DISCLOSURE MATERIALS

FOR

CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

Property Address:
1410-1437 W. Westport Circle / 10229-10349 N. Westport Circle
Mequon, Wisconsin 53092

1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITES 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

CEDAR RIDGE 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 begins on page A-1.
2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
3. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C-1.
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 begin on page D-1.
5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E-1.
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 begins on page F-1.
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 floor plan(s) and map can be found in the Declaration which begins on page B1.
10. RULES AND REGULATIONS: The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations begin on page G-1.
11. STATUTORY RESERVE ACCOUNT: The condominium does not have a Statutory Reserve Account. The Statutory Reserve Account Statement begins on page H-1.

CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Cedar Ridge Condominium

This Executive Summary highlights some of the information that prospective buyers of units in Cedar Ridge 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.** Cedar Ridge Condominium.

2. **Condominium Governance.** The condominium is governed by Cedar Ridge 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 Inc - Attn: Kristine Depies
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?** Yes, there are three man-made ponds on the property.

7. **Maintenance and Repair of Units.** Unit owners are responsible for the repair and maintenance of their units, including both the interior, exterior and structural portions of the units and limited common areas. The unit owner, at the unit owner's sole expense, will be responsible for the repair, maintenance, and replacement of the roof, deck or porch, stoop, mailbox, driveways and other modifications in the limited common areas adjacent to a unit including trees, shrubbery and flower beds created or installed by the unit owner and other similar common areas structures and facilities which are primarily enjoyed or necessitated by said unit owner.

   - For specific information, see: Bylaws, Art. V, §§ 5.5, 5.12.1; Rules & Regulations, p. 4.

8. **Maintenance and Repair of Common Elements and Limited Common Elements.**

Association Responsibilities: The Association is responsible for the management and control—including maintenance, repairs and replacement—of the common elements.

Unit Owner Responsibilities: Unit owners shall maintain and repair the limited common elements appurtenant to his/her unit—including the balcony/patio and driveways—and keep them in good, clean, sanitary, and attractive condition.

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: Bylaws, Art. V, §§ 5.4., 5.12.2.

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.

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. Any structural addition, alteration or improvement must be approved by the board.

An owner may not install a fence without prior, written approval from the Board. Please note that the board will not approve any request for a buried, electric pet-containment fence.

- For specific information, see: Bylaws, Art. V, §§ 5.13(m)-(o), 5.15; Rules & Regulations, pp. 4, 6.

10. **Parking.**

Availability: Each unit has an attached two-car garage.

Guest Parking: Guests may park on designated parking pads and driveway may be used for overnight guests.

Restrictions: Overnight parking on driveways is only permitted in emergencies or for an occasional overnight guest. Trucks and buses are not permitted (other than in the normal course of constructions services rendered to a unit).

- For additional rules and restrictions see: Bylaws, Art. V, §§ 5.13(h), (j); Rules & Regulations, p. 5.

11. **Rental of Units:** Rental of units is not permitted, subject to several limited exceptions.

    - For specific information, see: Bylaws, Art. VII, §7.3, as amended.

12. **Pets:**
    Pets Allow: Each owner may keep up to one (1) dog, two (2) cats or other small household pets (such as canaries or parakeets).

    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. V, § 5.13(i); Rules & Regulations, p. 9.

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 seventy-five percent (75%) of the unit owners, subject to mortgage holder 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, §§ 11(c), 13(a); Bylaws, Art. V, § 5.2, Art. XI.

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 does not charge a transfer fee in connection with the transfer of ownership of a unit.

17. **Disclosure Material Fee:** The Association charges $25.00, plus postage, for a hard copy of the disclosure materials. The disclosure materials are available for no charge at the Managing Agent's website—www.huntmanagement.com (under the "Property Information" tab).

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 $56,844.47. This amount is current as of 2/16/22

This Executive Summary was prepared or revised on February 16, 2022.

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CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

CEDAR RIDGE CONDOMINIUM
DECLARATION OF CONDOMINIUM

William C. Stevens, Sandra A. Stevens and Kenrik Corporation, a Wisconsin corporation (the "Declarant"), does hereby declare that the real estate described below is subject to the Wisconsin Condominium Ownership Act. The said real estate and all the improvements now or subsequently placed thereon and all appurtenant rights shall be known and described as CEDAR RIDGE CONDOMINIUM (the "Condominium"). The address of the Condominium shall be 700 West Donges Bay Road, Mequon, Wisconsin.

1. Description of Land. The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located (the "Property") is in Ozaukee County, Wisconsin, and is more particularly described on Exhibit A, attached hereto. A survey of the Property, showing the boundaries of the Condominium, is contained in the Cedar Ridge Condominium Plat (the "Condominium Plat").

2. Description of Buildings. Eleven buildings containing a total of 22 units are in the process of construction or have been constructed upon the land with locations as shown on the Condominium Plat filed for record in the office of the Register of Deeds for Ozaukee County, Wisconsin and incorporated herein by reference. The condominium dwelling units in each building are called "units." The buildings containing units are designated numerically as shown on the Condominium Plat.

Each building contains or will contain two units. The principal materials of which the buildings are or will be constructed are concrete block foundation and basement, wood frame, wood floors, brick and wood exterior and cedar shake roof. Water will be provided to the buildings and units by a common well which will service the Condominium exclusively. The buildings will be connected to a municipal sewer system.

3. Description of Units.

(a) Units are identified by building and number as indicated on the Condominium Plat. Each unit and the approximate area, location, number of rooms, appurtenant limited common elements and immediate common area to which it

has access are shown on the survey and set of floor plans included in the Condominium Plat. Working drawings and general specifications for the project are on file at the office of Declarant, 10140 North Port Washington Road, Mequon, Wisconsin 53092.

(b) The boundaries of each unit shall consist of that part of each building as follows:

(i) The vertical or parametrical boundaries of the unit shall be [a] exterior - the plane of the exterior of the outside walls (including the garage door, all other doors and windows) of the building bounding a unit and the vertical plane or planes of the exterior of all portions of the building extending through the roof (e.g., chimneys, dormers, vents) extended to an intersection with the upper and lower boundaries; and [b] interior wall - the center line of the wall separating the two units in each building extended to an intersection with the upper and lower boundaries; and

(ii) The upper boundary of the unit shall be the plane or planes of the exterior of the roof and the horizontal plane or planes of any portions of the building extending through the roof (e.g., chimneys, dormers, vents) and the lower boundary shall be the undersurface of the basement floor or garage floor, as applicable.

(c) Each unit shall contain two or more bedrooms, at least two baths, kitchen, dinette, utility area, attached two-car garage and a full basement. The units will vary in size from approximately 1,400 square feet to approximately 2,500 square feet.

(d) Any utility lines and plumbing equipment located outside of units, and any utility lines and plumbing equipment contained inside the boundaries of a particular unit but which service a different unit, are common elements and shall be repaired and maintained by and at the expense of Cedar Ridge Condominium Association, Inc. (the "Association"), except as otherwise provided in this Declaration or the By-Laws of the Association. The furnace and water heater for each unit are part of the respective unit serviced by said items and shall be repaired and maintained by and at the expense of the unit owner of said unit.

(e) If any portion of the common or limited common elements shall encroach upon any unit, or if any unit

shall encroach upon any other unit or upon any portion of the common or limited common elements as a result of the duly authorized construction, reconstruction or repair of a building, or as a result of settling or shifting of a building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a unit or common elements constructed or reconstructed in substantial conformity with the Condominium Plat shall be conclusively presumed to be its boundaries, regardless of the settling or shifting of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the Condominium Plat and the existing physical boundaries of any such unit or common element.

4. Description of Common Elements. The common elements shall include all of the Condominium except its units and shall include, but not be limited to, the following: land, driveways, private roads, roadside parking spaces, walks, bikeways, the well and water system servicing the Condominium, pumphouse and ponds. The common elements shall be operated, repaired and maintained by and at the expense of the Association, except as otherwise provided in this Declaration or the By-Laws of the Association. Without limiting the generality of the foregoing, the common elements shall specifically include the following:

(a) Domestic Water Supply. The Association shall operate and maintain, as a common element, a domestic water supply system consisting of a well, pump, pumphouse, mains, laterals, storage reservoir and other equipment and facilities providing for a central system of water distribution for domestic use by all units. All units shall be connected to the domestic water supply system. Water provided by this domestic water supply system may be used only for interior, household purposes such as bathing, cooking, cleaning, drinking, laundry, sanitary sewage disposal and the watering of interior plants. Water provided by this domestic water supply system may not be used for exterior purposes such as watering of lawns, shrubs, flowers or vegetables, car washing or exterior house cleaning. The City of Mequon may, if necessary, use water from the domestic water system as a secondary source of water for fire protection within the Condominium and the Association shall make no charge of any kind, type or description against the City for any water so used, nor shall the City be liable for any assessments for the maintenance of the domestic water system. In the event the City of Mequon or a public

utility approved by the City shall desire to acquire the domestic water system, the Association shall convey the domestic water system to the City or such approved utility without any cost or charge and thereafter the unit owners shall be subject to such charges or assessments for use of the domestic water system as established by the City or such approved utility.

(b) Non-Domestic Water Supply. The Association shall operate and maintain, as a common element, a non-domestic water supply system consisting of drainageways, ponds, pumps, mains, laterals and other equipment and facilities providing for a central system of non-domestic water distribution to locations within common elements. Water provided by the non-domestic water supply system shall be used for all purposes for which the domestic water supply system may not be used. The City of Mequon shall and may use water from the non-domestic water supply system as the primary source of water for fire protection within the Condominium and the Association shall make no charge of any kind, type or description against the City for any water so used, nor shall the City be liable for any assessments for the maintenance of the non-domestic water system.

(c) Storm Drainage System. The Association shall maintain, as a common element, a storm drainage system consisting of drainageways and ponds. The Association shall at all times maintain the storm drainage system to provide an unobstructed flow of storm water through the Condominium. Should the Association fail to so maintain the storm drainage system, the City of Mequon may, but shall not be obligated to, perform such maintenance and repairs as it deems necessary or prudent and charge the cost thereof against the units as a special assessment.

(d) Streets. All roadways within the Condominium shall be common elements owned by the unit owners and shall not be public streets owned by the City of Mequon. The Association shall have sole responsibility to maintain and repair the roadways and the City shall have no liability or responsibility therefor.

Notwithstanding anything to the contrary in the Declaration, the provisions of this section 4 may not be amended without the prior written consent of the City of Mequon.

5. Description of Limited Common Elements.

(a) The following common elements are permanently assigned to and limited to the use of units as follows (the "limited common elements"):

(i) The driveway servicing each unit (extending from the unit garage door to the private road) as shown on the Condominium Plat;

(ii) The land area surrounding each unit as shown on the Condominium Plat (the "yard"); and

(iii) All walks, lighting fixtures, trees, shrubs and any other plants, fixtures or structures located within each unit's yard.

(b) Each unit owner shall have the right, subject to the prior approval of plans by the Design Review Committee (if then established pursuant to the By-Laws of the Association; otherwise, by the Board of Directors of the Association), to construct and attach an enclosed porch to the rear of his unit. Such porch must be located entirely within the unit's yard and shall be a limited common element appurtenant to the unit to which it is attached, to be maintained and repaired by and at the expense of the unit owner.

6. Declarant's Right to Modify Units. Declarant hereby reserves the right to increase and/or modify or alter the size, location and floor plans of a unit during the construction of such unit provided, however, that Declarant may not cause the unit to be located outside of or exceed the boundaries of the area surrounding each unit which is indicated on the Condominium Plat as the "Unit Expansion Area". In the event Declarant exercises its rights with respect to any unit, Declarant shall file an amendment to the Condominium Plat with the Register of Deeds of Ozaukee County showing the exact location, size and floor plans of the modified unit. As each unit is constructed, any portion of the Unit Expansion Area surrounding a unit which becomes occupied by a unit shall become a part of such unit. Any portion of the Unit Expansion Area which does not become occupied by a unit shall be a part of the yard appurtenant to each unit as a limited common element.

7. Percentage Interests, Voting and Assessments.

(a) The undivided percentage interest in the common elements (including limited common elements) appertaining to each unit shall be 4.545%.

(b) There shall be one vote appertaining to each unit.

(c) All funds for the payment of common expenses and for the creation of reserves for the payment of future common expenses shall be obtained by equal assessments against the owner of each unit (except assessments for insurance premiums, which may be assessed against each unit based upon the actual cost of premiums for such unit). During the 60-day period following the first conveyance of a unit by the Declarant to a purchaser, Declarant shall have the option of either:

(i) paying monthly assessments to the Association for each unit owned by Declarant on the same basis as any other unit owner, or

(ii) paying to the Association the difference between the aggregate amount of the monthly assessments assessed against all unit owners other than the Declarant by the Association and the actual monthly expenses incurred by the Association, provided, however, that Declarant shall be required to make payments into the reserve accounts established by the Association for each unit owned by the Declarant on the same basis as all other unit owners.

Subsequent to such 60-day period, Declarant shall pay monthly assessments to the Association for each unit owned by Declarant on the same basis as any other unit owner.

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

9. Service of Process. The resident agent for the Condominium shall be the Declarant. Service of process shall be made upon the Declarant at 10140 North Port Washington Road, Mequon, Wisconsin 53092 as to matters provided in the Wisconsin Condominium Ownership Act until all units have been sold, conveyed and paid for or until the first meeting of the unit owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting (members or Board of Directors) of the Association.

10. Damage or Destruction. In the event the Condominium is destroyed or damaged in an amount in excess of 20% of the replacement cost of the entire Condominium, and insurance proceeds, if any, constitute less than 80% of the cost of completing repair or reconstruction, action by the Association by vote of 75% or more of all unit owners taken within 90 days after such damage or destruction shall be necessary to determine not to repair or reconstruct the Condominium as more fully described in section 3, Article V of the By-Laws. Damage or destruction to a lesser extent, and damage or destruction to a greater extent but for which insurance proceeds are equal to or greater than 80% of the cost of completing repair or reconstruction, shall be repaired and reconstructed pursuant to arrangement by the Board of Directors of the Association as provided in said section of the By-Laws.

11. Further Matters.

(a) All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the Condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association (the "Articles"), and the By-Laws and rules and regulations of the Association, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any unit shall constitute an acceptance by such owner, tenant or occupant of the provisions of such instruments, as they may be amended from time to time. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Condominium Ownership Act.

(b) The Declarant hereby reserves the right for a period of ten years from this date to cause one or more of the units it owns to be maintained as a model unit, and to maintain a sales office in the Condominium, and to display such models and the common elements of the Condominium for purposes of selling units in the Condominium or in other projects of the Declarant.

