthetic concept of the Condominium. In no event shall access to water, sewer, or other mechanical controls be blocked or the same be concealed. A Unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any Building, or the safety of the Property, or impair any easement or

hereditament without the prior written consent of the Association. A Unit owner shall promptly report to the Association any need for repairs or maintenance. A Unit owner may at any time notify the Board of Directors in writing of any repairs or maintenance which, in his opinion, should be undertaken or directed by the Association as either a Common Expense or the expense of one or more Unit owners (hereinafter a "Unit Owner Expense").

D. Association Directed Work at Unit Owner Expense. The Board of Directors from time to time may consider and direct work, repairs or maintenance giving rise to a Unit Owner Expense. Approval of such work, additional services, maintenance, repairs, replacement or restoration shall be obtained from the Building and Grounds Committee. The Board of Directors shall give no less than thirty (30) days written notice to the affected Unit owner(s) of a meeting to be held with the Board of Directors to consider such work, unless the affected Unit owner(s) waive notice of such meeting. Whether or not the affected Unit owner(s) attend such a meeting, the determination of a majority of the Board of Directors at such meeting or adjournment thereof shall be final and binding upon any affected Unit owner(s) with respect to such work or expenses, subject to the right to appeal.

Following a determination by the Board of Directors as to work, repairs or maintenance which is to give rise to a Unit Owner Expense, and upon agreement with the Building and Grounds Committee, the noticed items may be accomplished by the affected Unit owner(s), or by contractors or agents of the Unit owner's choice, provided that such services, maintenance, repairs, replacement or restoration shall first be approved by the Board of Directors as to the manner and time of accomplishing the same, materials used and the appearance and homogeneity of the result with respect to the surrounding properties and the overall Condominium project. Payment for the work, repairs or maintenance required in this section is the responsibility of the affected Unit owner(s). However, if noticed items are not accomplished within the agreed upon time, or failing agreement with the affected Unit owner(s), the Board of Directors may cause such work to be done and charge and assess the cost to the affected Unit owner(s).

The Association, acting through the Board of Directors, shall be entitled to enter any Common Elements, Limited Common Elements or Units under reasonable conditions and upon reasonable notice, and so perform or have performed on behalf of the affected Unit owner(s) the work, maintenance or repairs specified in the notice, and charge any costs incurred to the affected Unit owner(s). Should the affected Unit owner(s) not pay these costs within sixty (60) days from the receipt of an invoice, such affected Unit owner(s) shall be obligated to pay interest at the rate of eighteen percent (18%) per annum on the expenses from the due date thereof, along with the expense of the proceedings, including attorney's fees, in an action brought against such affected Unit owner(s) or by foreclosure of the lien of such Unit granted by Section 703.16, Wisconsin Statutes. The Board of Directors shall also have the right to prohibit such affected Unit owner(s) from voting at a

meeting of the Association if the Unit owner is delinquent in the payment of any assessment. The Board of Directors shall publish a quarterly report on the Association account status of each Unit. By acceptance of the Deed to the Unit, each Unit owner shall be deemed to have consented to such publication.

E. Emergency. In the event of an emergency, as determined by any three members of the Board of Directors, when property damage or injury may result if work, repairs or maintenance is delayed, reasonable necessary work may be accomplished without prior notice to the owner of the affected Unit, and entry to the Unit shall be made without such notice, as necessary. In any event, the work and entry to the Unit, as necessary, shall be accomplished with as little inconvenience to the owner as practical, and upon such terms as the authorizing director or officer may deem proper. Payment for the work, repairs or maintenance required under this section is the responsibility of the affected Unit owner.

F. Dispute. In the event any dispute with regard to work, repairs or maintenance giving rise to a Unit Owner Expense, between adjoining Unit owner or otherwise, such dispute may be submitted in writing to the Board of Directors, who may call a hearing upon such matter, either with the affected Unit owners or the entire membership of the Association, on fifteen (15) days notice. The determination of the Board of Directors shall in any event be rendered with reasonable promptness following submission of the written dispute, and the determination of a majority of the Board of Directors shall be final and binding upon the affected Unit owners, subject to the right to appeal.

G. Liens. It is intended and declared that the expense and assessments and Unit Owner Expenses as provided in this Article X, shall in all respects be and constitute common expenses under the provisions of Section 703.16, Wisconsin Statutes, so that statutory liens shall exist for unpaid assessments therefor.

ARTICLE XI. RESTRICTIONS ON USE

A. Residential Purposes.

1. The Buildings and the Units therein contained are intended, and are to be used, primarily for residential purposes as governed by the terms and conditions contained herein, the Declaration and the rules and regulations of the Association. Unit owners or Occupants may conduct a business within their Unit that is not a noxious activity (as defined in Section E of this Article XI of these Bylaws) and preserves the interest of owners in maintaining the residential character of the Condominium. The following conditions apply to the conduct of such a business:

a. That all aspects of the business are conducted within the dwelling portion of a Unit and are not in a garage or accessory building;

b. That no retail operations are to be conducted from the Unit; no employees shall have their principal place of work in the Unit who are not Unit owners or Occupants; and the business is clearly incidental and secondary to the principal use of the Unit for dwelling purposes;

c. That such business shall not require alterations of the exterior of the Unit, or involve construction features not customary in a dwelling;

d. That no more than twenty-five percent (25%) of the floor area of the Unit is devoted to such business;

e. That there is no evidence, including, but not limited to, a sign, that will indicate from the exterior that the Unit is being used in part for any purpose other than that of a dwelling; and

f. That the business shall not cause a noxious activity (as defined in Section E of this Article XI of these Bylaws) affecting neighboring Units or the owners or Occupants of neighboring Units, including, but not limited to, noise, odor, vibrations, media or outdoor advertisements, a map or photograph of the Condominium, or the Association's logo, or activity which reduces the fair market value of any portion of the Condominium or which detracts from the residential character of any portion of the Condominium.

2. Any Unit owner may lease a Unit for residential purposes for a term of not less than one (1) year. Any person occupying a Unit shall comply with all of the provisions of these Bylaws, the Declaration and the rules and regulations of the Condominium imposed on a Unit owner. Any Unit owner intending to lease a Unit shall notify the Association of the tenant's name, telephone number, and shall provide the Association with a copy of the Lease. No lease or other rental agreement shall relieve an owner of his obligation to pay Common Element assessments or any other obligation imposed upon Unit owners by these Bylaws, the Declaration or the rules and regulation of the Condominium.

B. Pets. Except as specifically permitted under this Section I of this Article XI of these Bylaws and the rules and regulations of the Association promulgated from time to time in accordance with the Association's Bylaws, Declaration and Articles of Incorporation, no animals, livestock, poultry, birds or reptiles may be kept on the Condominium for commercial purposes or be kept as pets except under the following stipulation for pets only:

Up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat together with a reasonable number of small caged pets (i.e. canaries, hamsters, etc.) are allowed per Unit. Dogs and cats must be controlled on a leash when outside the Unit. The pet owner(s) shall comply with all Mequon regulations regarding maintaining pets including the following:

1. All pets that require licensing shall be licensed and such license attached to the collar of the pet whenever the pet is outside the Unit.

2. Whenever a pet, whether owned or visiting, defecates outside of the Unit, the Unit owner or Occupant responsible shall immediately thereafter remove such waste and dispose of it in a manner approved by State and Local regulations.

3. Any and all costs of repairing damage and/or cleaning of a nuisance on the Condominium caused by a pet, owned or visiting, shall be assessed against the responsible Unit owner/Occupant.

C. No Obstructions. No Unit owner shall cause the Common Elements to be so used as to deny other Unit owners the full use of such portion of the Common Elements as they are entitled to use. Accordingly, there shall be no obstruction of any Common Elements, nor shall anything be kept or stored on any part of the Common Element without the prior written consent of the Board of Directors, except as specifically provided herein. Walks and drives shall be kept clean and orderly. Junked, inoperative or unlicensed vehicles, trucks, boats, trailers, commercial vehicles or recreational vehicles (which is defined as any motor vehicle requiring special registration) shall not be stored, regularly parked or regularly placed on the Condominium, except within the Units. No vehicle shall occupy, park upon or otherwise block the access to or exit from another Unit owner's Unit. Snowmobiles, bicycles, motorcycles, garbage or rubbish containers, baby carriages, wagons, etc. shall not be stored on any Limited Common Elements appurtenant to Units and shall be kept in no place other than inside of the Units. Outside grills shall be used only on patios or decks adjacent to the Units.

D. Signs. No sign shall be placed upon any Common Element or Limited Common Element without the express written authorization of the Board of Directors, except that the Association may place one or more signs in the Common Elements or Limited Common Elements designed to direct members of the general public and prospective purchasers from the public roads through the Condominium to its sales office and models, if any, and Unit owners, when appropriate, may place one "for sale" sign, not to exceed six (6) square feet in size, on their Limited Common Elements to publicize the fact that their Unit is for sale.

E. Noxious Activity. No use or practice shall be allowed on the Condominium which (i) is or may become a nuisance, or (ii) is in violation of these Bylaws, the Declaration, or any rules and regulations of the Association, or (iii) unreasonably interferes with or is an

unreasonable annoyance to the peaceful possession or proper use of the Condominium by the Unit owners or Occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable. The decision of the Board of Directors as to the existence of noxious activity shall be final.

F. Rules and Regulations. The Board of Directors shall have the power to adopt and enforce reasonable rules and regulations for the occupancy and use of the Condominium and shall furnish a copy thereof to the Unit Owners. The Board of Directors of the Association shall have the power to adopt a schedule of reasonable fines and penalties for violation of the terms of the Declaration, the Bylaws or the rules and regulations and any schedule of fines and penalties shall be furnished to the Unit owners.

G. Acts Affecting Insurance. No Unit owner or Occupant shall, without the prior written consent of the Association, commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Section 11 of the Declaration, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in the termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit owner responsible for such increase shall pay the same.

H. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit owner or owners of the Association, as the case may be, whichever shall have the obligation under the Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements.

I. Damage or Waste. No damage to, or waste of, any Common Elements or any part thereof shall be committed by any owner, Occupant or any invitee of any owner or Occupant, and each owner or Occupant shall indemnify and hold the Association and the other owners harmless against all loss resulting from any such damage or waste caused by any owner or Occupant, or respective invitees, to the Association or other owners.

ARTICLE XII.
AMENDMENTS

These Bylaws may be amended by the Unit owners in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by at least sixty-seven percent (67%) of the Unit owners eligible to vote at said meeting.

ARTICLE XIII.
MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

A. Notice to Association. Any Unit owner who permits or causes a Unit to be encumbered by a mortgage or mortgages, shall notify the Secretary of the Association of each mortgage and the name and address of each mortgagee. Such notice may also be served by any such mortgagee. The Secretary of the Association shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice.

B. Notice of Unpaid Assessments. Upon the request of a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish to such mortgagee, proposed mortgagee or purchaser, a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any such mortgagee, proposed mortgagee, or purchaser of such Unit, in reliance upon such statement, shall disburse mortgage loan proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in such statement. If the Association does not provide such a statement with ten (10) business days after such request, the Association is barred from claiming against any such mortgagee, proposed mortgagee or purchaser under any lien, which is not properly filed in accordance with law prior to the request for the statement.

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

ARTICLE XIV.
CONFLICTS

These Bylaws are set forth to comply with the requirements of the Act. If these Bylaws conflict with the provisions of the Act, or the Declaration, the provisions of the Act or the Declaration will control.

ARTICLE XV.
INDEMNIFICATION OF OFFICERS AND DIRECTORS

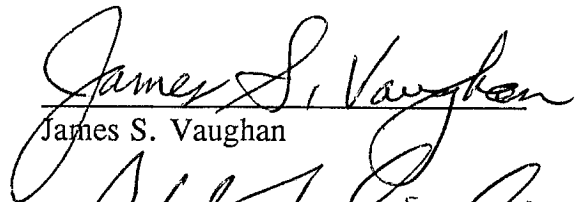
Every person who is or was a Director, officer or committee member of the Association (together with the heirs and personal representatives of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceeding; including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such Director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or wilfull misconduct. All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification shall be treated and handled by the Association as a Common Expense.