(c) Rules and regulations (in addition to the By-Laws) concerning the use of the units and the common and limited common elements, including provisions limiting the keeping of pets, may be promulgated and amended by the Board of Directors of the Association. Copies of such rules and regulations shall be furnished by the Board of Directors of the Association to each unit owner prior to their effective date.

(d) The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the City of Mequon, Wisconsin, the County of Ozaukee, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, 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 other conduits, with the necessary rights of ingress and egress and with the rights to do whatever may be necessary to carry out the purposes for which the easement is created.

(e) The Declarant hereby further reserves for itself and its successors and assigns, for a period of ten years following the date of recording of this Declaration, access to and the right to connect to any of the above-described underground pipes or other conduits for the improvement and benefit of additional phases of the Condominium as described in section 13(b) of this Declaration.

(f) The Declarant hereby further reserves for itself and its successors and assigns, for a period of ten years following the date of recording of this Declaration, a right of access over, across and through the Property for purposes of transporting construction materials, for making underground or aboveground utility connections and/or for any other reasonable use related to the construction of buildings and units in additional phases of the Condominium as described in section 13(b) of this Declaration. Any exercise of this right shall not constitute a nuisance.

(g) All terms used in this Declaration shall have the same meaning as used or defined in the Wisconsin

Condominium Ownership Act unless the context of this Declaration requires or specifically provides otherwise.

12. Additional Rights of Lenders.

(a) As to the holder of any mortgage or land contract vendor or insurer or guarantor of any mortgage (the "Lender") of a unit which has notified the Association in writing delivered or mailed by certified mail to the place for service of process stated in section 9 of this Declaration that it desires to receive notice of the following matters:

(i) The Board of Directors shall give the Lender written notice by mail of the call of any meeting of the membership or the Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;

(ii) The Board of Directors shall give the Lender by mail a copy of the notice of default which is given to any unit owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles, the By-Laws and rules and regulations promulgated thereunder, and any amendments thereto, simultaneously with the giving of required notice to any unit owner which shall be not later than within 30 days of such failure;

(iii) The Board of Directors shall notify the Lender of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(iv) The Board of Directors shall notify the Lender of physical damage to structure, fixtures or equipment of a unit in an amount exceeding $10,000 when such damage is known to the Board of Directors and shall notify all Lenders if common elements of the Condominium are damaged in an amount exceeding $20,000. The Board shall also notify the Lender in writing of any condemnation proceedings concerning the Condominium; and

(v) The Board of Directors shall permit the Lender to examine during normal business hours books and records of the Association (including current copies of this Declaration, Association By-Laws, and all rules and regulations promulgated thereunder) and upon request shall furnish the Lender annual reports and such other financial data (including audited financial statements) as it sends to unit owners.

(b) Unless two-thirds of the number of holders of first mortgages on units (based on one vote for each mortgage held) and all owners of affected units have given their prior written approval, or unless the Association obtains such higher proportion of consent as may be required by the Wisconsin Condominium Ownership Act, the Association shall not:

(i) Change the undivided percentage interest in the common elements of the Condominium appertaining to each unit (except as provided in sections 6 and 13(b) of this Declaration);

(ii) Partition or subdivide any unit of the Condominium;

(iii) By act or omission, seek to partition, subdivide, encumber, sell or transfer the common elements, except that the transfer of the water system as described in section 4 of this Declaration or the granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause; or

(iv) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property.

(c) Unless all holders of first mortgages on units shall have given their prior written approval, the Association shall not by act or omission seek to abandon the condominium status of the Condominium except as provided in section 10 of this Declaration.

(d) Notwithstanding the provisions of section 13 of this Declaration, this section shall not be amended unless all Lenders have given their prior written approval.

13. Amendment of Declaration.

(a) This Declaration may be amended with the written consent of at least 75% of the unit owners (based on one vote for each unit) and 75% of the Lenders (based on one vote for each unit encumbered).

(b) This Declaration may also be amended by the Declarant to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters such percentage in accordance with this section.

Declarant presently intends to construct a maximum of 20 buildings upon land located adjacent to the Property and described in Exhibit B attached hereto and shown on the Condominium Plat (the "Expansion Land") in one or more phases containing a maximum of 40 additional units. The general design and quality of construction of the buildings shall be substantially similar to those included in this Declaration; the buildings shall be located upon the Expansion Land generally as shown on the Condominium Plat.

Without making any representation hereby that Declarant or any other party can or will undertake such construction and notwithstanding the provisions of section 12 hereof, Declarant reserves the absolute and unqualified right for Declarant and its successors and assigns on behalf of each unit owner of the Condominium to amend this Declaration at any time and from time to time within ten years from date hereof to add to the Condominium all or any part of the Expansion Land and the units constructed or under construction thereon, if any. In the event of any such addition, the undivided percentage interest in the common elements (after addition of units) appertaining to each of the units in the Condominium shall be determined by the following formula:

$$\frac{1}{\text{total number of units in the Condominium}} \times 100 = \text{undivided percentage interest appertaining to unit}$$

Liabilities for common assessments, rights to common surpluses and the number of votes appertaining to units added to the Condominium pursuant to this provision shall be the same as for those units declared to be a part of the Condominium by this Declaration. Declarant may include one or more tennis courts as part of the common elements added to the Condominium pursuant to this section. Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all such powers of amendment. Each unit owner, by acceptance of a condominium deed to a unit, shall thereby appoint Declarant and its successors and assigns as attorney-in-fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the foregoing provisions.

14. Development Agreement. The Property is subject to a certain Development Agreement between Declarant and the City of Mequon dated November 11, 1982. The provisions of this Declaration and the By-Laws and the rules and regulations of the Association are subject to the terms of the Development Agreement, and in the event of any conflict, the terms of the Development Agreement shall control. A copy of the Development Agreement is attached hereto as Exhibit C.

IN WITNESS WHEREOF, this document has been executed this 25 day of August, 1983 by Declarant.

KENRIK CORPORATION, a Wisconsin Corporation

BY _____

_____
William C. Stevens

_____
Sandra A. Stevens

State of Wisconsin)
: SS
Milwaukee County)

Personally came before me this 25th day of August, 1983, the above-named KENNETH H. READ JR, of Kenrik Corporation, to me known to be such person who executed the foregoing instrument and acknowledged that they executed the same as such officer on behalf of said corporation, by its authority.

Timothy T. Read
(TIMOTHY T. READ)
Notary Public, State of Wisconsin
My commission expires Aug 19, 1984

State of Wisconsin)
: SS
Milwaukee County)

Personally came before me this 25th day of August, 1983, the above-named William C. Stevens, to me known to be such person who executed the foregoing instrument and acknowledge the same.

Timothy T Read
(TIMOTHY T. READ)
Notary Public, State of Wisconsin
My commission expires Aug 19, 1984

State of Wisconsin)
: SS
Milwaukee County)

Personally came before me this 25th day of August, 1983, the above-named William C. Stevens, attorney-in-fact for Sandra A. Stevens, to me known to be such person who executed the foregoing instrument and acknowledge the same.

Timothy T. Read
(TIMPTHY T. READ)
Notary Public, State of Wisconsin
My commission expires Aug 19, 1984

The undersigned mortgagee consents to the above Declaration of Condominium.

HERITAGE BANK

BY _____

State of Wisconsin)
: SS
Milwaukee County)

Personally came before me this 24th day of August, 1983, the above-named _____, of Heritage Bank, to me known to be such person who executed the foregoing instrument and acknowledged that they executed the same as such officer on behalf of Heritage Bank, by its authority.

_____
( )
Notary Public, State of Wisconsin
My commission _____

This insturment was drafted by and should be returned to:

Bruce T. Block, Esq.
111 East Wisconsin Avenue
Milwaukee, WI 53202

RECORDED
SEP 7 11 00 AM '83
REGISTER OF DEEDS
OZAUKEE COUNTY, WISC.

EXHIBIT A

CEDAR RIDGE CONDOMINIUM

LEGAL DESCRIPTION OF PHASE I

That part of Lot 2 of Certified Survey Map No. 1357, being a re-division of Certified Survey Map 400, and part of the North East 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Lot 2; thence S.0° 05' 22"E. along the west line of said Lot 2, 680.12 feet; thence S.69° 01'E. 238.06 feet; thence N.55° 11' 11"E. 77.94 feet; thence N.60° 11' 14"E. 80.29 feet; thence N.24° 09'E. 44.00 feet; thence S.86° 44' 07"E. 66.85 feet; thence N.0° 00' 26"E. 208.00 feet to a point in a curved line; thence easterly on a curved line (whose center lies to the north, having a radius of 1412.00 feet, with a chord of 19.48 feet, bearing N.89° 45' 32.5"E.) a distance of 19.48 feet; thence N.0° 18'E. 141.00 feet; thence N.13° 05' 05"E. 16.01 feet to a northeast corner of said Lot 2; thence N.0° 01' 52"W. along the east line of said Lot 2, 279.30 feet to a northeast corner of said Lot 2; thence N.89° 55' 15"W. along the north line of said Lot 2, 465.43 feet to the point of commencement, containing 7.389 acres of land.

EXHIBIT B

LEGAL DESCRIPTION OF EXPANSION LAND (10.80 acres)

Lot 2 of Certified Survey Map No. 1357, being a redivision of Certified Survey Map No. 400, and part of the North East 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, except that part of Lot 2 bounded and described as follows:

Commencing at the northwest corner of said Lot 2; thence S.0° 05' 22"E. along the west line of said Lot 2, 680.12 feet; thence S.69° 01'E. 238.06 feet; thence N.55° 11' 11"E. 77.94 feet; thence N.60° 11' 14"E. 80.29 feet; thence N.24° 09'E. 44.00 feet; thence S.86° 44' 07"E. 66.85 feet; thence N.0° 00' 26"E. 208.00 feet to a point in a curved line; thence easterly on a curved line (whose center lies to the north, having a radius of 1412.00 feet, with a chord of 19.48 feet, bearing N.89° 45' 32.5"E.) a distance of 19.48 feet; thence N.0° 18'E. 141.00 feet; thence N.13° 05' 05"E. 16.01 feet to a northeast corner of said Lot 2; thence N.0° 01' 52"W. along the east line of said Lot 2, 279.30 feet to a northeast corner of said Lot 2; thence N.89° 55' 15"W. along the north line of said Lot 2, 465.43 feet to the point of commencement, containing 7.389 acres of land.

CEDAR RIDGE CONDOMINIUM

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM (PHASE II)

WHEREAS, William C. Stevens, Sandra A. Stevens and Kenrik Corporation (the "Declarant"), as Declarant and pursuant to the Wisconsin Condominium Ownership Act, executed a declaration of condominium dated August 25, 1983 (the "Declaration") subjecting certain property located in Ozaukee County, Wisconsin to a condominium regime known as Cedar Ridge Condominium (the "Condominium") and caused the Declaration to be recorded on September 7, 1983 in the Office of the Register of Deeds for Ozaukee County, Wisconsin in Vol. 495, Pages 830-843B, inclusive, as Document No. 343682; and

WHEREAS, section 13(b) of the Declaration provides that Declarant may amend the Declaration within ten years from the date thereof to add to the Condominium any part or all of the land described in said section 13(b) (the "Expansion Land") and the units constructed or to be constructed thereon; and

WHEREAS, Declarant now wishes to add a portion of the Expansion Land and 24 units located or to be located thereon to the Condominium, reserving the right to further amend the Declaration to add the balance of the Expansion Land and a maximum of 14 additional units; and

WHEREAS, the City of Mequon (the "City") has requested that Declarant set forth certain restrictions and/or conditions to which the Condominium has been subjected pursuant to a Development Agreement between the City and Kenrik Corporation dated November 11, 1982 and an Open Space Easement Agreement between the City and the Declarant dated September 7, 1983, both agreements having been recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin in Volume 481, Pages 738-748 inclusive, as Document No. 336000 and Volume 496, Pages 719-724 inclusive, as Document No. 344140, respectively;

NOW, THEREFORE, pursuant to section 13(b) of the Declaration and section 703.26 of the Wisconsin Condominium Ownership Act, Declarant hereby amends or restates portions of the Declaration as follows:

1. A revised Exhibit A to the Declaration, describing all of the property subject to the Declaration and contained within the Condominium (including the land added to the Condominium pursuant to this Amendment) and an access easement required by the City of Mequon, is attached hereto.

A revised Exhibit B to the Declaration, describing the remainder of the Expansion Land, is also attached hereto. All references to Exhibits A or B in the Declaration shall hereafter refer to the revised Exhibits A and B attached hereto.

2. The first paragraph of section 2 of the Declaration is amended to read:

> Description of Buildings. Twenty-three buildings containing a total of 46 units are in the process of construction or have been constructed upon the land located as shown on the Condominium Plat filed for record in the Office of the Register of Deeds for Ozaukee County, Wisconsin and incorporated herein by reference. The condominium dwelling units in each building are called "units." The buildings containing units are designated numerically as shown on the Condominium Plat.

3. The second paragraph of section 13(b) of the Declaration is amended to read:

> Declarant presently intends to construct a maximum of seven additional buildings upon land located adjacent to the Property and described in Exhibit B attached hereto and shown on the Condominium Plat (the "Expansion Land") in one or more phases containing a maximum of 14 additional units. (Remaining material in section remains unchanged.)

4. The following paragraph is added to the Declaration as section 15:

> 15. Pursuant to the terms of the Development Agreement referred to in section 14, above, and the terms of an Open Space Easement Agreement between the Declarant and the City of Mequon dated September 7, 1983 (a copy of which is attached hereto as Exhibit D), the common elements of the Condominium are subject to the following restrictions:
>
> (a) The common elements shall be used only for (i) the esthetic, recreational and cultural enjoyment of the unit owners, their tenants and guests; (ii) necessary drainage

courses; (iii) installation, as inconspicuously as possible, of sewer, water, gas, electrical, telephone and other utility lines, television antennae and related facilities to serve or aid in the maintenance of the Condominium and/or the surrounding property; and (iv) any other recreational use which does not materially detract from the value of the surrounding property by reason of such use of the common elements in lieu of the other uses permitted herein.

(b) No improvement, other than underground utility lines and installations, shall be constructed or installed upon the common elements except with the prior approval of the City of Mequon.

(c) No improvement (including landscaping, driveway and other similar improvements), other than a removable wooden deck or porch, shall be located on the north-south 20-foot sanitary sewer easement or any 15-foot sanitary sewer access easement which runs through the Condominium as shown on the Condominium Plat. All installations of this type shall be performed at the risk of the unit owner and the City of Mequon shall have perpetual maintenance and access rights within such areas.

(d) The minimum average distance between residential buildings shall be 20 feet.

(e) If the City of Mequon exercises its rights with respect to repairing the sewer line servicing the Condominium within the pond area, the City shall be responsible only for the initial restoration of the pond area upon completion of such repair work.

IN WITNESS WHEREOF, this Amendment has been dated this 16 day of JUNE, 1984 by Declarant.

KENRIK CORPORATION, a Wisconsin corporation

BY _____
President

Attest:

Lynne K. Catena
Secretary

William C. Stevens

Sandra A. Stevens

State of Wisconsin)
: SS
Milwaukee County)

Personally came before me this 19th day of June, 1984, the above-named KENNETH H. READ, JR., President, and LYNNE K. CATENA, Secretary, of Kenrik Corporation, to me known to be such persons and officers who executed the foregoing instrument and acknowledged that they executed the same as such officers on behalf of said corporation, by its authority.

Timothy T. Read
(TIMOTHY T. READ)
Notary Public, State of Wisconsin
My commission expires Aug 19, 1984

State of Wisconsin)
: SS
Milwaukee County)

Personally came before me this 19th day of June, 1984, the above-named William C. Stevens, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Timothy T Read
(TIMOTHY T. READ)
Notary Public, State of Wisconsin
My commission expires Aug 19, 1984

State of Wisconsin)
: SS
Ozaukee County)

Personally came before me this 19th day of June, 1984, the above-named Sandra A. Stevens, by William C. Stevens, her attorney in fact, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Timothy T. Read
(TIMOTHY T. READ)
Notary Public, State of Wisconsin
My commission expires Aug 19, 1984

This instrument was drafted by Bruce T. Block.

Please return to: Bruce T. Block
111 E. Wisconsin Avenue,
Suite 1800
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION OF PHASE I AND II

That part of Lot 2 of Certified Survey Map No. 1357, being a redivision of Certified Survey Map No. 400, and part of the Northeast 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the northwest corner of said Lot 2; thence S.0° 05' 22"E. along the west line of said Lot 2, 1275.93 feet to the southwest corner of said Lot 2; thence S.89° 58'54"E. along the south line of said Lot 2, 664.14 feet to the southeast corner of said Lot 2; thence N.0° 01' 52"W. along the east line of said Lot 2, 241.70 feet; thence N.59° 44' 43"W. 259.66 feet; thence N.0° 00' 26"E. 577.00 feet; thence N.34° 29' 45"E. 42.06 feet to a point in the southerly extension of the east line of said Lot 2; thence N.0° 01' 52"W along the east line of said Lot 2 and its southerly extension 291.30 feet to a northeast corner of said Lot 2; thence N.89° 55' 15"W. along the north line of said Lot 2, 465.43 feet to the point of beginning, containing 14.657 acres of land.

EXHIBIT B

LEGAL DESCRIPTION OF EXPANSION LAND

That part of Lot 2 of Certified Survey Map No. 1357, being a re-division of Certified Survey Map No. 400, and part of the Northeast 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, bounded and described as follows:

Commencing at the southeast corner of said Lot 2; thence N.0° 01' 52"W. along the east line of said Lot 2, 241.70 feet to the point of beginning of the land to be described; thence continuing N.0° 01' 52"W along the east line of said Lot 2, 754.22 feet to the northeast corner of said Lot 2; thence N.89° 55' 15"W. along the north line of said Lot 2, 200.00 feet to a corner of said Lot 2; thence S.0° 01' 52"E. along the southerly extension of the east line of said Lot 2, 12.00 feet; thence S.34° 29' 45"W. 42.06 feet; thence S.0° 00' 26"W. 577.00 feet; thence S.59° 44' 43"E. 259.66 feet to the point of beginning, containing 3.527 acres of land.

344140 EXHIBIT D VOL 511 PAGE 391
VOL 496 PAGE 719

OPEN SPACE EASEMENT

THIS AGREEMENT, made this 7 day of Oct, 1983, by and among the undersigned owner of the property hereinafter described of the land platted as Cedar Ridge Condominium ("Owner"), and the City of Mequon, Ozaukee County, Wisconsin, a municipal corporation ("City").

W I T N E S S E T H:

WHEREAS, the Owner holds fee title to lands which have been declared as Cedar Ridge Condominium, pursuant to Chapter 703, Wisconsin Statutes, within the OGP Group Project District for the area sometimes known as Cedar Ridge Condominium created by the City pursuant to Sections 4.09(7) and 4.41 of its Zoning Code; and

WHEREAS, by said provisions of its Zoning Code the City permits development without lots or the subdivision of land into smaller lots than otherwise required on condition that the Developer reserves certain lands as open space for the esthetic and recreational enjoyment of residents of the project, and for other purposes not inconsistent therewith; and

WHEREAS, by a "Development Agreement" dated November 11, 1982 Owner has agreed to execute, deliver and record this agreement as a condition to the approval by the City of such development without lots or smaller lot sizes or higher density in Cedar Ridge Condominium.

NOW, THEREFORE, Owner hereby grants, assigns and sets over to the City the rights hereinafter described, and hereby declares that the property hereinafter described shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants and easements hereinafter set forth:

1. Property Covered. The property subject to this agreement (herein called the "Premises") shall consist of property described on Exhibit 1, attached hereto and made a part hereof.

2. Uses Permitted. The Premises shall be used only for (a) esthetic, recreational and cultural enjoyment, and the convenience of residents of the Cedar Ridge Condominium area, including their occasional guests; (b) drainage courses; (c) installation as inconspicuously as possible of sewer,

EXHIBIT D, continued

water, gas, electrical, telephone and other utility lines, television antennae and related facilities to serve or aid in the maintenance or operation of Cedar Ridge Condominium and/or the surrounding territory; and (d) any other recreational use which does not materially detract from the value of the surrounding territory by reason of such use of the restricted open space in lieu of the other uses herein permitted.

3. Existing Buildings. The restrictions herein contained shall not prevent or require any consent or approval (which would not otherwise be required) for the construction, maintenance, repair, rebuilding or improvement of any building or structure now existing upon the Premises (provided the size thereof is not substantially increased) or the operation or use thereof for any purpose consistent with those permitted in the restricted open space where such existing building or structure is located.

4. New Construction. This agreement shall not preclude the construction or location upon the Premises of any building, structure, sign, fence, equipment, apparatus or other improvement necessary or appropriate to the uses permitted upon the Premises, but no such improvement, other than underground utility lines and installations, shall be constructed or installed except upon the prior approval of the City.

5. Rights Reserved to Owners. Nothing herein contained shall be deemed to grant or convey to any person any legal estate in the restricted open space, nor any easement for travel over, or license or other right in and to such lands, except that the City, its agents and employees, shall have the right to enter upon the restricted open space solely for the purpose of inspection and enforcement of the terms hereof.

6. Modification and Enforcement. This agreement may be altered, amended or terminated in whole or in part by written instrument executed by or on behalf of the owner or owners of the restricted open space affected by such change or termination and the City, pursuant to authorization of its Common Council. The City, by its acceptance hereof, agrees that the exclusive right to enforce this agreement is vested and shall remain solely and exclusively in the City.

7. Term. This agreement shall run with the land and shall be binding on all persons claiming under Owners in perpetuity unless and until there has been recorded an instrument signed, authorized and executed as provided in section 6 hereof.

EXHIBIT D, continued

8. Definitions. As used herein the term "Owner" shall mean the undersigned owner and all persons claiming any estate or interest in the restricted open space and/or in Cedar Ridge Condominium by or through him, and the term "City" shall mean the City of Mequon, Ozaukee County, Wisconsin, or any other municipal corporation which succeeds to substantially the same zoning powers over the restricted open space as are now possessed by said municipality.

IN WITNESS WHEREOF, Owner has hereunto set his hand and seal and the City of Mequon has caused this agreement to be duly executed by Lynn W. Eley, its Mayor and Charles V. Treadwell, its Clerk, as of the day and year first above written.

KENRIK CORPORATION, a Wisconsin Corporation

By _____
Kenneth H. Read, Jr., President

_____
William C. Stevens

_____
Sandra A. Stevens

CITY OF MEQUON

By _____
Lynn W. Eley, Mayor

By _____
Charles V. Treadwell, Clerk

SEAL

State of Wisconsin)
) ss
Milwaukee County)

Personally came before me this 7th day of January, 1983, the above-named Kenneth H. Read, Jr., President of Kenrik Corporation, to me known to be such person who executed

EXHIBIT D, continued

the foregoing instrument and acknowledged that they executed the same as such officer on behalf of said corporation, by its authority.

Timothy T. Read
(TIMOTHY T. READ)
Notary Public, State of Wisconsin
My commission expires August 19, 1984

State of Wisconsin)
: SS
Milwaukee County)

Personally came before me this 7th day of September, 1983, the above-named William C. Stevens, to me known to be such person who executed the foregoing instrument and acknowledge the same.

Timothy T. Read
(TIMOTHY T. READ)
Notary Public, State of Wisconsin
My commission expires August 19, 1984

State of Wisconsin)
: SS
Milwaukee County)

Personally came before me this 7th day of September, 1983, the above-named William C. Stevens, attorney-in-fact for Sandra A. Stevens, to me known to be such person who executed the foregoing instrument and acknowledge the same.

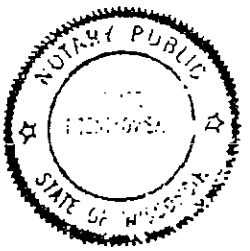
Timothy T. Read
(TIMOTHY T. READ)
Notary Public, State of Wisconsin
My commission expires August 19, 1984

EXHIBIT D, continued

VOL 511 PAGE 395
VOL 496 PAGE 723

State of Wisconsin)
: SS
Ozaukee County)

Personally came before me this 21st day of September, 1983, the above-named Lynn W. Eley, Mayor, and Charles V. Treadwell, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.



Notary Public, State of Wisconsin
My commission 6-17-87

Approved as to form:

John Meyer, City Attorney

VOL 511 PAGE 396
VOL 496 PAGE 724

EXHIBIT D, continued

EXHIBIT 1

"Premises": The Premises consist of the Common Elements of Cedar Ridge Condominium located in the Northeast 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, except the Limited Common Elements as described in Section 5 of the Cedar Ridge Condominium Declaration of Condominium.

This Easement is also subject to future expansion and amendments to the Cedar Ridge Condominium Declaration.

RECORDED

JUN 26 4 25 PM '84 CT

Anita M. Fischer
REGISTER OF DEEDS
OZAUKEE COUNTY, WISC.

RECORDED

SEP 23 1 40 PM '83

Anita M. Fischer
REGISTER OF DEEDS
OZAUKEE COUNTY, WISC

367895

BTB 01/23/86 5550r

VOL 544 PAGE 942

CEDAR RIDGE CONDOMINIUM

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM (PHASE III)

WHEREAS, William C. Stevens, Sandra A. Stevens and Kenrik Corporation (the "Declarant"), as Declarant and pursuant to the Wisconsin Condominium Ownership Act, executed a declaration of condominium dated August 25, 1983 (the "Declaration") subjecting certain property located in Ozaukee County, Wisconsin to a condominium regime known as Cedar Ridge Condominium (the "Condominium") and caused the Declaration to be recorded on September 7, 1983 in the Office of the Register of Deeds for Ozaukee County, Wisconsin in Vol. 495, Pages 830-843B, inclusive, as Document No. 343682; and

WHEREAS, section 13(b) of the Declaration provides that Declarant may amend the Declaration within ten years from the date thereof to add to the Condominium any part or all of the land described in said section 13(b) (the "Expansion Land") and the units constructed or to be constructed thereon; and

WHEREAS, the Declarant executed a First Amendment to Declaration of Condominium and caused same to be recorded on June 26, 1984 in the Office of the Register of Deeds for Ozaukee County in Vol. 511, commencing at Page 384, as Document No. 351578, and thereby added a portion of the Expansion Land and 24 units located or to be located thereon to the Condominium; and

WHEREAS, Declarant now wishes to add the remaining Expansion Land and 14 units located or to be located thereon to the Condominium; and

WHEREAS, Declarant further wishes to clarify the numbering system used to identify each unit as shown on the Cedar Ridge Condominium Plat (the "Plat");

NOW, THEREFORE, pursuant to section 13(b) of the Declaration and section 703.26 of the Wisconsin Condominium Ownership Act, Declarant hereby amends or restates portions of the Declaration as follows:

1. A revised Exhibit A to the Declaration, describing all of the property subject to the Declaration and contained within the Condominium (including the land added to the Condominium pursuant to this Amendment) is attached hereto.

RTH 01/23/86 5550r

2. The first paragraph of section 2 of the Declaration is amended to read:

> Description of Buildings. Thirty buildings containing a total of 60 units are in the process of construction or have been constructed upon the land located as shown on the Condominium Plat filed for record in the Office of the Register of Deeds for Ozaukee County, Wisconsin and incorporated herein by reference. The condominium dwelling units in each building are called "units." The buildings containing units are designated numerically as shown on the Condominium Plat.

3. The first sentence of subparagraph (c) of section 3 of the Declaration is amended to read:

> Each unit and each combined unit (as shown on the Condominium Plat) shall contain two or more bedrooms, at least two baths, kitchen, dinette, utility area, attached two-car garage and a full basement. (Remaining material in subparagraph remains unchanged.)

4. A Second Amendment of Condominium Plat for Cedar Ridge Condominium shall be recorded concurrently with the recording of this Second Amendment to Declaration. Such Second Amendment to Condominium Plat shall identify each unit in the Condominium by number and letter (e.g., Unit 5A) and shall be the sole authority and reference for unit identification. In the event a unit conveyed prior to the Second Amendment to Condominium Plat was identified in the document of conveyance by a number or letter different from that shown on the Second Amendment to Condominium Plat, such unit shall hereafter be identified by the number and letter shown on the Second Amendment to Condominium Plat, and the original document of conveyance shall be deemed to have been corrected accordingly.

IN WITNESS WHEREOF, this Amendment has been dated this 24th day of January, 1986 by Declarant.

[illegible] CORPORATION, a Wisconsin corporation

BY [signature]
[illegible], President

BTB 01/23/86 5550r

VOL 544 PAGE 944

Attest:

Lynne K. Catena, Secretary

William C. Stevens

Sandra A. Stevens

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me this 25th day of January, 1986, by Kenrik H. Reed, Jr., President, and Lynne K. Catena, Secretary, of Kenrik Corporation.

(Bruce T. Block)
Notary Public, State of Wisconsin
My commission is permanent

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on Jan. 28, 1986 by William C. Stevens.