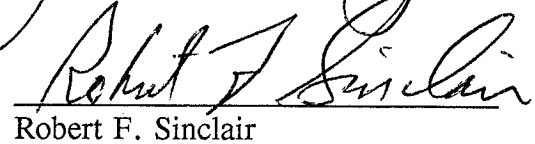
ARTICLE XVI.
MISCELLANEOUS

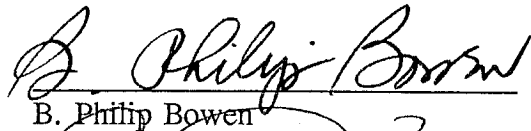
A. Fiscal Year. The fiscal year of the Corporation shall begin on the 1st day of January and end on the 31st day of December in each year.

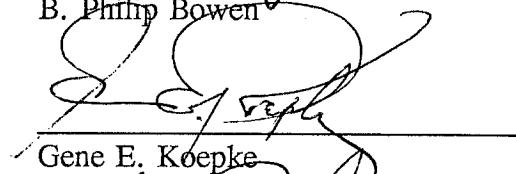
B. Seal. The Association shall not have a corporate seal; and where a seal may be required, there shall be a notation thereon to the effect that the Association has no corporate seal.

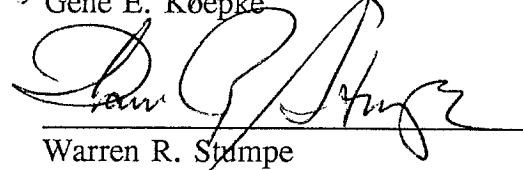
IN WITNESS WHEREOF, we, being all of the Directors of the Concord Place Condominium Association, Inc., have adopted these Amended and Restated Bylaws of Concord Place Condominium and have hereto set our hands this 11th day of February, 1991.


James S. Vaughan


Robert F. Sinclair


B. Philip Bowen


Gene E. Koepke


Warren R. Stampe

This instrument was drafted by :
Donald J. Gral, Esq.
and should be returned to:
Gral & Co. LLC
1429 North Prospect Avenue
Milwaukee, Wisconsin 53202

**ADDENDUM I TO THE AMENDED
AND RESTATED BYLAWS OF
CONCORD PLACE CONDOMINIUM
ASSOCIATION, INC.**

WHEREAS, the Amended and Restated Bylaws of Concord Place Condominium Association, Inc., dated February 11, 1991 ("Bylaws") was heretofore recorded on April 2, 1991, at 1:50 p.m., in Volume 697, Pages 1 through 64, as Document Number 441768 in the Office of the Register of Deeds for Ozaukee County;

WHEREAS, the real estate submitted to the condominium form of use and ownership known as Concord Place Condominium as provided in the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, Concord Place Condominium Association, Inc., a Wisconsin corporation, organized under the Wisconsin Non-stock Corporation Law ("Association"), in a duly constituted meeting for the purpose of amending the Bylaws and pursuant to the vote of the requisite number of Unit Owners, amended the Bylaws as further set forth herein.

NOW, THEREFORE, the Association hereby amends Article XI Restrictions on Use of the Bylaws to add the following provision thereto:

J. Exemption. Notwithstanding the restrictions set forth above in this Article XI, a Unit owner shall have the privilege to petition the Board of Directors (hereinafter, the "Board") for an exemption from the enforcement of any of the foregoing restrictions against a Unit owner, Occupant and/or the Unit(s) owned by a Unit owner. The Board may, in its absolute and sole discretion and upon the affirmative vote of a majority of its full membership, grant a petition which evidences an unforeseen hardship based upon extraordinary circumstances which would not impair the other Unit owners' use and enjoyment of their units. The hardship shall have been reasonably unforeseeable at the time the Unit owner acquired title to the Unit. All decisions of the Board shall be final and binding upon the petitioning Unit owner, Occupant and Unit and shall be recognized as such by the Condominium and Association. All exemptions granted under this section are personal to the Unit owners or Occupant benefited thereby and such exemptions shall not be enforceable by or apply to any subsequent Unit owner or Occupant. In the interest of promoting the welfare of the Condominium and Association through the review and consideration of each petition on the basis of independent facts and

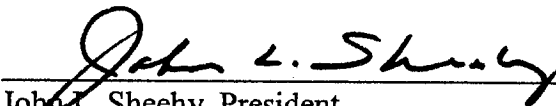
circumstances, the Board shall not be obligated to follow its prior decisions in rendering subsequent decisions, and petitioning Unit owners shall not be entitled to rely upon such prior decisions as precedent. In addition, the Board may unilaterally impose and enforce such conditions and restrictions upon its approval of any petition as the Board, in its sole and absolute discretion, deems reasonable including, without limitation, the grounds for and the revocation of such granted petition. The Board shall also impose such conditions to and restrictions upon its approval of a petition by requiring any Unit Owner and/or Occupant conducting any business within a Unit to deliver a Certificate of Insurance, in form and substance reasonably satisfactory to the Board, evidencing that such Unit Owner or Occupant has then in effect general liability, workers compensation and such other insurance coverages as the Board, in its sole and absolute discretion, shall deem reasonable and appropriate. Such insurances coverages shall be issued by competent insurers licensed to write and issue such insurance policies in Wisconsin in such amounts and subject to deductibles all as the Board, in its sole and absolute discretion, shall deem reasonable and appropriate. Whenever possible, the insurance policies insuring such Unit Owner or Occupant shall constitute primary coverages in substitution for all policies of insurance insuring the Condominium and Association with full rights of subrogation in favor of the insurers of the Condominium and Association. Neither the Board nor any of its members shall have any liability or responsibility to accurately and completely ascertain the type and extent of the necessary insurance coverages referenced in this subparagraph.

Each petition shall be in writing and shall set forth the circumstances giving rise to the claimed hardship, the hardship suffered and to be suffered by the petitioning Unit owner and the exemption(s) from the restriction(s) sought by the petitioning Unit owner. The petition shall be accompanied by documentary evidence in support of the petition. Each petition and all supporting documentary evidence shall be submitted to the Board in care of the President of the Association at least seven (7) days in advance of a regularly scheduled Board meeting for review and consideration at the next such regularly scheduled Board meeting. In the event the petition and all supporting documentary evidence are submitted to the Board less than seven (7) days from the next regularly scheduled Board meeting, the Board may defer its review and consideration of the same until the next succeeding regularly scheduled Board meeting. The Board may, in its sole and absolute discretion, conduct its review, consideration and determination of any petition in a closed session attended only by the members of the Board or, alternatively, such additional individuals as the Board, in its sole and absolute discretion, shall permit and/or convene a special meeting to consider any petition filed under this section.

IN WITNESS WHEREOF, Concord Place Condominium Association, Inc., by the undersigned, causes this Addendum I to be executed as of the 19th day of September, 2005.

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

By:


John L. Sheehy, President

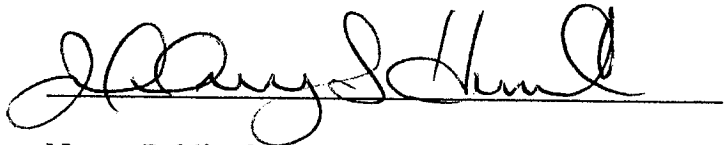
By:


Debra A. Slater, Secretary

(NO SEAL)

STATE OF WISCONSIN)
) ss.
OZAUKEE COUNTY)

Personally came before me this 19TH day of SEPTEMBER, 2005, John L. Sheehy, President, and Debra A. Slater, Secretary, of the above-named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said Corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

A handwritten signature in cursive script, likely belonging to the Notary Public, is written over a horizontal line.

Notary Public, State of Wisconsin.

My Commission Expires: 2-4-07

EXHIBIT A

De La Warr, being a subdivision of a part of the NE 1/4 of the SE 1/4 of Section 30, T 8 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin and De La Warr Addition No. 1, being a subdivision of a part of the NE 1/4 and the NW 1/4 of the SE 1/4 of Section 30, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

That part of the South 40 acres of the East 50 acres of the North 1/2 of the SE 1/4 of Section 30, T 9 N, R 22 E, in the City of Mequon, Ozaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Northeast corner of said 1/4 section; thence South along the East line of said 1/4 section 262.73 ft. to a point;

Thence North 89° 26' 39" West along the North line of said South 40 acres 65.00 ft. to the point of beginning of the land herein to be described;

Continuing thence North 89° 26' 39" West along the North line of said South 40 acres 1594.48 ft. to the Northwest corner of the South 40 acres of the East 50 acres of the North 1/2 of said 1/4 section;

Thence South 00° 00' 46" East along the West line of the East 50 acres of the North 1/2 of said 1/4 Section 1065.965 ft. to the Southwest corner of the South 40 acres of the East 50 acres of the North 1/2 of said 1/4 section;

Thence South 89° 28' 46.5" East along the South line of the North 1/2 of said 1/4 section 834.24 ft. to a point;

Thence due North 366.39 ft. to a point;

Thence due West 120.00 ft. to a point;

Thence due North 108.80 ft. to a point;

Thence due East 30.00 ft. to a point;

Thence due North 150.00 ft. to a point;

Thence due East 15.70 ft. to a point of curve;

Thence Southeasterly 165.68 ft. along the arc of a curve whose center is to the Southwest, whose radius is 249.59 ft. and whose chord bears South 70° 59' 00" East 162.65 ft. to a point; thence due East 97.38 ft. to a point;

Thence South 51° 58' 00" East 42.00 ft. to a point of curve; thence Easterly 310.84 ft. along the arc of a curve whose center is to the North, whose radius is 300.00 ft. and whose chord bears South 81° 39' 00" East 297.12 ft. to a point;

Thence North 68° 40' 00" East 146.00 ft. to a point of curve; thence Northeasterly 122.87 ft. along the arc of a curve whose center is to the Southeast, whose radius is 330.00 ft. and whose chord bears North 79° 20' 00" East 122.16 ft. to a point; thence due North along a line which is 65.00 ft. West of and parallel to the East line of said 1/4 section 479.98 ft. to the point of beginning.

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

TABLE OF CONTENTS

<u>Article</u>	<u>Page</u>	
I.	NAME	C-1
II.	PERIOD OF EXISTENCE	C-1
III.	PURPOSES	C-1
IV.	MEMBERS AND VOTING	C-2
V.	PRINCIPAL OFFICE AND REGISTERED AGENT	C-2
VI.	DIRECTORS	C-3
VII.	INCORPORATOR	C-3
VIII.	INCORPORATION OF POWERS	C-4
IX.	AMENDMENTS	C-4
X.	STOCK, DIVIDENDS AND DISSOLUTION	C-4

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator for the purpose of continuing a non-stock, non-profit corporation under the provisions of The Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes (hereinafter the "Law"), does hereby adopt the following as the Amended and Restated Articles of Incorporation (hereinafter called the "Articles of Incorporation") of such corporation. These Articles of Incorporation shall supersede and take the place of the heretofore existing articles of incorporation and any amendments thereto.

ARTICLE I.
NAME

The name of the corporation shall be CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

ARTICLE II.
PERIOD OF EXISTENCE

The period of existence of this corporation shall be perpetual.

ARTICLE III.
PURPOSES

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

(a) To serve as an association of the Unit owners who own real estate, property interests and improvements under the condominium form of use and ownership as provided in Chapter 703 of the Wisconsin Statutes, commonly known as the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (hereinafter called the "Act"), and subject to the terms and conditions of the Amended and Restated Declaration of Condominium (hereinafter called the "Declaration") of CONCORD PLACE CONDOMINIUM (hereinafter called the "Condominium") as recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin;

(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 Act and the Declaration;

(c) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in said Declaration;

(d) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

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

(f) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Wisconsin Non-Profit Corporation Law by law may now or hereafter have or exercise.

ARTICLE IV. MEMBERS AND VOTING

The record owner of the fee title to any Unit, as defined in the Declaration, and an undivided interest in the Common Elements, as defined in the Declaration, including contract purchasers, shall automatically upon becoming such owner, be a member of this corporation, and shall remain a member hereof until such time as such owner's ownership ceases for any reason at which time such owner's membership in this corporation shall automatically cease. The respective rights and qualifications of each of the members of this corporation are set forth in the Amended and Restated Bylaws (hereinafter called the "Bylaws") of the corporation. Membership is appurtenant to and may not be separated from ownership of any Unit.

ARTICLE V. PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the principal office of this corporation shall be 1414 West De La Warr Circle, Mequon,

Wisconsin 53092, and the initial registered agent shall be B. Philip Bowen, at the above address.

ARTICLE VI.
DIRECTORS

The number of directors of this corporation shall be fixed by the Bylaws, but in no event shall be less than five (5). The manner in which the directors shall be elected, appointed or removed shall be provided in the Declaration and Bylaws of the corporation.