(TIMOTHY T. READ)
Notary Public, State of Wisconsin
My commission expires 8/14/88

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on Jan 28, 1986 by William C. Stevens as attorney in fact for Sandra A. Stevens.

(TIMOTHY T. READ)
Notary Public, State of Wisconsin
My commission expires 8/14/88

BTB 01/23/86 5550t

VOL 544 PAGE 945

This instrument was drafted by and should be returned to:

Bruce T. Block, Esq.
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
111 East Wisconsin Avenue,
Suite 1800
Milwaukee, WI 53202
414-271-1190

$12

VOL 544 PAGE 946

EXHIBIT A

Legal Description of Cedar Ridge Condominium

Lot 2 of Certified Map No. 1357, being a redivision of Certified Survey Map No. 400, and part of the Northeast 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, containing 18.184 acres of land.

RECORDED

03

1985 JAN 28 PM 1:55

CORRECTIVE AMENDMENT TO DECLARATION

THIS CORRECTIVE AMENDMENT TO DECLARATION is dated this 10th day of OCTOBER, 1986 by WILLIAM C. STEVENS, SANDRA A. STEVENS, and KENRIK CORPORATION (collectively, the "Declarant").

WHEREAS, Declarant executed a Declaration of Condominium for Cedar Ridge Condominium on August 25, 1983 and caused same to be recorded in the Office of the Register of Deeds for Ozaukee County on September 7, 1983 in Vol. 495 of Records, commencing at Page 830 as Document No. 343682 (the "Declaration"), thereby subjecting certain real property to the terms of the Declaration and creating a condominium known as Cedar Ridge Condominium (the "Condominium"); and

WHEREAS, simultaneously with the recording of the Declaration, Declarant filed for record with the Register of Deeds for Ozaukee County a Cedar Ridge Condominium Plat (the "Plat") showing the location of each building and unit included within the Condominium and identifying each building and unit by number; and

WHEREAS, pursuant to section 13 of the Declaration and in accordance with section 703.26, Wis. Stats., Declarant recorded a First Amendment to the Declaration with the Register of Deeds for Ozaukee County on June 28, 1984, in Vol. 511 of Records, commencing at Page 384, as Document No. 351578 (the "First Amendment"), thereby adding additional land to the Condominium along with additional buildings and units to be constructed thereon; and

WHEREAS, simultaneously with the recording of the First Amendment, Declarant filed for record with the Register of Deeds for Ozaukee County a First Amendment to the Plat (the "First Amendment to Plat"), showing the location of each building and unit added to the Condominium by the First Amendment and identifying each such building and unit by number; and

WHEREAS, the Plat identified certain buildings as 29, 30 and 31, and the units located therein as 29A, 29B, 30A, 30B and 31A and 31B; and

WHEREAS, the First Amendment to Plat identified the same buildings as 28, 29 and 30, respectively, and the units located therein as 28A, 28B, 29A, 29B, 30A and 30B, respectively; and

WHEREAS, Declarant wishes to clarify and correct the discrepancy between the Plat and the First Amendment to Plat with respect to these buildings and units;

NOW, THEREFORE, in accordance with the powers vested in Declarant pursuant to the Declaration and Chapter 703, Wis. Stat., Declarant hereby amends the Declaration and the Plat as follows:

1. Buildings 29, 30 and 31 as shown on the Plat are hereby renumbered and reidentified as buildings 28, 29 and 30, respectively, as shown on the First Amendment to Plat.

2. Units 29A, 29B, 30A, 30B, 31A and 31B as shown on the Plat are hereby renumbered and reidentified as units 28A, 28B, 29A, 29B, 30A and 30B, respectively, as shown on the First Amendment to Plat.

KENRIK CORPORATION, a Wisconsin corporation

BY _____
Kenneth H. Read, Jr.,
President

Attest:
_____
Lynne K. Catena, Secretary

_____
William C. Stevens

_____
Sandra A. Stevens

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on Oct 10 1986 by Kenneth H. Read, Jr., as President and Lynne K. Catena as Secretary of Kenrik Corporation.

[Seal]

_____
(TIMOTHY T. READ)
Notary Public, State of Wisconsin
My commission expires Aug 14, 1988

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on Oct 10, 1986 by William C. Stevens.

[Seal]

Timothy T. Read
(TIMOTHY T. READ
Notary Public, State of Wisconsin
My commission expires Aug 14, 1988

State of Wisconsin)
: SS
Milwaukee County)

This instrument was acknowledged before me on Oct 10, 1986 by Sandra A. Stevens by William C. Stevens her attorney in ~~fact~~.

[Seal]

Timothy T. Read
(TIMOTHY T. READ
Notary Public, State of Wisconsin
My commission expires Aug 14, 1988

This document was drafted by and should be returned to:

Bruce T. Block, Esq.
c/o Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
111 East Wisconsin Avenue,
Suite 1800
Milwaukee, WI 53202
414-271-1190

RECORDED

1986 OCT 10 PM 2:00

REGISTER OF DEEDS
OZAUKEE COUNTY, WI

Open Space Easement made by and among Kenrik Corporation, a Wisconsin Corporation, William C. Stevens, Sandra A. Stevens and City of Mequon by an instrument dated September 7, 1983 and recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on September 23, 1983 in Volume 496 of Records on pages 719-724, Document No. 344140, which recites as follows:

W I T N E S S E T H:

WHEREAS, the Owner holds fee title to lands which have been declared as Cedar Ridge Condominium pursuant to Chapter 703, Wisconsin Statutes, within the OGP Group Project District for the area sometimes known as Cedar Ridge Condominium created by the City pursuant to Sections 4.09(7) and 4.41 of its Zoning Code; and

WHEREAS, by said provisions of its Zoning Code the City permits development without lots or the subdivision of land into smaller lots than otherwise required on condition that the Developer reserves certain lands as open space for the esthetic and recreational enjoyment of residents of the project, and for other purposes not inconsistent therewith; and

WHEREAS, by a "Development Agreement" dated November 11, 1982 Owner has agreed to execute, deliver and record this agreement as a condition to the approval by the City of such development without lots or smaller lot sizes or higher density in Cedar Ridge Condominium.

NOW, THEREFORE, Owner hereby grants, assigns and sets over to the City the rights hereinafter described, and hereby declares that the property hereinafter described shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants and easements hereinafter set forth;

1. Property Covered. The property subject to this agreement (herein called the "Premises") shall consist of property described on Exhibit 1, attached hereto and made a part hereof.

2. Uses Permitted. The Premises shall be used only for (a) esthetic, recreational and cultural enjoyment, and the convenience of residents of the Cedar Ridge Condominium area, including their occasional quests; (b) drainage courses; (c) installation as inconspicuously as possible of sewer, water, gas, electrical, telephone and other utility lines, telvision antennae and related facilities to serve or aid in the maintenance or operation of Cedar Ridge Condominium and/or the surrounding territory; and (d) any other recreational use which does not materially detract from the value of the surrounding territory by reason of such use of the restricted open space in lieu of the other uses herein permitted.

3. Existing Buildings. The restrictions herein contained shall not prevent or require any consent or approval (which would not otherwise be required) for the construction, maintenance, repair, rebuilding or improvement of any building or structure now existing

upon the Premises (provided the size thereof is not substantially increased) or the operation or use thereof for any purpose consistent with those permitted in the restricted open space where such existing building or structure is located.

4. New Construction. This agreement shall not preclude the construction or location upon the Premises of any building, structure, sign, fence, equipment, apparatus or other improvement necessary or appropriate to the uses permitted upon the Premises, but no such improvement, other than underground utility lines and installations, shall be constructed or installed except upon the prior approval of the City.

5. Rights Reserved to Owners. Nothing herein contained shall be deemed to grant or convey to any person any legal estate in the restricted open space, nor any easement for travel over, or lincense or other right in and to such lands, except that the City, its agents and employees, shall have the right to enter upon the restricted open space solely for the purpose of inspection and enforcement of the terms hereof.

6. Modification and Enforcement. This agreement may be altered, amended or terminated in whole or in part by written instrument executed by or on behalf of the owner or owners of the restricted open space affected by such change or termination and the City, pursuant to authorization of its Common Council. The City, by its acceptance hereof, agrees that the exclusive right to enforce this agreement is vested and shall remain solely and exclusively in the City.

7. Term. This agreement shall run with the land and shall be binding on all persons claiming under Owners in perpetuity unless and until there has been recorded an instrument signed, authorized and executed as provided in section 6 hereof.

8. Definitions. As used herein the term "Owner" shall mean the undersigned owner and all persons claiming any estate or interest in the restricted open space and/or in Cedar Ridge Condominium by or through him, and the term "City" shall mean the City of Mequon, Ozaukee County, Wisconsin, or any other municipal corporation which succeeds to substantially the same zoning powers over the restricted open space as are now possessed by said municipality.

EXHIBIT 1

"Premises": The Premises consist of the Common Elements of Cedar Ridge Condominium located in the Northeast 1/4 of Section 31, Township 9 North, Range 22 East, in the City of Mequon, Ozaukee County, Wisconsin, except the Limited Common Elements as described in Section 5 of the Cedar Ridge Condominium Declaration of Condominium.

This Easement is also subject to future expansion and amendments to the Cedar Ridge Condominium Declaration.

Utility Easement granted by William C. Stevens and Sandra A. Stevens to Wisconsin Electric Power Company and Wisconsin Bell, Inc. by an instrument dated April 30, 1984 and recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on June 29, 1984 in Volume 511 of Records on pages 455-457, Document No. 351613, which recites as follows:

FOR AND IN CONSIDERATION of the sum of One Dollar ($1.00) to first parties paid, the receipt whereof is hereby acknowledged, first parties do hereby convey unto second parties, their successors and assigns, the right, permission and authority to construct, install, operate, repair, maintain and replace conduit and cables underground, together with other appurtenant equipment; also the right to construct, install, operate, maintain and replace electric pad-mounted transformers, electric pad-mounted switch-fuse units, together with concrete slabs, pedestals, riser equipment, terminals, markers and other necessary and usual appurtenant equipment above ground, all for the purpose of transmitting electric energy for light, heat, power and signals, or for such other purpose as electric current is now or may hereafter be used, and for telephone service upon, across, within and beneath strips of land twelve (12) feet in width being a part of Lot Two (2) of Certified Survey Map No. 1357, being a redivision of Certified Survey Map No. 400 in the Northeast one-quarter (NE 1/4) of Section Thirty-one (31), Township Nine (9) North, Range Twenty-two (22) East in the City of Mequon, Ozaukee County, Wisconsin.

The location of the easement area of the easement hereinbefore granted with respect to the premises of the first parties is as shown on the drawing attached hereto, marked Exhibit "A" and made a part hereof.

The right, permission and authority is also granted to each of said second parties, their successors and assigns, to construct, install, operate, maintain and replace one (1) electric and one (1) telephone underground service lateral in and under the first parties premises for the purpose of extending electric and telephone service to said premises. Said underground service laterals to be installed at such time and in such location as second parties, their successors and assigns, may deem necessary.

The right, permission and authority is also granted said second parties, their successors and assigns, to trim and/or cut down certain trees and/or brush where said trees and/or brush interfere with the installation or maintenance of underground facilities or represent a hazard to such facilities.

The first parties, their heirs, successors and assigns, covenant and agree that no building or structure will be erected over and/or under or placed in such close proximity to said underground and/or above ground electric and telephone facilities as to create a violation of the Wisconsin State Electrical Code or any amendments thereto.

The first parties, their heirs, successors and assigns, further covenant and agree that the elevation of the existing ground surface within the easement areas will not be altered by more than four (4) inches without the written consent of second parties.

The second parties and their agents shall have the right to enter the premises of the first parties for the purpose of exercising the rights herein acquired, but the second parties agree to restore or cause to have restored, the premises of the first parties as nearly as is reasonably possible, to the condition existing prior to such entry by the second parties or their agents. This restoration, however, does not apply to the initial installation of said underground and/or above ground electric facilities or telephone facilities or to any brush or trees which may be removed at any time pursuant to the rights herein granted.

It is understood and agreed that the entire agreement of the parties is contained in this instrument and that in the event the first parties seek to secure electric and/or telephone service from said lines, such service will be rendered upon the completion and energizing of said lines, and then only under the conditions of the second parties rules and regulations and at the second parties authorized rates.

This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

BTH 01/23/86 5550r

VOL 544 PAGE 943

2. The first paragraph of section 2 of the Declaration is amended to read:

> Description of Buildings. Thirty buildings containing a total of 60 units are in the process of construction or have been constructed upon the land located as shown on the Condominium Plat filed for record in the Office of the Register of Deeds for Ozaukee County, Wisconsin and incorporated herein by reference. The condominium dwelling units in each building are called "units." The buildings containing units are designated numerically as shown on the Condominium Plat.

3. The first sentence of subparagraph (c) of section 3 of the Declaration is amended to read:

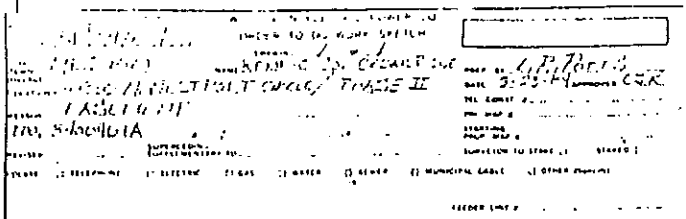
> Each unit and each combined unit (as shown on the Condominium Plat) shall contain two or more bedrooms, at least two baths, kitchen, dinette, utility area, attached two-car garage and a full basement. (Remaining material in subparagraph remains unchanged.)

4. A Second Amendment of Condominium Plat for Cedar Ridge Condominium shall be recorded concurrently with the recording of this Second Amendment to Declaration. Such Second Amendment to Condominium Plat shall identify each unit in the Condominium by number and letter (e.g., Unit 5A) and shall be the sole authority and reference for unit identification. In the event a unit conveyed prior to the Second Amendment to Condominium Plat was identified in the document of conveyance by a number or letter different from that shown on the Second Amendment to Condominium Plat, such unit shall hereafter be identified by the number and letter shown on the Second Amendment to Condominium Plat, and the original document of conveyance shall be deemed to have been corrected accordingly.

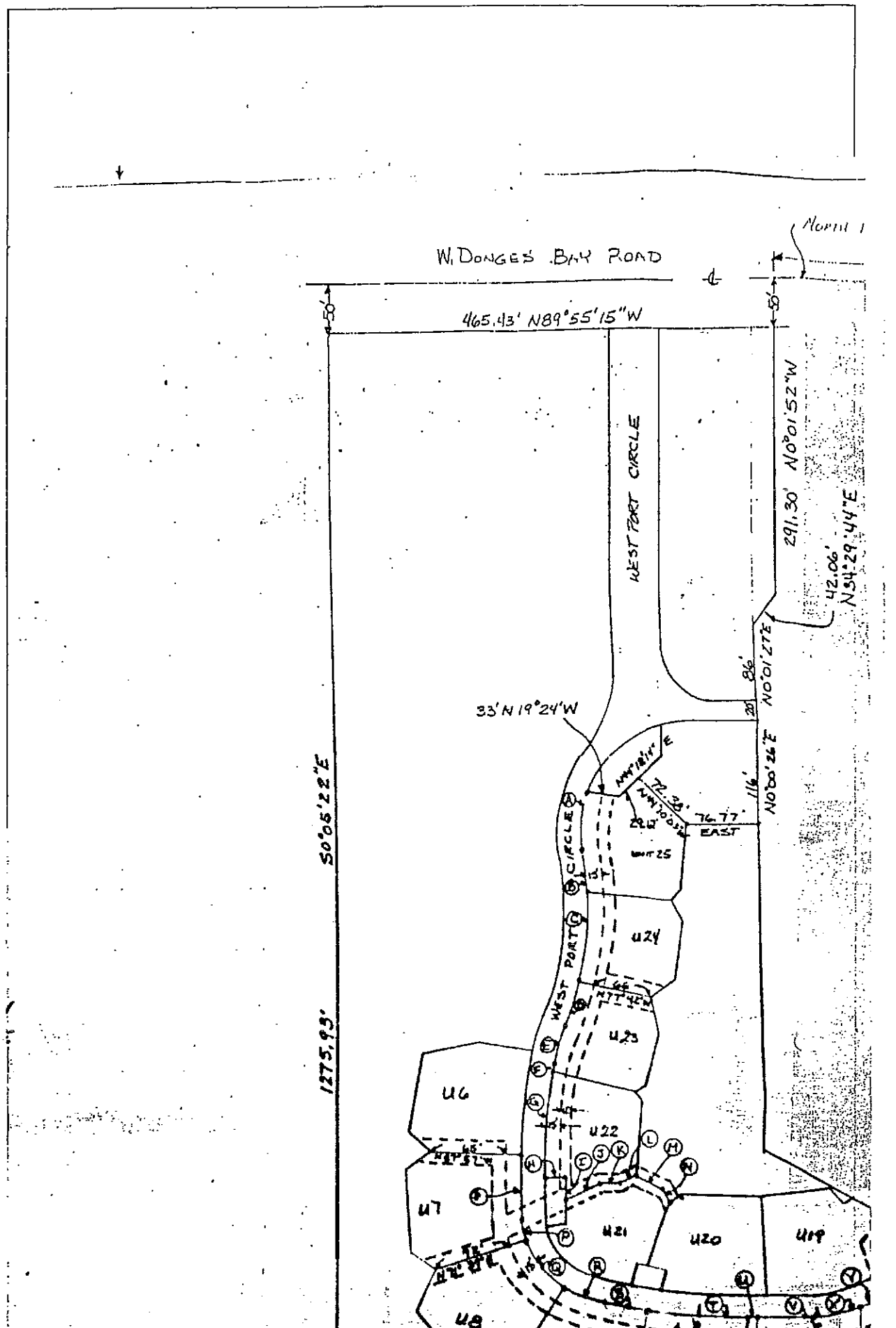
IN WITNESS WHEREOF, this Amendment has been dated this 24th day of January, 1986 by Declarant.

[illegible] CORPORATION, a Wisconsin corporation

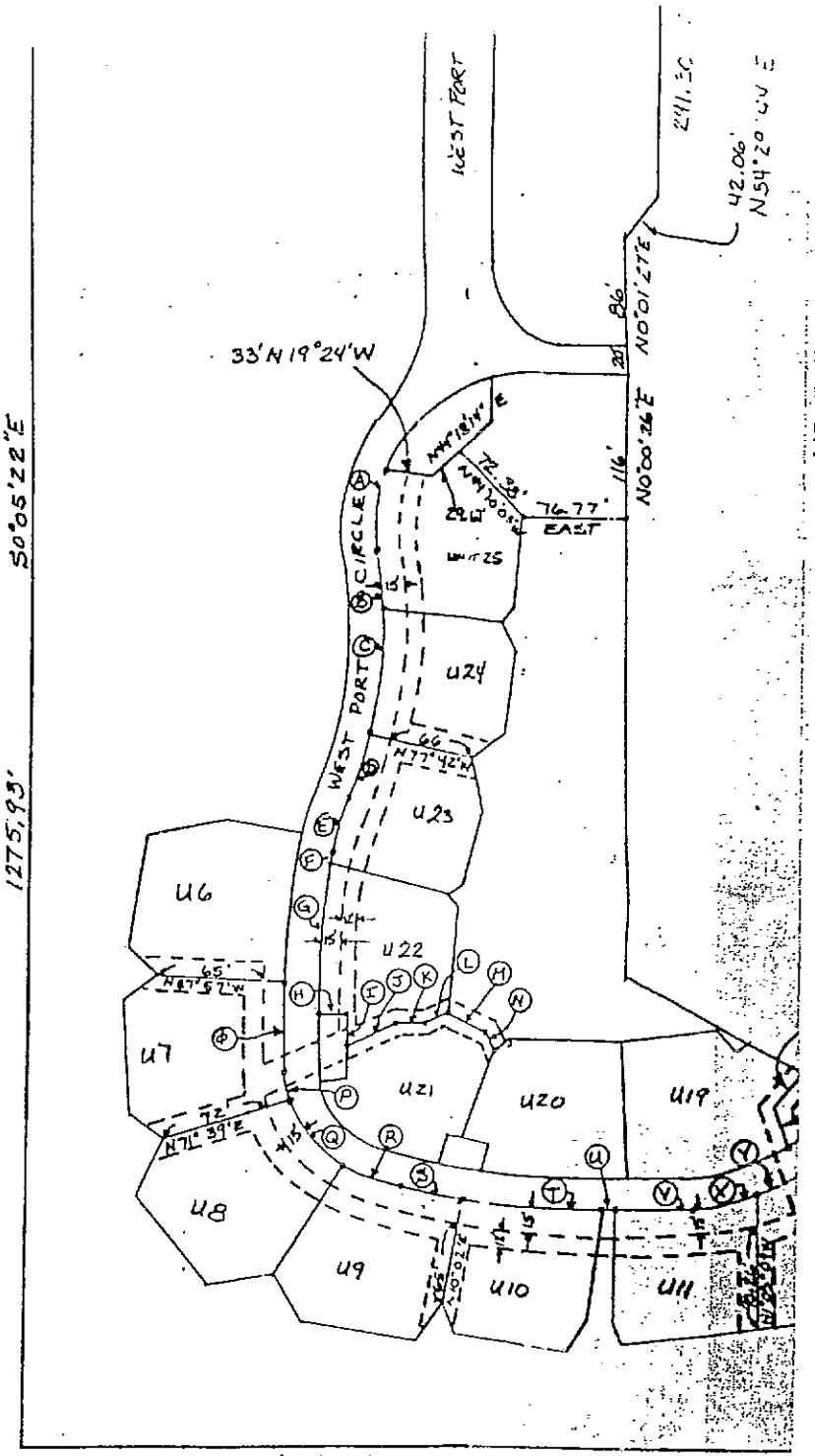
BY [signature]
[illegible], President



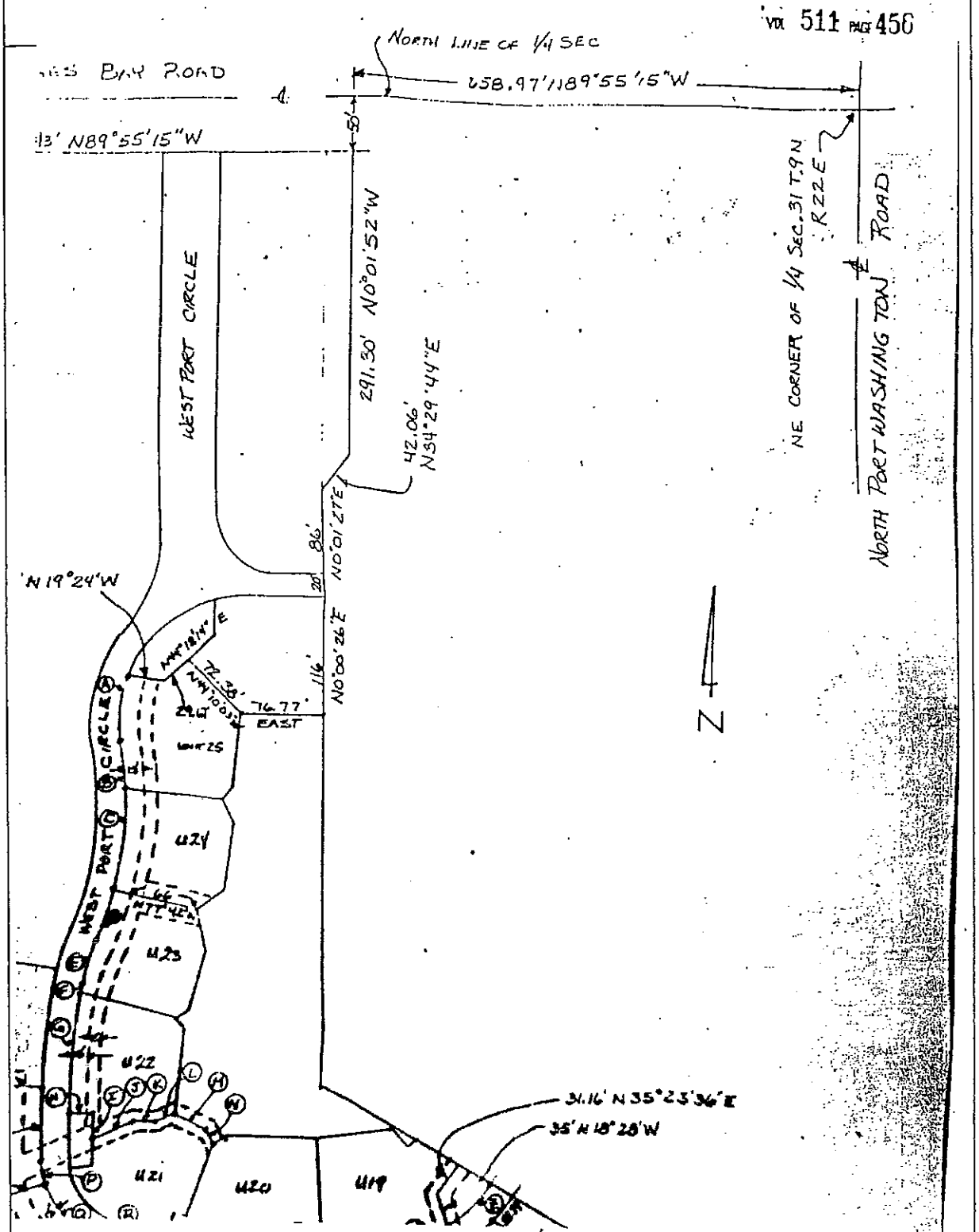
UNIT	ARC	CHORD	RADIUS	ANGLE	ANGLE	BEARING
(A)	66.00	65.25	126.00	30°00'45"	15°00'22.5"	N6°04'22.5"E
(B)	45.00	44.97	368.00	7°00'22"	3°30'11"	N5°25'49"W
(C)	100.00	99.69	368.00	15°34'10"	7°47'05"	N5°51'27"E
(D)	47.15	47.12	368.00	7°20'28"	3°40'14"	N.17°18'46"E
(E)	52.82	52.72	248.00	12°12'14"	6°06'07"	N14°52'53"E
(F)	8.00	8.00	708.00	0°38'50"	0°19'25"	N8°27'21."E
(G)	108.50	108.39	708.00	8°46'50"	1°23'25"	N3°44'31"E
(H)	25.34					N84°42'20W
(E)	23.					N0°58'W
(J)	41.0					N63°48'E
(K)	18.0					EAST
(L)	19.63					N65°14'40"E
(M)	32.0					N61° 35'W
(N)	13.58					N20°59'05"W
(P)	67.00	66.98	732.00	5°14'39"	2°37'19.5"	N1°22'00.5"W
(P)	28.00	27.91	100.00	16°02'35"	8°01'17.5"	N12°00'37.5"W
(Q)	38.00	66.70	100.00	38°57'42"	19°28'51"	N39°30'46"W
(R)	31.73	31.60	100.00	18°10'50"	9°05'25"	N68°05'02"W
(S)	63.00	62.98	812.00	4°26'43"	2°13'21.5	N79°23'48.5"W
(T)	107.00	106.92	812.00	7°33'00"	3°46'30"	N85°23'40"W
(U)	9.61	9.61	812.00	0°40'41"	0°20'20.5"	N89°30'30.5"W
(V)	48.00	47.99	812.00	3°23'13"	1°41'36.5"	N88°27'32.5"E
(X)	55.00	54.73	161.00	19°34'24"	9°47'12"	N76°58'44"E
(Y)	74.00	73.55	161.00	26°70'06"	13°10'03"	N54°01'29"E
(Z)	56.12	55.73	131.00	23°28'15"	11°44'07.5"	N.11°59'24.5"E