The number of directors constituting the current Board of Directors shall be five (5), and the names and addresses of the current directors are:

James S. Vaughan
1436 West De La Warr Circle, 107N
Unit 7
Mequon, Wisconsin 53092

Robert F. Sinclair
10651 North Winslow Drive, 17W
Unit 111
Mequon, Wisconsin 53092

B. Philip Bowen
1414 West De La Warr Circle, 107N
Unit 11
Mequon, Wisconsin 53092

Gene E. Koepke
10629 North Winslow Drive, 17W
Unit 107
Mequon, Wisconsin 53092

Warren R. Stumpe
1531 West Greenbriar Lane, 107N
Unit 73
Mequon, Wisconsin 53092

ARTICLE VII.
INCORPORATOR

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

Mr. Michael A. Gral
Weiss, Berzowski, Brady & Donahue
Suite 1500
700 North Water Street
Milwaukee, Wisconsin 53202

ARTICLE VIII.
INCORPORATION OF POWERS

Any power granted to this corporation, its members, directors or officers by the Declaration or the Bylaws is incorporated herein as though set forth at length.

ARTICLE IX.
AMENDMENTS

Amendment of these Articles of Incorporation shall require the assent of two-thirds (2/3) of the votes of all the Units as set forth in the Declaration.

ARTICLE X.
STOCK, DIVIDENDS AND DISSOLUTION

The corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of this corporation shall be distributed to its members, directors, or officers.

This corporation may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the votes of all of the Units as set forth in the Declaration. Upon dissolution of this corporation, other than incident to a merger or consolidation, all of its assets, after payment of its liabilities, shall be distributed to one or more non-profit corporations, societies, trusts or other organizations and/or dedicated to an appropriate public agency or agencies; provided, however, that any such non-profit corporation, society, trust, other organization or public agency has purposes deemed by a majority of the directors of this corporation to be similar to those of this corporation and that if none of the foregoing entities are deemed to exist, then all of the assets of this corporation, after payment of its liabilities, shall be distributed to a non-profit corporation, society, association, trust or other organization, or any one or more of the foregoing, devoted to the promotion of aesthetic, cultural or educational purposes.

Executed in duplicate on this 11th day of February, 1991.



Michael A. Gral, Incorporator

STATE OF WISCONSIN)
) ss.
 COUNTY OF MILWAUKEE)

Personally came before me on this 11th day of February, 1991, the above named Michael A. Gral, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Betty J. Rasky
 Betty J. Rasky
 Notary Public
 Milwaukee County, Wisconsin
 My Commission expires 5/26/91

The foregoing restatement to the articles of incorporation was adopted by the members on January 31, 1991, by the following vote:

Number of members having voting rights	Number present in person or by proxy	Number voting FOR	AGAINST
87	73	73	1

Executed in duplicate this 11th day of February, 1991.

By: B. Philip Bowen
 B. Philip Bowen, Secretary

By: James S. Vaughan
 James S. Vaughan, President

NO SEAL

This document should be recorded with the Register of Deeds of Ozaukee County.

This Document was drafted by and should be returned to Attorney Michael A. Gral of the law firm of
 WEISS, BERZOWSKI, BRADY & DONAHUE
 Suite 1500, 700 North Water Street
 Milwaukee, Wisconsin 53202

ANNUAL BUDGETFORCONCORD PLACE CONDOMINIUM ASSOCIATION, INC.REFERENCE YEAR - 1991Number of Units - 86 to 91 (Average 88)INCOMEPercentage

Regular Assessments	\$90,355	98.6%
Transfer Fees	1,250	1.4
Penalty Fees	-	-
Misc. Income	-	-
Total Income	\$91,605	100.0%

EXPENSES

Lawn Cutting	\$18,600	20.3%
Snow Removal	13,000	14.2
Driveway Resurfacing	4,000	4.4
Groundskeeping	10,000	10.9
Lawn Weed/Feed	4,000	4.4
Management Fee	10,440	11.4
Maintenance Supplies	2,400	2.6
Mudjacking	600	0.7
Office Supplies	1,800	2.0
Water System Maintenance	2,000	2.2
Reports and Surveys	500	0.6
Taxes	1,200	1.3
Legal Fees	1,200	1.3
Trash Collection	6,400	6.9
Wisc, Electric Power	3,600	3.9
Grounds Improvements	10,000	10.9
Contingencies & Misc.	1,865	2.0
Total Expenses	\$91,605	100.0%

Unit Owner's Fee \$85/Mo

Master Policy Insurance \$21,000 - Charged Jan, May, Sept
based on assessed
valuation

FLOOR PLAN OF THE UNIT OFFERED FOR SALE

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

Condominium and Homeowners' Association Management Agreement

ASSOCIATION Concord Place Condominium Association, Inc.

AGENT Hunt Management Incorporated

For Property located at De La Warr Circle, Greenbriar Lane, Magnolia Drive, Winslow
Drive and Bradford Drive, Mequon, Wisconsin

Beginning May 1, 19 91 Ending April 30 19 92

This agreement (the "Agreement") is made and entered into this 1st
day of May, 19 91, by and between the unit owners' association
known as Concord Place Condominium Association, Inc. (the "Association"), which is
established in accordance with the laws of the State of Wisconsin,
for the property known as Concord Place
located at Mequon, Wisconsin (the "Property"),
and Hunt Management Incorporated (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property, in accordance with the Scope of Management Contract Summary dated April 15, 1991 and the Declaration, Bylaws and Articles of Incorporation (Documents),
The parties further agree as follows: dated February 11, 1991 which are incorporated herein by reference.

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of one (1) year(s), beginning May 1, 19 91, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 COLLECTION OF ASSESSMENTS

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. HOWEVER, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency, placement of delinquency with attorney for collection and on going review of such placements.

2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the fifteenth (15th) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property.

2.3 PREPARATION OF ANNUAL BUDGET

Ninety (90) days prior to the beginning of each fiscal year, which begins on January 1st, Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 SUBMISSION OF ANNUAL REPORT

Within thirty (30) days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year. HOWEVER, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 MAINTENANCE OF COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements ~~of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including~~ and limited common elements ~~and the requirements of~~ the documents.

2.6 EMPLOYMENT OF PERSONNEL

Agent ^{may} ~~shall~~ hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association. All such personnel shall be employees of the Association ~~and not of~~ Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall ^{become} ~~be~~ operating expenses of the Property. *

*Except for salaries, taxes and other expenses payable to or on account of administrative, clerical, secretarial and other comparable personnel customarily incident to routine real property management which shall be the expense of agent.

~~2.7 PAYMENT OF EMPLOYMENT TAXES~~

~~Agent shall, on behalf of the Association, execute and file all tax and other returns and do and perform all acts required of the Association as an employer under the Federal Insurance Contributions Act, the Federal Unemployment Tax Act, all applicable federal, state, and local income tax laws, and all other laws, regulations, and/or ordinances governing employment and payment of wages. Upon request, the Board shall promptly execute and deliver to Agent all necessary powers of attorney, notices of appointment, and the like. The Association shall supply all funds to pay any taxes.~~

2.8 UTILITIES AND SERVICES CONTRACTS

Subject to the direction of the Board and on behalf of the Association, Agent shall negotiate contracts for water, electricity, gas, telephone, and such other services as may be necessary or advisable for the common elements of the Property. Agent shall also purchase on behalf of the Association such equipment, tools, appliances, materials, and supplies as are necessary for the proper operation and maintenance of the Property. All such contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

2.9 PAYMENT OF EXPENSES

From the funds of the Association, Agent shall pay all expenses of the Property, including taxes, ~~building and elevator inspection fees, water rates and other~~ governmental charges, and all other charges or obligations incurred by the Association or by Agent on behalf of the Association with respect to the maintenance or operation of the Property or pursuant to the terms of this Agreement or pursuant to other authority granted by the Board on behalf of the Association.

(Except for the expenses which shall be the sole responsibility of the agent as specified in paragraph 2.6 of this agreement.)

2.10 RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.11 OTHER SPECIFIC SERVICES OF AGENT

See Scope of Management Contract Summary

dated April 15, 1991

Section 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation exceeding \$ 500.00 without the prior consent of the Association through the Board. HOWEVER, no such consent shall be required to repay any advances made by Agent under the terms of section 5. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property.

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5 DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government ~~or such other depository~~ as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts.* Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest. Operating funds shall be accounted for by category (general, insurance, pond, sprinkler, etc.).

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account at any time without prior notice to the Association.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement, and not paid within thirty (30) days after such sums have become due, shall bear interest at the rate of 12 % per annum.

5.4 BONDING OF EMPLOYEES

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in an amount and with a company determined by Agent and may be a blanket or umbrella bond. The expense of such bonding shall be paid by agent.

* Excepting those accounts designated as "Reserves" for which Directors/Officers shall be signatories.

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend one (1) regular meeting(s) of the Board each month and the annual meeting of the Association. Upon not less than 96 hours notice, Agent or its designated representative shall attend meetings of the Board or of the Association as requested, provided that the Association shall pay Agent \$ 30.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings.

Section 7 ~~ONE~~ BOARD MEMBER TO DEAL WITH AGENT

In their designated areas of responsibility, Board Members ~~The Board shall designate one of its members who~~ shall be authorized to deal with Agent ~~on any matter~~ relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. ~~In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints _____ as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.~~

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

8.1 STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.*

*Except for agent's failure to notify association of any notice received by agent or for any liability which is the result of agent's intentional misconduct or fraud.

8.3 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of \$ 8.00 per unit* per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

extraordinary, non-management related

* 87 privately owned units as of 5/1/91. Fee to be increased as new units become part of the Association.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

By individual agreement as needed.

9.3 FOR OTHER SERVICES

Appearances at Depositions, Hearings, Trials or

similar legal proceedings on behalf of or in

connection with Agents service to Association-

\$30.00 per hour.

Section 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, ~~elevator liability (if elevators are part of the equipment of the Property)~~, and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as insureds, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates evidencing such insurance or with duplicate copies of such policies within ten (10) days from the date of execution of this Agreement; ~~or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association.~~ Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of sixty (60) days' written notice to Agent before any cancellation of or changes to said policies. and Association

Similarly, Agent shall provide Association with Certificate(s) evidencing comprehensive liability insurance, workers compensation insurance, and bonding insurance with ten(10) days from date of execution of this Agreement.

The Associations insurance provider shall not have a subrogation right to proceed against agent.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. HOWEVER, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees. This provision shall not apply to employees of Agent.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of \$ 1000.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, ~~such amount representing the estimated disbursements to be made in the first month,~~ plus an additional sum of \$ 7500.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.6 APPROVE ANNUAL BUDGET

~~Within thirty (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.~~

Annual budget shall be developed and approved as stated in the documents.

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement at any time in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement at any time in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement, in which case termination shall be for cause effective upon the service of such notice. (*)

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

~~The Association may cancel this Agreement at any time on not less than sixty (60) days prior notice to Agent, provided that such notice is accompanied by payment to Agent of a cancellation fee in an amount equal to the total management fee for a period of _____ months. For this purpose, the monthly management fee shall be presumed to be the same as that of the last month prior to service of the notice of cancellation.~~ or Agent or Association. (*)

(*) Termination of this agreement shall not release the agent from liability for the failure to perform to perform any of it's duties under this agreement.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold funds for ~~ninety (90)~~ ^{thirty (30)} days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within ~~ninety (90)~~ ^{thirty (30)} days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect. Termination of this agreement shall not release the agent from liability for the failure to perform any of it's duties under this Agreement.

Section 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 FORCE MAJEUR

Any delays in the performance of any obligation of Agent under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent, and any time periods required for performance shall be extended accordingly.

Section 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supercedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercised from time to time and as often as may be deemed expedient by those parties.

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of Wisconsin. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by ~~notice to the Association~~ or the Association written notice to the other party.

Section 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

21.1 TO AGENT

Hunt Management Incorporated

6914 W. Brown Deer Road

Milwaukee, WI 53223

Attention: Jeffrey S. Hunt

(or current legal address)

21.2 TO THE ASSOCIATION

Secretary
~~President~~ of the Board

B. Philip Bowen

1414 W. De La Warr Circle

Mequon, WI 53092

21.3 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

and then, only upon the prior written consent of the Association.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 11TH day of SEPTEMBER, 1991.

Witnesses:

Robert F. Simpson
Donna J. Hoge

Board:

James S. Vaughan, President
P. Philip Barton, Sec.