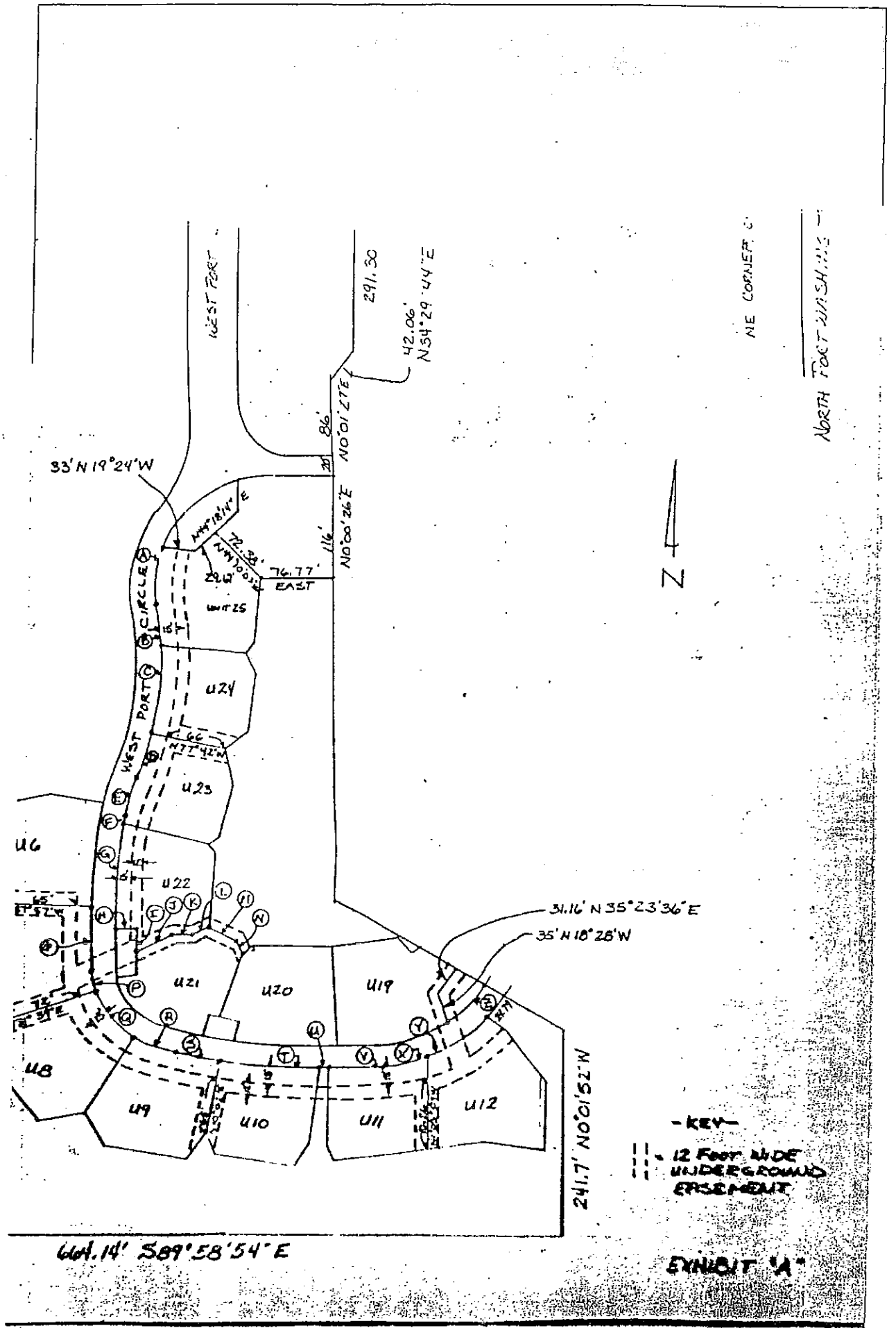


W. DONGES BAY ROAD
North
465.43' N89°55'15"W
50'
50'
WEST PORT CIRCLE
291.30' N0°01'52"W
42.06' N34°29'44"E
86'
N0°01'27"E
20'
116'
N0°00'26"E
33' N19°24'W
72.38'
76.77'
EAST
50°05'22"E
1275.93'
WEST PORT CIRCLE
U24
U23
U6
U22
U7
U21
U20
U19
U8


WEST PORT
241.30
42.06'
N54°20'00"E
86'
N0°01'27"E
116'
N0°00'26"E
33'N19°24'W
N44°18'14"E
72.38'
76.77'
EAST
CIRCLE
WEST PORT
U24
66
N77°42'W
U23
U6
U22
65'
N87°57'W
U7
U21
U20
U19
72'
N71°39'E
U8
U9
U10
U11
S0°05'22"E
1275.93'
664.14' S89°58'54"E

VOL 511 PAGE 456




WEST PORT
291.30
42.06'
N54°29'44"E
NE CORNER
NORTH PORT WASHINGTON
86'
N0°01'27"E
116'
N0°00'26"E
33'N 19°24'W
N44°18'14"E
72.38'
76.77'
EAST
WEST PORT CIRCLE
U24
U23
U22
U21
U20
U19
U6
U8
U9
U10
U11
U12
31.16' N 35°23'36"E
35'N 18°28'W
241.7' N0°01'52"W
664.14' S89°58'54"E
N
-KEY-
12 FOOT WIDE UNDERGROUND EASEMENT
EXHIBIT "A"

393961

CONDITIONAL USE GRANT AMENDMENT VOL 598 PAGE 93

Articles of Agreement made and entered into this ~~day~~ of 7/30, 1986, by and between Kenrik Corporation, Owner, and the City of Mequon.

It is agreed by and between the parties hereto that the conditional use grant for Cedar Ridge Condominium; recorded as Document #368832 in Volume 546, Pages 892-895 inclusive, on March 5, 1986 in the Ozaukee County Register of Deeds Office, be amended as follows:

1. Now, Therefore, It Is Granted, subject to compliance with the terms and conditions hereinafter stated, that the premises may be used for the purpose of constructing four (4) single family homes.

2. The grant shall allow a duplex structure for unit 25 of the Cedar Ridge Condominium, and either a duplex or single-family structure for units 13, 15, 21 and 27. The developer must, however, recurd all appropriate and pertinent documentation with the Ozaukee County Register of Deeds office prior to city issuance of a building permit for the unit.

3. Number 6 E (1) of the conditional use grant shall now read: "This grant applies only to units #13, 15, 21, and 27 as identified in Exhibit A."

4. Number 6 E (2) of the conditional use grant shall now read: Owners of the four (4) single family structures have no more votes in the Condominium Association than an owner of a duplex unit.

RECORDED

1987 AUG 21 PM 1:15

REGISTER OF DEEDS
OZAUKEE COUNTY, WI

FOR THE CITY

Constance A. Pukaite, Mayor

Brad Steinke
Planning Commission Secretary

OWNER - Kenrik Corporation

STATE OF WISCONSIN)
OZAUKEE COUNTY)SS.

Personally came before me, this 21 day of August, 1987 the above named Constance A. Pukaite, Mayor and Brad Steinke, Planning Commission Secretary to me known to be the persons who executed the foregoing instrument and acknowledged the same.

NOTARY PUBLIC JONATHAN P. COSKY STATE OF WISCONSIN

Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) 8/17/90

STATE OF WISCONSIN)
OZAUKEE COUNTY)SS.

Personally came before me, this 5th day of August, 1987, the above named KENNETH H. READ, JR., to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

Notary Public, Ozaukee County, Wisconsin
My Commission (expires) (is) 8-14-88

Approved by: N/A
City Attorney

ARTICLES OF INCORPORATION
OF
CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

I, the undersigned, being a natural person over the age of 21 years and acting as incorporator of a nonstock, non-profit corporation under the provisions of the Wisconsin Non-stock Corporation Law, Chapter 181 of the Wisconsin Statutes, do hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be Cedar Ridge Condominium Association, Inc.

ARTICLE II

Period of Existence

The period of existence of the Corporation shall be perpetual.

ARTICLE III

Purposes

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

(a) To serve as an association of unit owners under the Wisconsin Condominium Ownership Act who own certain residential property located in Ozaukee County, State of Wisconsin (the "Property") subject to the terms and conditions of the Declaration of Condominium as the same may be amended from time to time (the "Declaration") for Cedar Ridge Condominium (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 manage, maintain, reconstruct, care for and/or make additions to the Property in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

(c) To engage in any lawful activity related to the foregoing within the purposes for which a nonstock, nonprofit corporation may be organized under the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Wisconsin Condominium Ownership Act and the Declaration.

ARTICLE IV

Powers

The Corporation shall have all of the powers enumerated in the Wisconsin Nonstock Corporation Law, to the extent not inconsistent with the Wisconsin Condominium Ownership Act, the Declaration and the By-Laws of the Corporation including, without limitation, the following:

(a) To exercise exclusive management and control of the common elements described in the Declaration;

(b) To operate, repair, replace, reconstruct, protect, maintain and/or make additions to the common elements as described in the Declaration;

(c) To purchase, lease or otherwise acquire units on behalf of all the unit owners and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired on behalf of all the unit owners;

(d) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs and the maintenance and operation of the Property;

(e) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties including, without limitation, the payment of operating expenses of the Corporation and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common elements described in the Declaration;

(f) To purchase insurance on the Property and insurance for the benefit of the Corporation and its members;

(g) To adopt and amend rules and regulations governing the use and operation of the Property;

(h) To enforce by legal means the provisions of the Wisconsin Condominium Ownership Act, the Declaration, the By-Laws of the Corporation and any rules and regulations governing the use and operation of the Property;

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

(j) To do all things necessary or convenient to effectuate the purposes of the Corporation.

ARTICLE V

Members

There shall be one class of members designated as "unit owners." The rights and qualifications of members are set forth in the By-Laws of the Corporation.

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the Corporation shall be 10140 North Port Washington Road, Mequon, Wisconsin 53092, and the initial registered agent shall be Kenrik Corporation. The address of the initial registered agent is 10140 North Port Washington Road, Mequon, Wisconsin 53092.

ARTICLE VII

Directors

The number of directors of the Corporation shall be fixed in the By-Laws of the Corporation and in no event shall be less than three. The manner in which directors shall be selected, appointed and removed shall be set forth in the By-Laws of the Corporation.

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

Kenneth H. Read, Jr.
10140 North Port Washington Road
Mequon, WI 53092

Lynne Catera
10140 North Port Washington Road
Mequon, WI 53092

Louis Schroeder
10140 North Port Washington Road
Mequon, WI 53092

ARTICLE VIII

Incorporator

The name and address of the incorporator of the Corporation are:

Bruce T. Block, Esq.
c/o Reinhart, Boerner, Van Deuren
Norris & Rieselbach, s.c.
1800 Marine Plaza
Milwaukee, Wisconsin 53202

ARTICLE IX

Nonprofit

The Corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the net earnings, assets or surplus of the Corporation shall inure to the benefit of or be distributed to its members, directors, officers or any other private individual other than by a rebate of excess membership dues, fees or assessments. The Corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered and may confer benefits upon its members in conformity with its purposes and to the extent not prohibited in its By-Laws.

Executed in duplicate this ___ day of _____, 1982.

_____
Bruce T. Block, Incorporator

State of Wisconsin)
: SS
_____ County)

Personally came before me this ____ day of _____, 1982, the above-named Bruce T. Block, known to me to be the

person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

_____
( )
Notary Public, State of Wisconsin
My commission is permanent.

This instrument was drafted by Bruce T. Block.

Please return to: Bruce T. Block, Esq.
1800 Marine Plaza
Milwaukee, WI 53202

8365800
Tx:4311435

1080119
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
07/24/2019 03:34 PM
REC FEE: 30.00
TRANS FEE:
PAGES: 4
EXEMPT #:

Return to:

Mequon City Hall
11333 North Cedarburg Road 60W
Mequon, WI 53092 #30

REAL ESTATE COVENANT AND WAIVER

This AGREEMENT, made and entered into this 16TH day of July, 2019, by and between the CITY OF MEQUON, a municipal corporation, with principal offices at 11333 N, Cedarburg Road 60W, hereinafter called "City," and Cedar Ridge Condominium Association, Inc., hereinafter called "Owners";

It is hereby agreed by the undersigned Owner of the following described property:

1410-1437 W. Westport Circle / 10229-10349 N. Westport Circle, Mequon, Wisconsin 53092 as shown in Exhibits A and B of volume 495 pages 843A and 843B of document number 343682 recorded on September 7, 1983 by the Ozaukee County Register of Deeds; and as shown in Exhibits A,B and D of volume 511 pages 389, 390 and 391 of documents numbered 351578 and 344140 recorded on June 28, 1984 by the Ozaukee County Register of Deeds; and as shown in Exhibit A of volume 544 page 946 of document number 367895 recorded on January 20, 1985 by the Ozaukee County Register of Deeds.

The City hereby agrees to allow Owner to construct various improvements within the right of way.

1. Owners agree that the placement of the split rail fences and brick walls in the City right of way and/or required front setback, as identified on the attached Exhibit "A", are to be located therein with the consent and permission of the City at the sole expense and peril of Owners.

2. Neither Owners, nor their successors and/or assigns, acquire any vested rights to placement of such improvements in the right of way and/or required front setback by prescription, estoppel, or otherwise. In the event that the City shall determine to expand into the right of way in which the improvements approved by the Department of Community Development, as indicated above, have been located, necessitating removal of part or all of the improvements, Owners, or their successors and/or assigns, shall, within sixty (60) days of the date of request, remove any or all of the said improvements from the said right of way as shall be specified in the written request of the City of Mequon mailed to Owners' last known address by certified mail. Should Owners or their successors and/or assigns fail to do so, the City may remove such improvements, and charge the cost of such removal against the property pursuant to section 66.0627, section 66.0703, Wisconsin Statutes, or other applicable law.

3. Owners, on behalf of themselves, and their successors and/or assigns, waive, release and discharge any claim, cause of action or right to seek damages or compensation pursuant to sections 32.02 through 32.18, Wisconsin Statutes inclusive, and any other expenses, damages, awards, costs, fees, payments, assistances, replacement costs, or the proximate

4

result of any future repair, rebuilding, restoration or widening, or maintenance including snow removal, or other activity undertaken therein by the City, its officers, employees or contractors.

4. It is further agreed that the Owners, or their successors and/or assigns shall be solely responsible for any and all expenses involved in the removal, relocation or maintenance or repair to said building improvements and waive all rights to reimbursement for such expenses by the City of Mequon, its officers, employees or contractors, including such work undertaken by the City as a result of the failure of the Owners or their successors and/or assigns to do so.

5. This covenant is perpetual in duration and shall run with the land.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

By: _____
James Bohn, President
Cedar Ridge Condominium Association, Inc.

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
Ozaukee County)

Personally came before me this 16 day of July, 2019 the above-named James Bohn, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Kathleen Andrykowski
Notary Public, Ozaukee County, Wis.
My commission is permanent. (If not, state expiration date: 8-14-20, 20____.)

KATHLEEN ANDRYKOWSKI NOTARY PUBLIC STATE OF WISCONSIN

City of Mequon

By: _____
John Wirth, Mayor

By: _____
Caroline Fochs, Clerk

ACKNOWLEDGEMENT	ACKNOWLEDGEMENT
State of Wisconsin)) ss. Ozaukee County)	State of Wisconsin)) ss. Ozaukee County)
Personally came before me this 18th day of July, 2019 the above-named John Wirth, to me known to be the persons who executed the foregoing instrument and acknowledge the same.	Personally came before me this 18th day of July, 2019 the above-named Caroline Fochs, to me known to be the persons who executed the foregoing instrument and acknowledge the same.
Lina A. Prosser Notary Public, Ozaukee County, Wis. My commission is permanent. (If not, state expiration date: 12-20-2019.)	Lina A. Prosser Notary Public, Ozaukee County, Wis. My commission is permanent. (If not, state expiration date: 12-20-2019.)

NOTARY PUBLIC LINA A. PROSSER STATE OF WISCONSIN

NOTARY PUBLIC LINA A. PROSSER STATE OF WISCONSIN

THIRD AMENDMENT TO DECLARATION

Document Number | Document Title

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RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
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Recording Area

Name and Return Address

Michael J. Bennett
Lichtsinn & Haensel, s.c.
111 E. Wisconsin Ave. #1800
Milwaukee, WI 53202

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THIRD AMENDMENT TO DECLARATION

THIS THIRD AMENDMENT TO DECLARATION is dated this 29th day of November, 2023, by the CEDAR RIDGE CONDOMINIUM ASSOCIATION (the "CRCA" or the "Declarant").

WHEREAS, the Declaration of Condominium for Cedar Ridge Condominium executed on August 25, 1983 and recorded in the Office of the Register of Deeds for Ozaukee County on September 7, 1983 in Vol. 495 of Records, commencing at Page 830 as Document No. 343682 (the "Declaration"), thereby subjecting certain real property to the terms of the Declaration and creating a condominium known as Cedar Ridge Condominium (the "Condominium"); and

WHEREAS, pursuant to Section 13 of the Declaration and in accordance with Section 703.26, Wis. State., a First Amendment to the Declaration was recorded with the Register. of Deeds for Ozaukee County on June 28, 1984, in Vol. 511 of Records, commencing at Page 384, as Document No. 351578 (the "First Amendment"), thereby adding additional land to the Condominium along with additional buildings and units to be constructed thereon; and

WHEREAS, pursuant to Section 13 of the Declaration and in accordance with Section 703.26, Wis. State., a Second Amendment to the Declaration was recorded with the Register. of Deeds for Ozaukee County on January 28, 1986, in Vol. 544 of Records, commencing at Page 942, as Document No. 367895 (the "Second Amendment"), thereby adding additional land to the Condominium along with additional buildings and units to be constructed thereon; and

WHEREAS, Section 2 of the Declaration describes and defines a Unit in a CRCA building as having a "cedar shake roof"; and

WHEREAS, the Board of Directors has determined that cedar shake roofs constitute a potential fire hazard and that the cost of cedar shake roofs have increased dramatically and are now prohibitively expensive; and

WHEREAS, the Board of Directors desires to provide Unit Owners a less expensive option to replace their roofs with a different type of shake style roof while maintaining the ambience and harmony with the existing colonial architecture; and

WHEREAS, on July 6, 2023, the CRCA provided all Unit Owners with written notice of this Third Proposed Amendment of the Declaration;

WHEREAS, on July 13, 2023, the CRCA held a Special Meeting of Unit Owners pursuant to Section 13 of the Declaration to review this Proposed Third Amendment; and

WHEREAS, at said Special Meeting 43 Unit Owners, or 77%, approved this Third Amendment.

NOW, THEREFORE, the CRCA hereby executed and files this Third Amendment of the Declaration as follows:

The Second Paragraph of Section 2, Description of Building, is eliminated and replaced with the following paragraph:

2. The original principal materials of which the buildings are or will be constructed are concrete block foundation and basement, wood frame, wood floors, brick and wood exterior, and cedar shake roof. The building materials, including but not limited to cedar shake roofs, are subject to change at the discretion of the Board of Directors. The Association no longer permits the installation of new cedar shake roofs; however, patches and repairs may be made so long as no more than 20% of roof material is affected.

Dated this 29th day of November, 2023.

CEDAR RIDGE CONDOMINIUM ASSOCIATION

By: _____
Michael J. Bennett, President

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

This document was signed before me on the 29th day of November, 2023, by Michael J. Bennett.

_____
Nadine C. Kutcher, Notary Public
State of Wisconsin
My Commission: expires March 29, 2026

NADINE C. KUTCHER NOTARY PUBLIC STATE OF WISCONSIN

CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

By-Laws
OF
CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.
Issue 3.0 December 19, 1996

ARTICLE I

Name and Purpose

1.1 Purpose. Pursuant to the Articles of Incorporation of the Cedar Ridge Condominium Association, Inc. and the Condominium Declaration for Cedar Ridge recorded in the Office of the Registrar of Deeds for Ozaukee County, Wisconsin (hereinafter "Declaration"), the following are adopted as the By-Laws of Cedar Ridge Association, Inc. (Hereinafter sometimes referred to as the "Association") which is a non-profit corporation formed and organized to serve as an Association of Unit Owners who own real estate and improvements (hereinafter the "Property") under condominium form of use and ownership, as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

1.2 Applicability of By-Laws and Definitions. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns. The term, "Property" and other terms used herein shall, unless the text of the Declaration requires otherwise, have the same meaning as the definitions contained in section 703.02 of the Wisconsin Unit Ownership Act.

1.3 Office. The office of the condominium and of the Board of Directors shall be at such a location as the Board of Directors may from time to time designate.

ARTICLE II

Board of Directors

2.1 Number and Qualifications. The affairs of the property shall be governed by a Board of Directors which shall be composed of seven persons. The Board of Directors shall be composed of owners or spouses of owners or mortgagees of units, or, in the case of partnership owners or mortgagees, shall be officers, stockholders, or employees of such corporations, or in the case of fiduciary owners or mortgagees shall be the fiduciaries, or officers or employees of such fiduciaries.

2.2 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association, except such powers and duties as by law or by the Declaration or by these By-Laws that may not be delegated to the Board of Directors by the unit owners. Subject to the foregoing, the Board of Directors shall have full power and authority necessary or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Unit Ownership Act, the Declaration, the Articles of Incorporation and these By-Laws and rules and regulations thereunder, as set forth in the Articles, including but not limited to the following:

(a) Operation, care, upkeep and maintenance of the unit exteriors and the common and limited common areas and facilities;

(b) Determination of the amounts required for operation, maintenance and other affairs of the Property;

(c) Collection and enforcement of the common charges and individual charges from the unit owners;

(d) Employment and dismissal of the personnel including the managing agent,as necessary for the efficient maintenance and operation of the Property;

(e) Adoption and amendment of rules and regulations covering the details of the operation and use of the Property;

(f) Opening of bank accounts on behalf of the Association and designation the signatories required therefor;

(g) Purchasing, leasing or otherwise acquiring in the name of the Association, or its designee, corporate or otherwise, on behalf of all unit owners, units surrendered by their owners to the Board of Directors, being authorized by a special meeting of the unit owners with 75% being present or represented by proxy;

(h) Selling, leasing, mortgaging, voting the votes appurtenant to (other than for the election of members of the Board of Directors), or otherwise dealing with units acquired by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners;

(i) Obtaining insurance for the Property, including the units, pursuant to the provisions of Section 5.6 hereof;

(j) Making repairs, additions, and improvements to, or alterations of, the Property, and repairs to and restoration of the Property in accordance with the provisions of the By-Laws, after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings;

(k) Adopt and publish rules and regulations governing the use of the common areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(l) Post signs, at appropriate intervals, designating Cedar Ridge as a private property and its road as a private road;

(m) Enforcing by legal means, the provisions of the Declaration of these By-Laws, and the rules and regulations, and bringing or defending against any proceedings which may be instituted on behalf of or against the Association; and

(n) Keeping or providing for the keeping of books and accounts in accordance with these By-Laws.

2.3 Managing Agent and Manager. The Board of Directors may employ, for the Property, a managing agent and/or a manager at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize, including, but not limited to the duties in Section 2.2 of this Article. Any such contract established for management of the Property shall be limited to a one year term and shall allow cancellation with a minimum of thirty (30) days notice. The Board of Directors may delegate to the manager or managing agent, all of the powers granted to the Board of Directors by these By-Laws other than the powers set forth in subdivisions (b), (e), (f), (g), (h), (j), (k), and (m) of Section 2.2 of this Article.

2.4 Election and Term of Office. At the first annual meeting of the unit owners, the Board of Directors shall be elected by the unit owners. Directors shall be elected by a plurality vote. Each unit owner shall be entitled

to cast a vote for as many persons as there are Directors to be elected and for whose election the unit owner is entitled to vote. Votes shall not be cumulated. The Directors receiving the first, second, and third highest number of votes shall be elected for a term of two (2) years and the persons receiving the fourth, fifth, sixth and seventh highest number of votes shall be elected for a term of one (1) year. All persons elected as members of the Board of Directors at subsequent annual meetings shall be elected for a term of two (2) years. All members of the Board of Directors shall hold their office until their respective successors have been elected and shall have qualified. In the event of a tie for the third or seventh highest number of votes, the outcome shall be determined by lot in a manner prescribed by the presiding officer.

2.5 Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the unit owners and a successor may then and there or thereafter be elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

2.6. Vacancies. Vacancies on the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such a meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so replaced and until a successor shall be elected at the next Annual meeting of the unit owners.

2.7 Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the unit owners shall be held within ten days thereafter, at such time and place as shall be fixed by the unit owners at the meeting at which such Board of Directors shall have been elected, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, providing a majority of the whole Board of Directors shall be present thereat.

2.8 Regular Meetings. Regular Meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board, by mail or telegraph, at least three business days prior to the day named for such meeting.

2.9 Special Meetings. Special Meetings of Board of Directors may be called by the President with three business days notice to each member of the Board of Directors, given by mail or telegraph which notice shall state the time, place, and purpose of the meeting. Special Meetings of Board of Directors shall be called by the President or Secretary in like manner and with like notice on the written request of at least three members of Board of Directors.

2.10 Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice.

Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by the Director of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

2.12 Fidelity Bonds. The Board of Directors, as it may deem appropriate, shall obtain adequate fidelity bonds for all agents, officers, directors and employees of the Property handling or responsible for funds. The premiums on such bonds shall constitute a common expense.

2.13 Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such.

2.14 Mandatory Indemnification and Permissive Supplementary Benefits. The Association shall, to the fullest extent permitted or required by Sections 181.041 and 181.053, inclusive, of the Wisconsin Nonstock Corporation Law ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extent any such amendment permits or requires the Association to provide broader indemnification rights prior to the amendment):

(a) Indemnify it's Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any such Director or Officer is a Party because he or she is a Director or Officer of the Association. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which a Director or Officer may be entitled under any Written agreement, board resolution, vote of members, the Statute or otherwise. All capitalized terms used in this section and not otherwise defined herein shall have meaning set forth in Section 181.041 of the Statute.

(b) The Association may, but shall not be required to, supplement the foregoing rights to indemnification against Liabilities and advancement of Expenses under section (a) by (1) purchase of insurance on behalf of one or more of such Directors and Officers, whether or not the Corporation would be obligated to indemnify or advance Expenses to such a Director or Officer under section(a) and (2) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

2.15 Informal Action. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action

so approved shall have the same effect as though taken at a meeting of the Board of Directors.

2.16 Committees. The Board of Directors shall appoint a Design Review Committee, a Beautification and Grounds Committee and other committees as deemed appropriate in carrying out its purpose. The Design Review Committee shall consist of five unit owners appointed by the Board of Directors and only one member will be a member of the Board of Directors. This committee shall be responsible to the Board of Directors. Vacancies on the Design Review Committee shall not remain unfilled for more than 60 days. The Design Review Committee shall act in an advisory manner to the Board of Directors to regulate external design, appearance and location of improvements to the common and limited common areas and units as provided herein and shall act to promote qualities in our environment which bring value to the Property and foster attractiveness and function for the Condominium as a desirable place to live, including harmony among structures, vegetation, topography, exterior unit materials and quality of unit exteriors. The Design Review Committee shall develop and promulgate policy guidelines for approval. The guidelines shall include principles and criteria to use as a standard for evaluating proposed changes to the common and limited common areas and the units. Guidelines may be modified from time to time, with notice to the unit owners, and subject to the approval of the Board.

ARTICLE III

Members, Voting and Meetings

3.1 Members. The corporation shall have one class of membership, and the rights and qualifications of the members are as follows:

3.1.1 One Membership Per Unit. One membership and one vote shall exist for each unit. Every unit owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and be the same type of tenancy in which the title to the unit is held.

3.1.2 Voting. Members shall have one vote for each unit owned. Any of the owners of a shared membership present at a meeting in person or by proxy shall be entitled to vote for such membership unless there is a conflict among those owners of such shared membership who are present at such meeting in person or by proxy. In such case, the majority of the owners of such shared membership may then decide the manner such membership shall vote and may vote accordingly. If the shared membership present cannot decide how to vote, the Association can decide not to recognize any such divided vote.

3.1.3 Membership List. The Association shall maintain a current membership list showing the membership pertaining to each unit including other seasonal addresses.

3.1.4 Transfers of Memberships. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of the unit. Membership in the Association may not be transferred, except in connection with the transfer of title to a unit. Upon such transfer the transferor or transferee shall give notice of such transfer to the Association and the Association shall thereupon make

appropriate changes to the Membership List. Until such notice of transfer is received by it, the Association need not recognize the transferee as a member nor give notice of meetings to the transferee so long as such notices are given the transferor. The notice of transfer herein required shall be in writing, shall identify the unit, shall set forth the name(s) of the transferee(s), the name of the person designated to vote and any other information about the transfer which the Association may deem pertinent.

3.2 Annual Meetings. The Annual Meeting of the unit owners shall be held on the fourth Tuesday of September of each year, or at such times as the Board of Directors may decide, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members.

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

3.4 Special Meetings. It shall be the duty of the President to call a Special Meeting of the members if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by members owning a total of at least 25% of the common interest. The notice of any Special Meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a Special Meeting except as stated in the notice.

3.5 Notice of Meetings. The Secretary shall mail to each member or cause to be delivered to each unit a notice of each Annual or Special Meeting of the members, at least ten but not more than thirty days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held. Notice shall be sent to the unit address or to such other address as a unit owner may have designated by notice in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this section shall be considered service of notice. Notices shall be deemed given on the date deposited in the United States mail or on the date of personal delivery.

3.5.1 Nominations. The notice of any meeting of members at which the election of directors is to take place, including notices of annual meetings, shall be accompanied by a Nomination Ballot, a Ballot Envelope, a Delivery Envelope, and instructions as to how to nominate candidates for directorships as herein set forth. The "Nomination Ballot" shall contain instructions on how to use the ballot to make nominations, the number of directorships to be voted on at the meeting and a like number of lines on which members may write, print or type the names of persons they wish to nominate, and such other information as may be pertinent. The Ballot Envelope shall be plain excepting for the word "Ballot." The Delivery Envelope shall provide a line at the upper left hand corner for the member submitting the ballot to sign his or her name. It shall be addressed to the Chair of the Election Committee. In making his or her nomination, members may write, print, or type the name of nominees on the Ballot, and shall then enclose the Ballot in the Ballot Envelope, and then enclose the Ballot Envelope in the Delivery Envelope. The Delivery Envelope shall be mailed or delivered to the Chair of the Election Committee. Only such Nomination Ballots as are received by the Election Committee Chair at least 48 hours before the time set forth in the notice for the commencement of the meeting shall be counted. However, nothing herein shall restrict nominations from the floor during the meeting. Prior to the noticed meeting, the Election Committee shall open and tabulate the Ballots. Those persons receiving nomination

from at least two (2) members shall be regarded as nominees. Thereupon the Election Committee shall prepare a Ballot listing all such nominees and have the same available at the meeting. Should there be any nominations from the floor of the meeting, the names of such persons shall be added to the Ballots by the Election Committee prior to the distribution of the Ballots among those present at the meeting.