Agent:

Firm Hunt Management Incorporated

By

Jeffrey S. Hunt

Submitted by _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

(Name)

(State whether individual, partnership, corporation, etc.) located at

has made,
constituted, and appointed, and, by these presents does hereby make, constitute, and appoint,

a resident of the United States, whose address is _____

(its) true and lawful attorney for

(it)(me) in (its)(my) name, place, and stead to execute and to file any Tax Returns due on or
after _____

under the provisions of the Social Security Act, now in force or future amendments thereto.

Dated at _____ this _____ day of _____, 19____.

Signature of Taxpayer

Title

Executed in the presence of:

Signature of Taxpayer

Title

Witness

Signature of Taxpayer

Witness

Title

Acknowledged before me this _____ day of _____, 19____.

NOTARIAL
SEAL

Copyright © 1978, 1989. Revised edition, 1989. Institute of Real Estate Management of the NATIONAL ASSOCIATION OF REALTORS®, Chicago, Illinois.

This is a Standard Form of the Institute of Real Estate Management of the NATIONAL ASSOCIATION OF REALTORS®, 430 North Michigan Avenue, Chicago, Illinois. When placing orders specify Condominium and Homeowners' Association Management Agreement Form No. 988.

DISCLAIMER: This Condominium and Homeowners' Association Management Agreement form is published as a service to property managers, and an explanation of its various provisions is available separately. The publisher is not engaged in rendering legal, accounting, or other professional service. Because of varying state and local laws, competent legal or other advice should be secured before using this form.

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET



A Community Presence

December 10, 2025

TO: All Concord Place Condominium Unit Owners

RE: **2026 Approved Budget**

For your review, use, and file we have enclosed the 2026 Approved Budget.

After reviewing the Association's financial status, the Board of Directors has resolved that your monthly condominium fees will not be increasing for the fiscal year 2026. Your monthly condominium fees remain the same **\$165.00** per month, beginning January 1, 2026.

If you have been paying your monthly assessment through our lockbox system, a new assessment payment coupon book will be sent to you in the near future. Note that the coupon book does not include envelopes. The last page of the book has address labels that must be affixed to your own envelope and mailed. **Please note: That a coupon is not necessary to make your payment; checks can be mailed directly to the Arlington Heights address listed below.**

If you are paying via automatic withdrawal, we will continue to withdraw the monthly fee from your account in the same manner as was done in 2025. For those of you who have your bank pay your fees, please advise them to send checks to the following mailing address:

**Concord Place Condominium Association, Inc.
c/o Hunt Management, Inc.,
P.O. Box 1755
Arlington Heights, IL 60006-1755**

As always, your Board of Directors and Hunt Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and both thank you for your continued understanding and support.

Should you ever have any questions about the Association's financial status, please do not hesitate to contact me at angie@huntmanagement.com

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Concord Place Condominium Association, Inc.

Angie Rosploch

Angie Rosploch, CMCA
Property Manager

10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
888-305-1071

Phone: (262)238-1480
Fax: (262)238-1485

**CONCORD PLACE
2025 INCOME & EXPENSE SUMMARY
AND 2026 APPROVED BUDGET**

ACCT. #	BUDGET ITEM	BUDGET 2025	ACTUAL 9/30/25	PROJECTED 2025	BUDGET 2026	PER UNIT/ MONTH	PERCENT OF TOTAL
OPERATING INCOME							
60100	HOMEOWNER FEES	215,820	161,690	215,820	215,820	165.00	95.23%
60125	PREPAID ASSESSMENTS	0	1,426	0	0	0.00	0.00%
60200	TRANSFER FEES	100	300	400	100	0.08	0.04%
60300	LATE FEES	100	400	375	100	0.08	0.04%
60400	INTEREST	3,000	2,217	3,000	3,000	2.29	1.32%
60500	MISCELLANEOUS	100	689	700	100	0.08	0.04%
60600	REPLACEMENT RESERVE CONTRIB. - POND	0	0	0	0	0.00	0.00%
60700	REPLACEMENT RESERVE CONTRIB. - LIGHT	7,500	0	0	7,500	5.73	3.31%
60800	REFUSE REIMBURSEMENT	0	0	0	0	0.00	0.00%
60850	ASPHALT REIMBURSEMENT	0	0	0	0	0.00	0.00%
60900	LEGAL REIMBURSEMENTS	0	0	0	0	0.00	0.00%
61000	INSURANCE CLAIM PROCEEDS	0	0	0	0	0.00	0.00%
	TOTAL	226,620	166,723	220,295	226,620	173.26	100.00%
OPERATING EXPENSES							
80100	MANAGEMENT	26,000	19,500	26,000	26,780	20.47	11.82%
80200	LEGAL/CONSULTANTS	1,000	0	0	1,000	0.76	0.44%
81100	POSTAGE & PRINTING	1,500	2,966	3,000	2,000	1.53	0.88%
81200	TAXES	550	621	621	625	0.48	0.28%
82100	ELECTRICITY	3,000	1,665	2,500	3,000	2.29	1.32%
82200	REFUSE	19,000	13,882	18,525	19,000	14.53	8.38%
82500	SNOW	40,000	31,854	40,000	40,000	30.58	17.65%
82700	GROUNDS MAINTENANCE	82,000	56,179	69,525	82,000	62.69	36.18%
83100	GROUNDS IMPROVEMENT	1,000	0	0	4,506	3.44	1.99%
83125	TREE MAINTENANCE	2,000	0	0	2,000	1.53	0.88%
83175	BERMS MULCH - COMMON	1,000	4,748	4,748	1,000	0.76	0.44%
84000	GENERAL REPAIRS	6,000	10,010	10,000	8,605	6.58	3.80%
84100	INSURANCE CLAIM EXPENSE	0	0	0	0	0.00	0.00%
84200	SIGN	0	1,750	1,750	0	0.00	0.00%
84300	DRIVEWAY SEALING	12,716	10,805	10,805	7,100	5.43	3.13%
85000	MISCELLANEOUS	500	0	0	0	0.00	0.00%
85500	POND CONTRIBUTION	364	0	364	512	0.39	0.23%
86000	IRRIGATION SYSTEM	500	173	173	200	0.15	0.09%
87000	POND CERTIFICATION	0	6,500	6,500	0	0.00	0.00%
87500	POND TREE TRIMMING	0	0	0	0	0.00	0.00%
87600	POST LIGHT REPLACEMENT/CLEANING	6,710	0	0	6,710	5.13	2.96%
87700	ROOF INSPECTION REPORT	0	0	0	0	0.00	0.00%
89000	RESERVE CONTRIBUTION	22,780	17,085	22,780	21,582	16.50	9.52%
	TOTAL	226,620	177,736	217,290	226,620	173.26	100.00%
	VARIANCE	0	-11,014	3,005	0		
	MONTHLY ASSESSMENT	165			165		
INSURANCE							
70100	INSURANCE INCOME	87,875	85,182	85,182	94,000		
90000	INSURANCE PREMIUM	87,875	85,428	85,428	94,000		
90100	INSURANCE APPRAISAL	0	0	0	0		
	TOTAL	87,875	85,428	85,428	94,000		
POND							
70300	POND INCOME - TREE PRUNING	0	0	0	0		
70200	POND INCOME	7,640	5,798	5,798	10,750		
	TOTAL	7,640	5,798	5,798	10,750		
95000	GENERAL POND EXPENSE	1,200	0	0	1,200		
95100	POND TREATMENTS	5,000	8,021	10,000	8,000		
95200	POND ELECTRIC	840	892	925	950		
95400	AERATORS	600	0	0	600		
95500	POND CONTINGENCY	0	0	0	0		
95600	POND TREE PRUNING	0	0	0	0		
	TOTAL	7,640	8,913	10,925	10,750		
	POND ASSESSMENT - PER UNIT	364			512		
	TOTAL INCOME						
	TOTAL EXPENSES						
	VARIANCE						
ACCOUNT BALANCES							
	OPERATING CHECKING						
	REPLACEMENT RESERVE						
	TOTAL						

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC. CONDOMINIUM RULES & REGULATIONS

(Revised February, 2023)

In addition to the Rules of Conduct and Restrictions noted in the Association Bylaws, the following are separate and additional Rules & Regulations adopted by the Board of Directors in accordance with Article V, Section E and Article IX, Section D of said Association Bylaws.

REGISTRATION INFORMATION

To best serve the Association it is imperative that Hunt Management has accurate and current information on file for each Unit owner and resident. Such information includes the names and phone numbers of owners, residents, emergency contacts, keyholders, lender, insurance company, etc. Please ensure that your individual information is up-to-date. (Hunt Management maintains an email directory of Residents and will use it to advise Residents of matters affecting Concord Place, so please provide your email address as part of the Registration process.)

RESIDENTIAL PURPOSES

Unit Owners and Occupants may conduct a business within their Unit that is not a noxious activity and that complies with the conditions noted in the Bylaws Article XI. A. a – f.

NOXIOUS ACTIVITY

As noted in the Bylaws, Article XI. E., “No use or practice shall be allowed on the Condominium which (i) is or may become a nuisance, or (ii) is in violation of these Bylaws, the Declaration, or any rules and regulations of the Association, or, (iii) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by the Unit Owners or Occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable. The decision of the Board of Directors as to the existence of noxious activity shall be final.”

LEASES OF UNITS

As noted in the Bylaws, “Any Unit Owner may lease a Unit for residential purposes for a term of not less than one (1) year. Any person occupying a Unit shall comply with all of the provisions of these Bylaws, the Declaration and the rules and regulations imposed on a Unit Owner. Any Unit Owner intending to lease a Unit shall notify the Association of the tenant’s name, telephone number, and shall provide the Association with a copy of the Lease.”

Leases are discouraged. A Unit Owner who wishes to lease his/her Unit on an absentee basis must notify the Concord Place Condominium (CPC) Board of Directors, a minimum of ten (10) days prior to inception date and supply the following information:

- Name and phone number of Lessee and relation to Unit Owner. (if any)
- Time period of lease. All Leases must be for at least one year.
- Address and telephone number of Unit Owner.
- Affirmation by the Unit Owner that the Responsible Lessee has read the Association Documents and understands that all the rules and regulations of the Association must be complied with. The Unit Owner's obligation to comply also continues during this period, without regard to terms of lease.

Uncorrected violations of Association Rule and Regulations will be a cause for the immediate termination of any Unit lease when so determined by the Board of Directors.

PARKING

In addition to the provisions of the Bylaws, Article XI. Section C...

If a Unit Owner owns one or two vehicles, such vehicles must be parked regularly within the unit garage. If more than two vehicles are owned by the Unit Owner(s), or owned by another family member living in the unit (such as a child or a parent), one additional vehicle may be parked on the driveway, provided it is in regular use and is a standard passenger vehicle (sedan, coupe, convertible, SUV, minivan). All other vehicles (campers, trucks, trailers, boats, RVs, snowmobiles, motorcycles, motor scooters, etc.) are prohibited from parking on the driveway, with the exception of:

- Short term service vehicles.
- Delivery vehicles.
- Guests of unit owner, on a short-term basis.

Garage doors must be kept closed except when the garage is being accessed or temporarily in use.

The placement of refuse containers, dumpsters, PODS or similar containers shall be prohibited without prior approval of the Board of Directors

GARAGES & PARKING

Vehicles must be kept in garages and garage doors must be kept closed except when the garage is being accessed or temporarily in use. Passenger type vehicles only may be parked overnight on driveways. Campers, trucks, trailers, boats, snowmobiles, etc. are not permitted. Overnight parking on city streets must be arranged with the Mequon Police Department.

DOGS AND CATS / PETS

According to the Bylaws, "Up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat together with a reasonable number of caged pets (i.e. canaries, hamsters, etc.) are allowed per Unit. Dogs and cats must be controlled on a leash when outside the Unit. The pet Owner(s) shall comply with all Mequon regulations regarding maintaining pets including the following:

All pets that require licensing shall be licensed and such license attached to the collar of the pet whenever the pet is outside the Unit.

Whenever a pet, whether owned or visiting, defecates outside of a Unit, the Unit Owner or Occupant responsible shall immediately thereafter remove such waste and dispose of it in a manner approved by State and Local regulations.

Any and all costs of repairing damage and/or cleaning of a nuisance of the Condominium caused by a pet, owned or visiting, shall be assessed against the responsible Unit Owner / Occupant."

Dogs and cats must be controlled on a leash when outside the Unit. Dog runs, pens and electric fences are not allowed. Mequon regulations regarding pets must be observed, including licensing requirements. All pet waste must be immediately picked up and properly disposed of. Lawns will not be cut where such waste is not removed. Animals running loose or habitually barking should be reported to the Mequon Police Department.

FEEDING OF WILDLIFE

Only rodent-proof bird feeders may be used providing excess bird food shall not accumulate on the ground. The ground feeding of wildlife (e.g. birds, ducks, geese, swans, rodents, etc.) is strictly prohibited.

EXTERIOR SIGNS

Exterior Signs are prohibited in the condominium except as follows:

The only permissible exterior signs are the following:

- A security sign placed in the Unit Owner's limited common elements;
- An owner's name sign placed in the Unit Owner's limited common elements
- A "for sale" sign may be posted for no longer than 6 months.

Violation: Every day a sign is displayed in violation of this rule shall constitute a continuing violation and shall subject the owner to daily and continuing fines.

FLAGS

Exterior flags are prohibited in the condominium, except a Unit Owner may display a 3' x 5' United States flag on an angle pole mounted on the front of a Unit.

Violation: Every day a flag is displayed in violation of this rule shall constitute a continuing violation and shall subject the owner to daily and continuing fines.

ESTATE SALES

Estate, rummage, chattel or similar sales and related signage is prohibited without prior written approval of the Board of Directors.

UNIT MAINTENANCE

All interior and exterior repair and maintenance of a Unit building is the responsibility of the Unit Owner, including decks, patios, sidewalks, driveways (except sealing), etc. This includes exterior painting, roofing, window glass, caulking, etc.

EXTERIOR CHANGES

All contemplated exterior changes to a Unit building, deck, walk, patio, lighting or significant landscaping must be submitted in advance to the Buildings & Grounds Committee for approval. This includes the placement of all types of playground equipment.

ROOFS

Wood shake or composition shingles are permitted. If composition shingles are selected, they should be a 40-year dimensional shingle (like GAF Timberline Ultra HD or equivalent). Please check with the Association's Management Firm for approved color choices.

All roof replacements require Concord Place B&G Committee approval. When submitting the Alteration Approval form for a composition roof, the form must include the following:

- Signed request of applicant and roof mate.
- Brand, model and color of shingle.
- Brochure and an actual sample of shingle type.
- Contractor name.

Unit Owners must also consult with, and abide by the City of Mequon, regarding permit requirements and municipal code requirements.

EXTERIOR UNIT PAINTING

Unit buildings are required to be painted as needed to maintain the ambiance and curb appeal of the Condominium. Such painting requirements are determined by the Unit owner(s) or the Buildings and Grounds Committee. Any change in building colors must be approved by the Buildings & Grounds Committee.

MAILBOXES

The Unit mailbox installation is the property of the Unit Owner as recently constructed to the Association standard. The mailbox and its installation are to be maintained to such standard at

Unit owner expense. The Building & Grounds Committee will routinely inspect mailbox installations for conformance. Unit owners should contact Hunt Management for any repair or replacement required.

FIREPLACE CHIMNEY CLEANING

As recommended by the Association's insurance provider fireplace chimneys should be cleaned at least annually by a certified "chimney sweep" in order to prevent dangerous build-up of creosote which can lead to a possible chimney fire.

DRYER VENTS

Regarding fire safety, our insurance company has advised that all dryer ventilation piping must be approved rigid metal or flexible rigid metal vent piping. In the event of a vent fire, rigid metal piping provides a higher degree of protection than the plastic/vinyl or thin flex foil type vent piping.

GRILLING

To help reduce fire hazards and meet current insurance guidelines and established fire safety code standards, the use of gas or charcoal grills within ten (10) feet of any building shall be prohibited. The use of grills on any balcony is also prohibited. The use of electric grills instead of gas or charcoal grills is recommended.

SMOKE DETECTOR REPLACEMENT

As recommended by the Association's insurance provider approved single-station or multiple-station smoke detectors, continuously powered by the house electrical service, should be installed in every living unit within the condominium building in accordance with NFPA 101-2015, Sections 30.3.4.5 (New) and 31.3.4.5 (Existing). As an alternative, wireless smoke detection systems may be used so long as they are UL listed and provide supervision of the battery powering each detector.

EXTERIOR WATERING

Exterior watering of lawns, flowers, shrubs and trees is the responsibility of the Unit Owner, limited by applicable municipal or Mequon Water Utility regulations.

ENFORCEMENT PROCEDURES

Violations may be reported by the B&G, by a Unit Owner, or by a resident, to the Management Company or member of the Board of Directors. Reported violations must be in writing and contain the following:

- Address of offender, and name, if known.

- Brief description of violation observed.
- Time and place of occurrence, or if a continuing violation, the times/dates of occurrences.
- Name, address and telephone number of person reporting.

Upon receipt of a complaint, the Management Company and Board of Directors shall attempt to resolve the matter by obtaining voluntary correction of the violation by verbal and/or written communication.

If the Management Company /Board of Directors is unable to resolve the matter in a reasonable time frame, the alleged offender shall be invited to the next meeting of the Board of Directors to state his/her position. At least five (5) business days prior to convening that meeting, the Chair Person of the Board of Directors, will notify complaining party or parties and all offenders, by mail of hearing date, time and place. If the alleged offender fails to appear, no presumption shall be made against him/her for non-appearance. The Board of Directors shall proceed in making its decision, which shall be final, non-appealable, and binding upon all parties.

If the Board of Directors determines there are violations of the Rules and Regulations, By-Laws or Declaration, or any law, it may respond as follows:

- Written reprimand.
- Assess a fine in an amount to be determined by the Board of Directors. Any fine assessed must be paid within 30 days, otherwise the Board of Directors reserves the right to increase the fine.
- By the Association removing or correcting the violation, the cost of which shall be borne by the Unit Owner.
- By the Association filing a lien on Unit Owner's condominium.
- By referring the matter to the police, or other authorities deemed appropriate by the Board of Directors.

The Association has the right to collect its costs and reasonable attorneys' fees in resolving any matter, including any counter-claim, if it is the prevailing party.

All Unit Owners shall be responsible for the actions of their guests, tenants, or guests of tenants. As such, Unit Owners shall be obligated to remedy Board Sanctions in the event the Board of Directors determines there are violations.

CONCORD PLACE CONDOMINIUM ASSOCIATION INC.

Managed by Hunt Management Incorporated

10520 N Baehr Rd Suite Q.

Mequon WI, 53092

(262) 238-1480

jhunt@huntmanagement.com

Building & Grounds Committee Addition or Alteration Approval Request Form

Date: _____

Unit Owner Name: _____

Unit Address: _____ Unit #: _____

Telephone Numbers: Home: _____ Cell: _____

Email Address: _____

Scope of Improvement, Replacement, Addition, Attachment, etc.: (Use back or attachments if necessary)

Permit required: ____ Yes ____ No / Permit Number _____

Date Work will Begin: _____ Estimated Completion Date: _____

Contractors Name: _____

Telephone Number: _____ Email Address: _____

Certificate of Liability and Workers Compensation Insurance:

Company: _____ Policy Numbers _____

I understand the Buildings & Grounds Additions or Alterations Rules and that violation of said Rules could subject me to penalty.

Owner/Resident agrees to adhere to the Concord Place Condominium Addition or Alteration Rules and Guidelines and to be responsible for any damage or injury resulting from a Unit Addition or Alteration project, including but not limited to cleaning, repair or replacement of any damage to Association Common or Limited Common Elements.

Owner/Resident: _____ Date _____

Owner/Resident: _____ Date _____

Concord Place Condominium: _____ Date _____

Please complete and submit this form to Jeff Hunt at Hunt Management.

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

STATUTORY RESERVE ACCOUNT STATEMENT

STATUTORY RESERVE
ACCOUNT STATEMENT

Document Number

0839836

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 30974

RECORDED ON
04/18/2006 09:33AM

REC FEE: 11.00
TRANS FEE: 0.00
PAGES: 1
EXEMPT #: 0

Re: Concord Place Condominium Association, Inc.
Condominium, being a condominium created under the Condominium
Ownership Act of the STATE OF WISCONSIN by a "Declaration of
Condominium for Concord Place Condominium Association,
Inc. Condominium", dated the 11th day
of February, 1991 and recorded the 2nd day of
April, 1991 in the Office of the Register of Deeds
for Ozaukee County, Wisconsin, in
(Reel)(Vol.) 697 of Records, at (Images) (Pages) 0001
through 0116, as Document No. 441768
and by a Condominium Plat (hereinafter "Condominium").

The Condominium (shall) (shall not) have a Statutory Reserve Account, as
described in Wis. Stat. § 703.163, effective April 10,
2006. This determination is made by the (~~Declarant~~) (Association
with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is
anticipated that future expenditures for the repair and replacement of the
common elements will be funded by: A Non-Statutory Reserve
Account and such other means available by law

Recording Area

Name and Return Address

Concord Place
C/o Hunt Management
10520 N. Baehr Road, Suite Q.
Mequon, Wisconsin 53092

\$11
E

Parcel Identification Number (PIN)

Dated this 10th day of April, 2006.

John Sheehy
* John Sheehy
Title: President

Debra Slater
* Debra Slater
Title: Secretary

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, _____

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Jeffrey S. Hunt

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN, _____)
_____) ss.
Ozaukee County.)

Personally came before me this 10th day of
April, 2006, the above named

John Sheehy
and
Debra Slater

to me known to be the person _____ s _____ who executed
the foregoing instrument and acknowledged the same.

Jeffrey S. Hunt

Notary Public, State of Wisconsin

My Commission is permanent. (If not, state expiration date:
February 4, 2007.)

*Names of persons signing in any capacity should be typed or printed below their signature.

Hunt Management 10520 N. Baehr Road, Ste Q Mequon, WI 53092
Phone: (262) 238 - 1480 Fax: (262) 238 - 1485 Jeffrey Hunt

Produced with ZipForm™ by RE FormsNet, LLC 18025 Fifteen Mile Road, Clinton Township, Michigan 48035 www.zipform.com

Concord Place

CONCORD PLACE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION I

OTHER IMPORTANT INFORMATION AND DOCUMENTS

INCLUDING....

HOMEOWNER'S GUIDE

CONCORD PLACE

HOMEOWNER'S

GUIDE

2026

MANAGEMENT

The Association is managed by the professional community association management firm of:

Hunt Management Incorporated
10520 N. Baehr Road, Suite Q.
Mequon, Wisconsin 53092
Telephone: 262-238-1480
Fax: 262-238-1485

Angie Rosploch, Property Manager
angie@huntmanagement.com

Service Requests:
clientservices@huntmanagement.com

Hereafter, throughout this document, Hunt Management is referred to as the "Association's Management Firm".

Your maintenance, financial, and management-related questions, comments, and concerns should be referred to the Association's Management Firm during business hours of 7:30 a.m. to 5:00 p.m., Monday through Thursday, and 8:30 a.m. to 12:00 Noon, Friday. For emergencies, the Association's Management Firm provides an answering service when their office is closed. (It is strongly recommended that an extra Unit key be left with a neighbor in the event of an emergency and notify the Association's Management Firm of key location.)

The Association's Management Firm maintains a website for the benefit of registered Concord Place Owners app.townsq.io/login. To register, please contact Client Services staff at ClientServices@HuntManagement.com.

BOARD OF DIRECTORS

The Board of Directors consists of 5 Directors, who must be Unit Owners, elected by Association members for staggered terms of 3 years. The current Directors are:

DIRECTOR	ADDRESS	TELEPHONE	TERM
Mike Parks – President Email: parks@wi.rr.com	1639 W. Bradford	414-397-4688	2027
Julia Chiger – Vice President Email: julia.chiger@gmail.com	10710 N. Magnolia Dr.	414-975-3858	2027
Carla Bartlett – Treasurer Email: bartlett.carla@gmail.com	10653 N. Winslow Dr.	414-861-2252	2028
Christine Smilanich – Secretary Email: cdssmile46@gmail.com	1515 W. De La Warr Cir.	262-309-1920	2026
Ivan Kamyshko – Director at Large Email: ivan.kamyshko@gmail.com	10712 N. Magnolia Dr. (Buildings & Grounds Committee Chair)	414-426-4180	2026

While the Directors graciously volunteer their time to serve and govern the Association, they do so as a team and rely upon The Association's Management Firm as the first contact and conduit between Owners and the Board of Directors. Please direct all Association related questions, comments, and concerns to The Association's Management Firm. Owners must be respectful when addressing and communicating with the Association's Management Firm and Board of Directors members, and foul language, verbal or written, is not acceptable.

NEIGHBORHOOD CRIME WATCH

Unit Owners should immediately report dangerous or questionable activity to the Mequon Police. On matters of lesser urgency, contact Association's Management Firm.

ASSOCIATION

The Condominium is governed by the Restated Declaration, Bylaws and Articles of Incorporation of the Concord Place Condominium Association, Inc. dated February 1, 1991, as amended. The above Documents are filed with the Register of Deeds, Ozaukee County, Port Washington, Wisconsin. Unit Owners become members of the Association upon purchase of a Unit and receipt of a deed.

An Annual Meeting of the Association is held the first Monday in December for the election of Directors and approval of the Annual Budget. Other meetings are held as necessary. Each Unit is entitled to one vote, provided all payments are current. If the Unit is owned jointly, either Owner may vote. Proxies are solicited from those Owners who cannot attend, as a quorum of 20% of Association members is necessary to conduct business.

FINANCIAL

Fees

The 2025 monthly fee is \$165. This fee is due the first of every month, and an automatic penalty of \$25 is assessed if the payment is not received by the 10th of the month. A transfer fee of \$100 is due from a new Owner whenever a Unit is sold. (Fees may be paid by check or through the Association's Management Firm's electronic funds transfer program. Inquiries should be directed to Association's Management Firm.)

Each Unit assessed their pro-rata portion of insurance (payable in June) covering their structure.

An additional fee is charged to the 20 Owners with Units on the ponds. That fee is usually charged in December of each year and is based upon the pond related expenses from the preceding year. The fee levied in 2025 was \$291.13.

Property Taxes, Water & Sewer Charges

Property taxes are billed annually directly to the Unit Owner by the City of Mequon. Water and sewer charges are billed quarterly directly to the Unit Owner by the City of Mequon Water Utilities.

SERVICES PROVIDED BY THE ASSOCIATION

Driveways

Asphalt driveways are crack filled and sealed every 2 years for appearance and protection, on an alternate year basis. Contact management for a current rotation schedule.

Groundskeeping

The Association provides a spring and fall clean-up, lawn and shrub fertilization, broadleaf weed control and mowing of lawns, de-weeding of mulched landscape beds and berms, roadside weed control and pruning of shrubs (maximum height of 6') to provide a consistent and attractive condominium setting.

Unit Owners are responsible for landscaping and plantings, including the mulching of all planting beds within their individual limited common areas. The mulch requirement is that the mulch must be dark brown, shredded and a hardwood bark mulch.

Owner requests/issues regarding land maintenance should be submitted to the Association's Management Firm who will pass it along to the landscaping company. Owners should not be in direct contact with the landscaping workers who are on the premises.

The Association provides curbside pick-up of Unit Owner yard waste at least once per month. Yard waste may be placed curbside the weekend prior to collection. Yard waste placed curbside more than the weekend prior to the assigned pickup day is subject to both a fine and removal charge. If an Owner is awaiting removal of yard debris from a privately contracted service provider, the Association's Management Firm must be notified of this arrangement.

Insurance

All-Peril property insurance is carried by the Association, which covers repair or replacement of Condominium buildings in the event of a covered loss. Losses due to flood, earthquake and nuclear accident are not covered and coverage for sewer & drain back-up losses is limited. The deductible is \$5,000 per loss, all of which is the responsibility of the Unit Owner(s) experiencing the loss. The cost of such property coverage is billed annually to each Unit Owner, prorated on the ratio of each Unit's assessed valuation to the total assessed valuation of all Units. Association general liability, workers compensation and umbrella coverages are also carried, the cost of which is shared equally by all Unit Owners and included in the insurance bill. Insurance bills must be paid in 30 days to avoid a \$25 late penalty. Claims should be filed through the Association's Management Firm.

Unit Owners should carry their own insurance for such areas as personal property and contents, individual Unit "building" coverage (example - \$50,000) including sewer & drain back-up & flood, general liability, loss of use and loss assessment, with an earthquake rider, such as customarily contained in HO6 Condominium Unit Owner policies. For more information regarding insurance please refer to the annual insurance renewal notice that is mailed to all Owners each year prior to the June 4th renewal.

Any Unit Owner who makes an addition or alteration to his/her Unit for which, according to the ordinances of the City of Mequon, a building permit is required, must obtain a permit and forward a copy of it to the Association's Management Firm. Failure to do so will result in the addition or alteration not being covered by the Association's property insurance.

Lighting

Street lighting is maintained by the Association. Yard light bulbs and other exterior light bulbs that are fronting the street are replaced as burned out and reported to the Association's Management Firm.

Snow Removal

The Association provides snow removal for driveways and walks following a minimum one (1) inch snowfall. Driveway plowing will be the priority to permit access to the Unit buildings. Some driveway scuffing must be expected in the process, especially for night plowing. Walkways will be cleared after all driveways have been cleared. Residue ice patches on driveways and walkways are the responsibility of the Unit Owner/resident. **Salt should never be used.**

Trash and Recycling Pick-up

Trash and recyclables are regularly picked up Fridays by GFL Green For Life Environmental (Formerly Advanced Disposal) for trash every Friday and recyclables every other Friday. On "Holiday

Schedule Weeks" (New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, Martin Luther King Day and Christmas) normal Friday collection of refuse may be delayed one day to Saturday. A service calendar is posted on the Management Firm's website. Trash and recyclables must be placed next to the driveway at the street in covered bins provided by GFL in accordance with the recycling regulations of the City of Mequon and the refuse collection company, GFL.

Note: Refuse shall not be placed curbside more than 24 hours prior to collection.

Please direct any garbage service questions to the Association's Management Firm, who will contact the company or direct you accordingly. For individual special pick-ups at Unit Owner expense, you may contact GFL at 262-679-0860

OWNER RESPONSIBILITIES

Registration Information

To best serve the Association it is imperative that the Association's Management Firm has accurate and current information on file for each Unit Owner and resident. Such information includes the names and phone numbers of Owners, residents, emergency contacts, keyholders, lender, insurance company, etc. Please ensure that your individual information is up-to-date. ***(The Association's Management Firm maintains, on the website (app.townsq.io/login) an email directory of Owner/Residents and will use it to advise Owner/Residents of matters affecting Concord Place, so please provide your email address as part of the Registration process.)***

The website includes a downloadable PDF of the Homeowner Directory. Note that some Owners may opt out of being included in the Directory.

Exterior Changes

All contemplated exterior changes to a Unit building, such as roof, deck, walk, patio, lighting or significant landscaping and all types of playground equipment must be submitted in advance to the Association's Management Firm using the Building & Grounds Committee Addition or Alteration Approval Request Form (Alteration Approval Form). An Alteration Approval Form is attached to this Guide and is also available on the website. The Owner is responsible for arranging inspections for all public and private utility lines.

By signing and submitting the form, the Owner agrees to: **"Owner/Resident agrees to adhere to the Concord Place Condominium Addition or Alteration Rules and Guidelines and to be responsible for any damage or injury resulting from a Unit Addition or Alteration project, including but not limited to cleaning, repair or replacement of any damage to Association Common or Limited Common Elements."**

If the Board or Grounds Committee approves of a Unit Owner performing work on the Limited Common Elements which the Association would otherwise be responsible for or Common Elements and damage occurs to the Common Elements or Limited Common Elements which the Association would otherwise be responsible for, the Unit Owner bears the responsibility for the cost incurred by the Association in fixing the damage.

Painting and roof replacement requirements are determined by the Unit Owner(s) or the Buildings and Grounds Committee and need to be **agreed to and coordinated between roofmates. These requests must be approved by the Buildings & Grounds Committee by submitting the Concord Place Addition or Alteration Form.**

Certain accommodation work may be offered by the Association or requested by Unit Owners at Unit Owners' expense. This could include minor repairs to the building or driveway, removal of bees' nests, mailbox repair or replacement, gutter clean out, landscape/lawn renovation, etc. Contact the Association's Management Firm for details.

Dumpster and/or Roll-Off Request Form

Any projects that require an Owner to have a dumpster/roll-off needs to be approved by the Board before the dumpster/roll-off is delivered. Owners should complete a Dumpster and/or Roll-Off Request Form included in this Homeowner's Guide and submit it to the Association's Management Firm for approval.

Limited Common Areas

Concord Place lawns and Limited Common Areas are reserved for the private use of the appurtenant Unit Owner. Owners should be respectful of other Owner's privacy and not encroach in these areas.

Maintenance

All interior and exterior repair and maintenance of a Unit building is the responsibility of the Unit Owner, including decks, patios, sidewalks, driveways (except sealing), etc., and must be approved by the Building & Grounds Committee. This includes exterior painting, roofing, window glass, caulking, etc. Per the CP Bylaws, ARTICLE VI I, Section B, the Buildings and Grounds Committee will have sole discretion as to whether the exterior of a Unit is in need of painting and/or repair.

Watering

Exterior watering of lawns, flowers, shrubs and trees is the responsibility of the Unit Owner, limited by applicable municipal or Mequon Water Utility regulations.

Exterior Unit Painting

Unit buildings are required to be painted as needed to maintain the ambiance and curb appeal of the Condominium. Such painting requirements can be initiated by the Unit Owner(s) or the Buildings and Grounds Committee. All building colors must be approved by the Buildings & Grounds Committee.

Roofs

Wood shake or composition shingles are permitted. If composition shingles are selected, they should be a 40-year dimensional shingle (like GAF Timberline Ultra HD or equivalent). Please check with the Association's Management Firm for approved color choices.

All roof replacements require Concord Place B&G Committee approval. When submitting the Alteration Approval Form for a composition roof, the form must include the following:

- Signed request of applicant and roof mate.
- Brand, model and color of shingle.
- Brochure and an actual sample of shingle type.
- Contractor name.

Unit Owners must also consult with, and abide by the City of Mequon, regarding permit requirements and municipal code requirements.

Smoke Detector Replacement

As recommended by the Association's insurance provider approved single-station or multiple-station smoke detectors, continuously powered by the house electrical service, should be installed in every

living Unit within the condominium building in accordance with NFPA 101-2015, Sections 30.3.4.5 (New) and 31.3.4.5 (Existing). As an alternative, wireless smoke detection systems may be used so long as they are UL listed and provide supervision of the battery powering each detector.

Mequon Noise and Nuisances Ordinances

Homeowners should be familiar with ORDINANCE 2017-1511 - City of Mequon Noise Ordinance: "Homeowner Activities. Between the hours of 7:00 a.m. and 8:00 p.m. on Monday through Friday, and 8:00 a.m. and 8:00 p.m. on Saturday, Sunday and public holidays, reasonable and ordinary noises related to construction, excavation, demolition, alteration, or repair of single family structure that is completed by the homeowner shall be exempt from the provisions of this section, and no person shall create, as associated with any such construction activities, any loud or sharp noises, concussions or disturbing sounds that may tend to annoy or disturb a person of ordinary sensibilities outside of these hours."

Homeowners should be familiar with Mequon Code of Ordinances, Chapter 50 Nuisances, Article I., #17: "Making continuing or causing to be made any loud, disturbing or unnecessary sounds or noises emanating from or in the proximity to a premises by persons associated with that premises, such as horns, whistles, music amplification equipment, public address systems; and construction or repair machinery or garden and lawn equipment between the hours of 10:00 p.m. and 6:00 a.m., which would tend to annoy or disturb a person of ordinary sensibilities in the proximity of the premises.

ASSOCIATION RULES AND REGULATIONS

For a complete list of Concord Place Association rules and regulations and the fines that may be associated with non-compliance of the rules and regulations please refer to the Rules and Regulations document on the Concord Place Condominium Association website.

Dogs and Cats / Pets

According to the Bylaws "Up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat together with a reasonable number of caged pets (i.e. canaries, hamsters, etc.) are allowed per Unit." Dogs and cats must be controlled on a leash when outside the Unit. Dog runs, pens and electric fences are not allowed. Mequon regulations regarding pets must be observed, including licensing requirements. All pet waste must be immediately picked up and properly disposed of. Lawns will not be cut where such waste is not removed. Animals running loose or habitually barking should be reported to the Mequon Police Department. (See Rules and Regulations document for additional related provisions).

Estate Sales

Estate, rummage, yard, chattel or similar sales and related signage are prohibited without prior written approval of the Board of Directors.

Flags

Exterior flags are prohibited in the condominium, except a Unit Owner may display a 3' x 5' United States flag on an angle pole mounted on the front of a Unit.

Violation: Every day a flag is displayed in violation of this rule shall constitute a continuing violation and shall subject the Owner to daily and continuing fines.

Signs

Exterior Signs are prohibited in the condominium except as follows:

- A security sign placed in the Unit Owner's limited common elements.
- An Owner's name sign placed in the Unit Owner's limited common elements
- A "for sale" sign may be posted for no longer than 6 months.

Violation: Every day a sign is displayed in violation of this rule shall constitute a continuing violation and shall subject the Owner to daily and continuing fines.

Fireplace Chimney Cleaning

As recommended by the Association's insurance provider, fireplace chimneys should be cleaned at least annually by a certified "chimney sweep" in order to prevent dangerous build-up of creosote which can lead to a possible chimney fire.

Garage Doors and Unit Doors

Vehicles are to be kept in garages and garage doors must be kept closed except when the garage is being accessed. Garage doors and Unit doors should be closed from dusk to dawn. During the day, garage doors can be open when in use, but should be kept closed as much as possible, and must be closed overnight. Having garage doors open during the day or night can be a safety risk.

Grilling

To help reduce fire hazards and meet current insurance guidelines and established fire safety code standards, gas or charcoal grills shall be used only on patios or decks adjacent to the Units and at least ten (10) feet away from any building. The use of grills on any balcony is also prohibited. The use of electric grills instead of gas or charcoal grills is recommended. It is further recommended that the grills are placed on a non-combustible mat/surface.

Fire Pit

To help reduce fire hazards and meet current insurance guidelines and established fire safety code standards, the use of wood burning fire pits is prohibited.

Mailboxes

Mailboxes are the property of Unit Owners. Their installation and maintenance are at the Owner's expense. Any replacement or modifications require prior approval by submitting an Alteration Approval Form to the Association's Management Firm,

Parking

In addition to the provisions of the Bylaws, Article XI. Section C: If a Unit Owner owns one or two vehicles, such vehicles must be parked regularly within the Unit garage. If more than two vehicles are owned by the Unit Owner(s), or owned by another family member living in the Unit (such as a child or a parent), or any person that lives in the Unit on a regular basis (such as a non-married partner or tenant), one additional vehicle may be parked on the driveway overnight, provided it is in **regular use** and is a standard passenger vehicle (sedan, coupe, convertible, SUV, minivan). This parking rule applies to overnight parking, as some Owners may leave vehicles in the driveway during the day to access or use their garages.

All other vehicles (campers, trucks, trailers, boats, RVs, snowmobiles, motorcycles, motor scooters, etc.) are prohibited from parking on the driveway, with the exception of: short-term service vehicles, delivery vehicles, and Unit Owner guest vehicles, on a short-term basis.

By Mequon Ordinance, there is no parking on city streets without prior authorization. Any parking on the public streets running through Concord Place Condominium must be authorized by the Mequon Police Department.

Note: Any exceptions an Owner may think should be considered should be brought to the Board for consideration.

IMPORTANT PHONE NUMBERS

EMERGENCY (Fire, Police, Ambulance)

911

NON-EMERGENCY

Mequon City Hall	262-242-3100
Mequon Fire Department (including Rescue and Ambulance	262-242-2530
Mequon Police Department	262-242-3500
Weyenberg Public Library	262-242-2593
Wisconsin Poison Center	800-222-1222

ELECTED OFFICIALS

Mequon Mayor – Andrew Nerbun	anerbun@ci.mequon.wi.us	262-236-2944
Mequon Alderman – Brian Parrish	bparrish@ci.mequon.wi.us	414-708-5631
State Representative – Deb Andraca (D)	Rep.Andraca@legis.wisconsin.gov	608-266-0486
State Senator – Jodi Habush Sinykin (D)	Sen.HabushSinykin@legis.wisconsin.gov	608-266-5830
U.S. Representative – Glenn Grothman (R)		202-225-2476
U.S. Senator – Tammy Baldwin (D)		202-224-5653
U.S. Senator – Ronald H. Johnson (R)		202-224-5323

VOTING

Condominium Residents who meet voting requirements vote at the Range Line School Building, 11040 N. Range Line Road, Mequon, Wisconsin. Ward 16, District 6.

2026 Homeowner's Guide

CONCORD PLACE CONDOMINIUM ASSOCIATION INC.

Managed by Hunt Management Incorporated

10520 N Baehr Rd Suite Q.

Mequon WI, 53092

(262) 238-1480

angie@huntmanagement.com

Building & Grounds Committee Addition or Alteration Approval Request Form

Date: _____

Unit Owner Name: _____

Unit Address: _____ Unit #: _____

Telephone Numbers: Home: _____ Cell: _____

Email Address: _____

Scope of Improvement, Replacement, Addition, Attachment, etc.: (Use back or attachments if necessary)

Permit required: _____ Yes _____ No / Permit Number _____

Is this an expansion: _____ Yes _____ No (is this going to be bigger than what is currently existing)

Is the color going to be matched to the existing color: _____ Yes _____ No (are you changing the color of paint/stain/siding etc.)

If you are changing the color please list the new color: _____

Date Work will Begin: _____ Estimated Completion Date: _____

Contractors Name: _____

Telephone Number: _____ Email Address: _____

Certificate of Liability and Workers Compensation Insurance:

Company: _____ Policy Numbers _____

I understand the Buildings & Grounds Additions or Alterations Rules and that violation of said Rules could subject me to penalty.

Owner/Resident agrees to adhere to the Concord Place Condominium Addition or Alteration Rules and Guidelines and to be responsible for any damage or injury resulting from a Unit Addition or Alteration project, including but not limited to cleaning, repair or replacement of any damage to Association Common or Limited Common Elements.

Owner/Resident: _____ Date _____

Owner/Resident: _____ Date _____

Concord Place Condominium: _____ Date _____

Please complete and submit this form to the Association's Management Firm.

CONCORD PLACE CONDOMINIUM ASSOCIATION INC.
Managed by Hunt Management Incorporated
10520 N Baehr Rd Suite Q.
Mequon WI, 53092
(262) 238-1480
angie@huntmanagement.com

Dumpster and/or Roll-Off Request Form

Date: _____

Unit Owner Name: _____

Unit Address: _____ Unit #: _____

Telephone Numbers: Home: _____ Cell: _____

Email Address: _____

Size of Dumpster or Roll Off

Date Receptacle Will Be Delivered: _____

Estimated Receptacle Will Be Picked Up: _____

Contractors Name: _____

Telephone Number: _____ Email Address: _____

Certificate of Liability and Workers Compensation Insurance:

Company: _____ Policy Numbers _____

I understand the Buildings & Grounds Additions or Alterations Rules and that violation of said Rules could subject me to penalty.

Owner/Resident agrees to adhere to the Concord Place Condominium Addition or Alteration Rules and Guidelines and to be responsible for any damage or injury resulting from a Unit Addition or Alteration project, including but not limited to cleaning, repair or replacement of any damage to Association Common or Limited Common Elements.

Owner/Resident: _____

Date _____

Owner/Resident: _____

Date _____

Concord Place Condominium: _____

Date _____

Please complete and submit this form to Association's Management Firm.



A Community Presence

January 29, 2025

Dear Homeowner,

Hunt Management is excited to announce the launch of your Association's new website, TownSq. TownSq is a new all-in-one website and mobile app, designed to help you connect, collaborate and stay up to date with your association, at any time, on any device. Manage your account and access the resources you need when you need them.



Download the app and register now to:

- Easily communicate with your management team
- Manage your account and pay online
- Get up-to-date news and alerts
- Request and review status of service inquiries
- And more

Register your account by email go to app.townsq.io/ais/sign-up. Chose Sign up with email. Enter the email that received the registration email. You will be emailed a link to complete your registration. If you have multiple units, you can link them during your registration. **Or,**

Register for your account by going to app.townsq.io/ais/sign-up and entering your CINC Account ID and Unit Zip Code below:

1. Enter your Association Account Number & Unit Zip Code

Note: If you have more than one account, you will be able to link them and have a single login.

2. Once your account has been created, go to app.townsq.io/login and enter your e-mail and password.

To make a payment:

1. Login to TownSq.
2. View your account balance and click "Make a payment" under "Accounts".
3. Add your preferred payment method (credit card or bank account) to our secure environment.
4. Pay online instantly with a one-time payment or set up recurring payments with auto pay.

***Processing Fees do apply.**

***Recurring payments occur on the 5th of each month.**

ONCE LOGGED IN, YOU WILL INSTANTLY BE ABLE TO CUSTOMIZE YOUR COMMUNICATION SETTINGS TO START RECEIVING NOTIFICATIONS – WHEN AND HOW YOU WANT!

Please contact Client Services at 262-238-1480 or by email at clientservices@huntmanagement.com with any questions.

Sincerely,

Hunt Management, Inc., AAMC

(262) 238-1480

www.huntmanagement.com

About TownSq – TownSq is the global solution for better community living. Designed as the single source of truth for managing communities, TownSq delivers the most complete, mobile community experience by helping you connect, collaborate and stay informed on everything happening in your community – from daily management and ongoing maintenance to community programs and events. Our communities use TownSq to empower their managers, members and residents to experience community their way. Visit www.townsq.io to learn more.



Updating Profile Settings & Notification Preferences

1. Sign into your account.
2. Click the down arrow to show your Profile Settings. Then click on Profile Settings.

The screenshot displays the TownSq web application interface. On the left is a navigation sidebar with categories: Community (Home, Offers, Residents), Communication (Forum, News & Events, Requests), and Tools (Reservations, Documents). The main content area is titled 'My Community' and features a 'NEWS & EVENTS' section with a date of 02/06/2025, an announcement about a new announcement, and a link to 'Board Meeting Minutes 12-5-24' dated 02/05/2025. Below this is a 'Read more' link. The right side of the interface shows a user profile for 'TEST USER' from 'TEST ASSOCIATION'. A dropdown menu is open, with 'Profile Settings' highlighted by a red circle. Other menu items include 'Occupants', 'Accounts', and 'Logout'. Below the profile section is an 'Inbox' area with a notification icon and the text 'There are no new notifications'. At the bottom is an 'Account' section showing 'Test Association', 'Address 567 Main', and a 'Current Balance: \$ 0'. A help icon with a question mark and the number '2' is located in the bottom right corner.

townsq

OFFERED BY
Offered by logo

Community

- Home
- Offers
- Residents

Communication

- Forum
- News & Events
- Requests

Tools

- Reservations
- Documents

My Community

NEWS & EVENTS • 02/06/2025

A new announcement has been added.

Board Meeting Minutes 12-5-24
02/05/2025

[Read more](#)

Hi, Test!

What do you want to do?

- View or Make Payments
- Contact admin
- View announcements
- Find documents

Inbox

There are no new notifications
Receive notifications on your interactions with the community.

Account

Test Association
Address 567 Main
Current Balance: \$ 0

TEST USER
TEST ASSOCIATION

- Profile Settings
- Occupants
- Accounts
- Logout

2 ?

3. On the next screen your Profile Settings will appear. Then review your Privacy Settings. If you would like to allow other residents to view your address, phone number, or email toggle them **ON**. Once the toggle turns green you are allowing others to see your information.

There is **NO** save button. After you change your settings a confirmation box will appear.



Your preferences under Profile Settings & Notifications Preference settings update immediately after the confirmation box appears.

Under Basic Information You can edit your phone number(s) in this section, delete and add numbers or edit an existing number. To edit an existing number, click on the number and edit. You can also upload your picture. After editing a green Cancel and Save box will appear. Click Save to save your changes.

After setting your Profile Settings click on Notifications.

- The notification settings are preset. Please update your privacy setting to prevent unwanted notifications.
- **General Alerts:**
 1. If you DO NOT want to receive email notifications about the TownSq Newsletters toggle them OFF. Once they are no longer green you will no longer receive notifications. TownSq Newsletters are weekly emails recapping everything that was done that week, including documents upload and announcements.
 2. **Emergency Broadcast:** Please be sure to toggle on Emergency Broadcast to allow text messages to be sent to your phone. Residents can also add additional phone numbers to also receive text messages.

The screenshot displays the TownSq user interface. On the left is a navigation menu with categories: Community (Home, Offers, Residents), Communication (News & Events, Requests), and Tools (Documents). The top header includes the TownSq logo, a search bar, and a user profile section labeled 'TEST USER TEST ASSOCIATION'. The main content area is titled 'Profile Settings' and contains two primary sections: 'General alerts' and 'Notification preferences'. The 'General alerts' section is circled in red and includes a 'Community news' toggle (green), 'TownSq Business newsletter' and 'TownSq newsletter' toggles (both green and circled in red), an 'Emergency broadcast' toggle (green and circled in blue), and a 'Receive via text message' section with a contact number '+ 1 (262) 123-4567' and an 'Edit' button. The 'Notification preferences' section on the right lists 'Requests', 'News & Events', 'Offers Updates', and 'Payment Reminders', each with a dropdown arrow.

After setting your General Alerts notification preferences.

- Go to the Requests tab, under Notification Preferences and click the down arrow.
- The Requests box will expand for additional Notification Preferences, see next page.

The screenshot displays the TownSq user interface. On the left is a sidebar with navigation links: Community, Home, Offers, Residents, Communication (with a sub-menu for Forum, News & Events, and Requests), Tools (with sub-menus for Reservations and Documents), and Documents. The main content area is titled 'Profile Settings' and contains two panels. The 'General alerts' panel on the left lists 'Community news' and two newsletters ('TownSq Business newsletter' and 'TownSq newsletter'), each with a toggle switch. The 'Notification preferences' panel on the right lists several categories: Requests, News & Events, Reservations, Offers Updates, Forum, and Payment Reminders. Each category has a dropdown arrow. The 'Requests' dropdown arrow is circled in red. Above the 'Notification preferences' panel, the 'Profile' and 'Notifications' tabs are visible, with 'Notifications' also circled in red. The top right of the page shows a search bar, a user profile icon, and the text 'TEST USER TEST ASSOCIATION'.

After the Requests tab expands toggle ON and OFF your notification preferences.

- New Service Request: Toggle to Individual to receive individual email notifications of requests created on your behalf. If the setting is toggled to Do Not Receive you will NOT receive notifications about your maintenance requests.
- Service Requests Responses: Daily & Weekly Digests are reports of the Requests responses from you and management, rather than per Request. If you toggle to Do Not Receive you will receive NO notifications of the responses to your Requests.

Continued on the next page.

The screenshot displays the TownSq web application interface. On the left is a navigation sidebar with categories: Community (Home, Offers, Residents), Communication (Forum, News & Events, Requests), and Tools (Reservations, Documents). The main content area is titled 'Profile Settings' and has two tabs: 'Profile' and 'Notifications'. The 'Notifications' tab is active, showing two sections: 'General alerts' and 'Notification preferences'. The 'General alerts' section includes 'Community news' (expanded) and two newsletters: 'TownSq Business newsletter' and 'TownSq newsletter', both with toggle switches turned on. The 'Notification preferences' section includes a 'Requests' sub-section (expanded) with settings for 'New service request' (set to 'Individual'), 'Service request responses' (set to 'Daily digest'), and several other notification types (Request Updates, Unanswered Requests, Review notifications, Push notifications, Category-specific notifications) all with toggle switches turned on. The 'Individual' and 'Daily digest' options are circled in red. At the bottom of the 'Notification preferences' section is a 'News & Events' section with a toggle switch turned on. The top right of the page shows a search bar, a user profile icon, and the text 'TEST USER TEST ASSOCIATION'.

Next toggle your subcategory Notification Preferences.

- Please see the list of the subcategory notifications below. When they are toggled to green you will receive the email notifications.
 - **Requests:** Toggle ON for comments on requests. This notification applies to closed requests and will only be sent to the person listed as the “Assignee”.
 - **Unanswered Requests:** Toggle ON for reminders about open requests. This notification will only be sent to members of the Manager group, with Admin access, if there is no change in status or comments on the request within 2 business days of submission.
 - **Review Notifications:** Toggle ON to be prompted to provide feedback on Admins’ response to requests.
 - **Push Notifications:** Toggle ON to enable push notifications on the mobile app. NOTE: Requires download of TownSq mobile app on an iOS or Android device. Be sure to set your app notification settings on your phone to receive notifications updates through the TownSq app.
 - **Category Specific Notifications:** This only applies to Management, Boards, and Onsite Staff to customize Request type notifications. Leave toggled OFF.

The screenshot displays the TownSq web application interface. On the left is a sidebar menu with categories: Community (Home, Offers, Residents), Communication (Forum, News & Events, Requests), and Tools (Reservations, Documents). The main content area is titled 'Profile Settings' and is divided into two panels. The left panel, 'General alerts', shows 'Community news' as active and two newsletters ('TownSq Business newsletter' and 'TownSq newsletter') with toggle switches turned on. The right panel, 'Notification preferences', is for 'Requests' and shows frequency options: 'Do not receive', 'Individual', 'Daily digest' (selected), and 'Weekly digest'. Below this, a list of notification types has toggle switches: 'Request Updates', 'Unanswered Requests', 'Review notifications', 'Push notifications', and 'Category-specific notifications'. A red rectangle highlights these five toggles, all of which are currently turned on (green). At the bottom of the right panel is a 'News & Events' section.

townSq

OFFERED BY
Offered by logo

Profile Notifications

Profile Settings

General alerts

Community news

TownSq Business newsletter

TownSq newsletter

Notification preferences

Requests

New service request

Do not receive Individual Daily digest Weekly digest

Service request responses

Do not receive Individual Daily digest Weekly digest

Request Updates

Unanswered Requests

Review notifications

Push notifications

Category-specific notifications

Customize notifications for each Requests category. By default, you will only receive requests related to you.

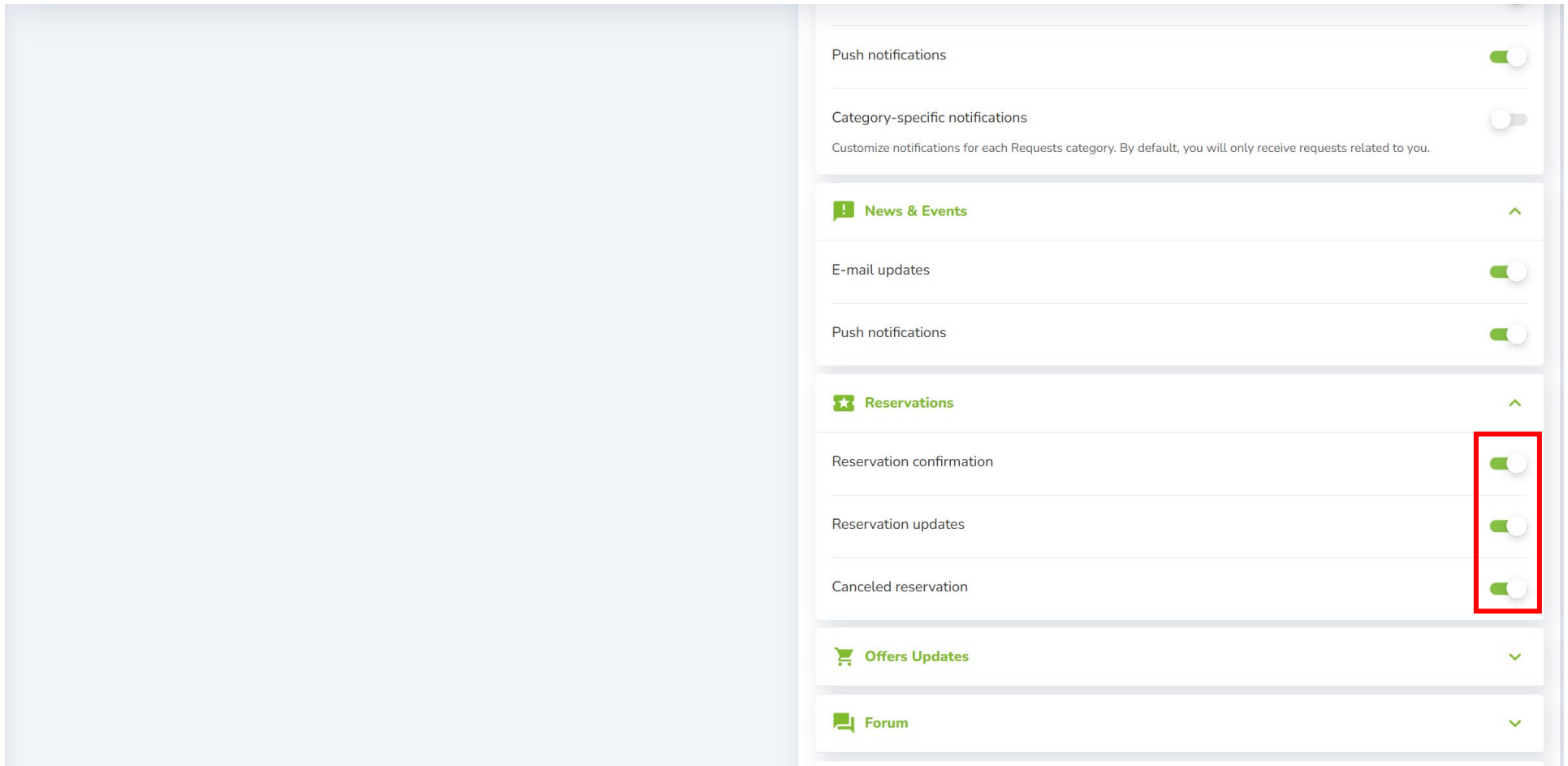
News & Events

- Next click on the down arrow next to News & Events. After clicking the arrow, the News & Event tab will expand.
- Leave Email Updates Toggled ON, in green, to receive email notifications about the property that the Manager sends out through Announcements or Events. **It is very important to leave this toggled ON to get last-minute property updates.**

The screenshot shows the TownSq user interface. On the left is a navigation menu with categories: Community (Home, Offers, Residents), Communication (Forum, News & Events, Requests), and Tools (Reservations, Documents). The main content area is titled 'Profile' and 'Notifications'. A 'TownSq newsletter' toggle is shown as 'ON'. Below this, there are sections for 'Service request responses' (with options: Do not receive, Individual, Daily digest, Weekly digest) and 'Request Updates' (with toggles for Request Updates, Unanswered Requests, Review notifications, and Push notifications). A 'Category-specific notifications' section allows customizing notifications for each Requests category. The 'News & Events' section is expanded, showing 'E-mail updates' and 'Push notifications', both of which are toggled 'ON' (green). A red box highlights the 'News & Events' section header and its toggle switches. The top right of the page shows the user's profile as 'TEST USER' from 'TEST ASSOCIATION'.

Next click the down arrow next to Reservations – Please note the Reservations tab will only appear if your property has amenities to book Reservations for.

- The Reservations tab will expand.
- To receive email notifications when your reservation is confirmed/approved, or updates are made to your reservation, or if your reservation is canceled. Toggle ON and OFF your notification preferences as desired.
- If the setting is toggled OFF, you will NOT receive notifications about your reservations.



Next click the down Arrow next to Offer Updates.

- If you DO NOT want to receive Offer Updates email notifications from TownSq Newsletters toggle them OFF. Once the toggle is no longer green you will NO longer receive Offer Updates email notifications.

The screenshot shows the TownSq user interface. On the left is a navigation menu with sections: Community (Home, Offers, Residents), Communication (Forum, News & Events, Requests), and Tools (Reservations, Documents). The top header includes the TownSq logo, a search bar, and a user profile section labeled 'TEST USER' and 'TEST ASSOCIATION'. Below the header, the 'Notifications' tab is selected. The main content area is titled 'Customize notifications for each Requests category. By default, you will only receive requests related to you.' It lists several categories with their respective notification toggles:

- News & Events**: E-mail updates (ON), Push notifications (ON).
- Reservations**: Reservation confirmation (ON), Reservation updates (ON), Canceled reservation (ON).
- Offers Updates** (highlighted with a red box): E-mail updates (ON), Push notifications (ON).
- Forum**: (No toggles visible).
- Payment Reminders**: (No toggles visible).

Next click the down arrow next to Forum. - Please note this option will only appear for properties that plan to utilize this feature.

- These notifications are only for the TownSq app.
- Next click Payment Reminders to receive notifications about payments that may be sent by management, if your Association uses this feature.

The screenshot displays the TownSq app interface. On the left is a navigation menu with sections: Community (Home, Offers, Residents), Communication (Forum, News & Events, Requests), and Tools (Reservations, Documents). The main area is titled 'Profile' and 'Notifications'. On the right, there are notification preference settings for several categories, each with a green toggle switch:

- E-mail updates** (toggle on)
- Push notifications** (toggle on)
- Reservations** (toggle on)
 - Reservation confirmation (toggle on)
 - Reservation updates (toggle on)
 - Canceled reservation (toggle on)
- Offers Updates** (toggle on)
 - E-mail updates (toggle on)
 - Push notifications (toggle on)
- Forum** (toggle on) - This category is highlighted with a red box.
- Payment Reminders** (toggle on) - This category is highlighted with a red box.

That completes your Profile Settings & Notification Preference settings.