3.5.2 Elections. At all meetings of the members at which directors are to be elected, including Annual Meetings, the Ballots prepared pursuant to paragraph 3.5.1 hereof shall be issued to all members or their proxies present at the meeting. Such Ballots shall be collected and tabulated by the Election Committee in a manner to assure the secrecy of the voting.

3.5.3 Election Committee. On or before the 1st day of September of each year or at the time of the giving of the notice of a special meeting of members, the President shall appoint an Election Committee consisting of three members who shall perform the duties of the Election Committee as set forth in these By-Laws. The Committee shall elect one of its members as Chair.

3.6 Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of members having one-half of the total authorized votes of all members shall constitute a quorum at all meetings of the members. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

3.7 Majority Vote. The vote of a majority of members at a meeting at which a quorum is present shall be binding upon all members for all purposes except where a higher percentage vote is required by law, by the Declaration, the Articles of Incorporation, or these By-Laws.

3.8 Proxies. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting.

3.9 Vote Publication. All Board of Director votes taken for issues other than general maintenance and upkeep shall be by recorded roll-call vote of the Board of Directors and the resolution and recorded vote shall be published as a portion of a quarterly newsletter and financial report to the unit owners by the Board of Directors.

ARTICLE IV

Officers

4.1 Designation. The principal officers of the Association shall be the President, the Vice President, the Secretary, and the Treasurer, all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary and such other officers as in its judgment may be necessary. The President and the Vice President must be members of the Board of Directors.

4.2 Election of Officers. Officers shall be elected annually by the Board of Directors at the organizational meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors. The nomination and election of officers shall be handled confidentially by secret ballot. Any person eligible to hold the office voted upon shall be considered a nominee to such office if he or she is nominated by two or more persons. Each office shall be voted upon separately. Within 10 days after the election of the Board and Officers, the Board of Directors shall provide unit owners with written notice of the names of elected Board members and Officers of the Association.

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

4.4 President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the members and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of President, including but not limited to the power to appoint from among the unit owners any committee which the President decides is appropriate to assist in the conduct of the affairs of the Association.

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

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

4.7 Treasurer. The Treasurer shall have the responsibility for Association funds and securities and for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposit of all moneys and other valuable effects in the name of the Board of Directors or the management agentand in such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all of the duties incident to the office of Treasurer.

4.8 Agreements, Contracts, Deeds, Checks, Etc. All agreements, contracts, deeds, leases and other instruments of the Association shall be executed by any two elected officers of the Association or by such other person(s) as may be designated by the Board of Directors. The Treasurer and one elected officer shall be responsible for signing all checks.

4.9 Compensation of Officers. No officer shall receive any compensation from the Association for acting as

such.

ARTICLE V

Operation of the Property

5.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property in accordance with the Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 Rules and Regulations. The Board of Directors shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common areas and facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by persons entitled thereto, and to ensure proper repair and maintenance of the units and the common areas and facilities. Copies of such rules and regulations shall be furnished to each unit owner prior to their effective date. Association guests and any occupants of such units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate.

5.3 Determination of Expenses and Charges. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Property, determine the amount of the common charges required to meet the estimated common and individual expenses of the Property, and allocate and assess such charges against the units and unit owners as set forth herein. The annual budget shall be prepared and determined prior to the giving of notice of the Annual Meeting of members and shall be submitted to the members with notice of such meeting. The monthly common charges for (a) common expenses and (b) individual expenses shall also be set forth separately either in such budget or in the notice.

If within fifteen (15) days after the annual membership meeting, a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty per cent (50%) of the membership entitled to vote with respect to such charges, then the Board of Directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty per cent (50%) of the membership entitled to vote may revise the budget and charges and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than 90% of the average total budget for the preceding two years.

5.4 Common Expenses. Common expenses relate to the maintenance, repair, and replacement of common areas and facilities, the enjoyment of which is substantially the same for all unit owners, and may include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property,

including without limitation an amount for working capital, for insurance, for a general operating reserve, for a reserve fund for replacements, and to make up any deficit in the common charges for any prior year. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has elected to sell or lease such unit or of any unit which is to be sold at foreclosure or other judicial sale within the limitations stated in Article II, Section 2.2 (g). Common expenses do not include those expenses for which the unit owner is responsible pursuant to the terms and conditions of the Declaration or these By-Laws.

5.4.1 Allocation of Common expenses. The common expenses as defined in Section 5.4 and required by the budget shall be charged and assessed against the units and allocated among the unit owners according to their respective percentages of ownership in the common areas and facilities as determined under Paragraph 6 of the Declaration as amended.

5.5 Unit Owners. Repair and Maintenance. Unit owners shall be responsible for repair and maintenance of their units including exterior and structural portions of the units and limited common areas. The unit owner, at the unit owner's sole expense, will be responsible for the repair, maintenance, and replacement of the roof, deck or porch, stoop, mailbox, driveways and other modifications in the limited common areas adjacent to a unit including trees, shrubbery and flower beds created or installed by the unit owner, with approval or not, and other similar common areas structures and facilities which are primarily enjoyed or necessitated by said unit owner.

5.6 Individual Expenses. Individual expenses are those expenses that directly relate to the maintenance of the respective units and the appurtenant limited common areas and facilities, the benefits of which maintenance are primarily enjoyed and necessitated by the units thereof and which area and facilities the owner is required to repair and maintain pursuant to section 5.5 hereof. The cost of repair and maintenance of these items shall become an individual expense only if the Board of Directors is required to undertake the repair and maintenance of said items pursuant to section 5.6.1(b). In addition, individual expenses may include those common expenses which may vary from unit to unit by reason of variance in the size of the units or other factors peculiar to the respective units, including the insured replacement value of the units in the case of premiums for insurance. The Board of Directors, at its sole discretion, shall determine which expenses reflected on the budget are common expenses and which are individual expenses.

5.6.1(a) Fire Insurance Premiums. The premiums on all insurance purchased pursuant to Section 5.6.1 shall be allocated to the respective owners in relation to the square footage of their respective unit bears to the square footage of all units. The Board of Directors shall bill all owners annually for fire insurance premiums.

5.6.1(b) Work, Repairs and Maintenance. The Board of Directors from time to time may consider and direct work, repairs, or maintenance giving rise to individual expenses. Approval of such work, additional services, maintenance, repairs, replacement or restoration shall be obtained from the Design Review Committee. The Board shall give no less than fifteen (15) 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 owners attend such 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 owners with respect to such work or expenses.

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

The Association, acting through the Board of Directors, shall be entitled to enter any common areas, limited common areas or units under reasonable conditions and upon reasonable notice, and so perform or have performed on behalf of the affected unit owners the work, maintenance, or repair specified in the notice, and charge any costs incurred to the affected unit owner.

Should the unit owner not pay these costs in a reasonable time period, such unit owner shall be obligated to pay interest at the highest annual rate permitted by law or at 18% per annum, whichever is less, on the expenses from the due date thereof, together with all expenses, including attorneys' fees, incurred by the Board of Directors in any proceeding brought to collect such payment. The Board of Directors shall have the right and duty to attempt to recover such payments, together with interest thereon, and the expenses of the proceedings, including attorneys' fees, in an action brought against such unit owner, or by foreclosure of the lien on such unit granted by section 703.16 of the Wisconsin Condominium Ownership Act. The Board of Directors shall also have the right to prohibit such unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on such unit and the amount necessary to release the lien has not been paid at the time of the meeting.

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.

5.6.2 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, reasonably 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 owners 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.

5.6.3 Work Provided by Owner. The Board of Directors, by general resolution which it may amend from time

to time and upon the recommendation of the Design Review Committee, may authorize unit owners to perform work or have others perform work on their respective units and the limited common areas 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 the written consent of both such owners. The Board and the Design Review Committee 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.

5.6.4 Disputes. In the event of any dispute with regard to work, repairs, or maintenance giving rise to individual expense, between adjoining unit owners 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 shall in any event be rendered with reasonable promptness following submission of the written dispute, and the determination of a majority of the Board shall be final and binding upon the affected owners.

5.6.5 Individual Requests. Individual unit owners may at any time notify the Board of Directors in writing of any work, repairs, or maintenance which, in their opinion, should be undertaken or directed by the Association as either a common expense or an individual expense.

5.6.6 Liens. It is intended and declared that the expenses and assessments and "individual expenses" in Article V shall in all respects be and constitute "common expenses" under the provisions of Section 703.16 of the Wisconsin Statutes, so that statutory liens shall exist for unpaid assessments therefor.

5.7 Special Assessments. If reserves established and maintained in accordance with this article V shall be inadequate for any reason, including nonpayment of any unit owner's assessment, the Board of Directors may at any time or from time to time assess a special assessment in order to defray, in whole or part, any extraordinary expenditures, including without limitation any shortage or loss incurred or suffered in a fiscal year or the cost of any construction, reconstruction or replacement of common areas or facilities. Said special assessment may be payable, as the Board of Directors may determine, in a lump sum or in installments. The Board of Directors shall serve notice of any such special assessment on all assessed unit owners by a statement in writing giving the amount and reasons for such special assessments which special assessments shall, unless otherwise specified in the notice, become payable with the next due monthly installment which is due more than ten (10) days after giving such notice. All assessed unit owners shall be obliged to pay the adjusted monthly amount or, if the special assessment is not payable in installments, the amount of such assessment.

5.8 Insurance

5.8.1 Fire and Extended Coverage. The Board of Directors shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring the Property and all buildings (including all of the units and the bathroom and kitchen fixtures initially installed therein by the Declarant, but not including wall, ceiling, or floor decorations or covering or furniture, furnishings or other personal property supplied or installed by unit owners), together with all air conditioning

equipment and other service machinery contained therein and all limited common areas and facilities. Such insurance shall cover the Property, the Association, the Board of Directors and all unit owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value without deduction for depreciation, such amount to be determined as provided below. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees as their interests may appear.

Unit owners or their mortgagees shall not be prohibited from carrying other or additional insurance for their own benefit, provided all policies shall contain waivers of subrogation, and the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additional insurance carried by any unit owner. All policies purchased by the Association shall provide that adjustment of loss shall be made by the Board of Directors with the approval of the insurance trustee, and that the net proceeds thereof, if $10,000 or less, shall be payable to the Association, and if more than $10,000, shall be payable to the insurance trustee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days written prior notice to all the insureds, including all mortgagees of units and land contract vendors named as insured in the policy. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of full replacement value of the buildings including all units and all of the common and limited common areas and facilities without deduction for depreciation, to determine the amount of insurance to be purchased.

5.8.2 Other Insurance. The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering the Association, each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross-liability claims of one insured against another. The Board of Directors shall review such limits once a year. Until the first meeting of the Board of Directors following the annual meeting of the unit owners, such public insurance shall be in a single limit of $2,000,000 or more determined by the Board of Directors covering all claims for bodily injury or property damage arising out of one occurrence. The Board of Directors may purchase such other insurance as it may determine necessary or desirable.

5.9 Repair or Reconstruction After Damage. In the Event any damage to or destruction of the Property as a result of fire or other casualty (unless 80% or more of the number of units of the Property are destroyed or substantially damaged and the Association of Unit Owners by affirmative vote of Seventy Five Percent (75%) of all votes entitled to be cast does not resolve within ninety (90) days after such damage or destruction, to proceed with repair or restoration), the Board of Directors shall arrange for prompt repair and restoration thereof (including any damaged units, and any kitchen or bathroom fixtures initially installed by the

Declarant, but not including any wall, ceiling, or floor decorations or covering or furniture, furnishings or equipment installed by unit owners in the units) and except to the extent provided in the next succeeding sentence the Board of Directors or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments. Any cost of such repair and restoration in excess of the insurance proceeds applicable thereto shall constitute a common expense and the Association shall have the right to levy assessments in the event that insurance proceeds are insufficient to pay the estimated or actual costs of repair or reconstruction. In any event, insurance proceeds shall be allocated first to structural and exterior replacement and repairs.

If eighty percent (80%) or more of the number of units of the Property are destroyed or substantially damaged and the Association by affirmative vote of no less than Seventy-Five Percent (75%) of all votes entitled to be cast by members of the Association, within ninety (90) days after such damage or destruction, does not resolve to proceed with repair or restoration, the Property shall be subject to an action for partition at the suit of any unit owner or lienor, as if owned in common, in which event the net proceeds of the sale together with the net proceeds of insurance policies shall be divided by the Board of Directors or the insurance trustee, as the case may be, among the unit owners in proportion to their respective common interests, after first paying out of the share of each unit owner, the amount of any unpaid liens on his unit, in the order of priority of such liens.

5.10 Payment of Charges. All unit owners shall be obliged to pay the charges assessed by the Board of Directors pursuant to the provisions of these By-Laws at such time or times as the Board of Directors shall determine. The annual common charges shall be prorated and paid quarterly to the Association on or before the tenth day of the month in which payment is due. All charges and assessments including assessments for individual expenses when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged as provided in the Act.

No unit owner shall be liable for the payment of any part of the charges assessed against his unit subsequent to the sale, transfer, or other conveyance by him thereof (made in accordance with the provisions of Section 1 of Article VIII of these By-Laws). A unit owner may, subject to the conditions specified in these By-Laws and provided that his unit is free and clear of liens and encumbrances other than a permissible first mortgage and the statutory lien for unpaid charges, convey his unit to the Board of Directors or its designee, corporate or otherwise, on behalf of all units owners and in such event be exempt from charges thereafter assessed.

A purchaser of a unit shall be liable for the payment of charges assessed against such unit prior to the acquisition by him of such unit except for the amount of unpaid assessments prior to the acquisition in excess of the amount set forth in a statement from the Board of Directors or the manager furnished pursuant to Section 703.16(5) of the Wisconsin Unit Ownership Act, and except that a mortgagee or other purchaser of a unit at a foreclosure sale of such a unit, shall not be liable for and such unit shall not be subject to a lien for the payment of charges assessed prior to the foreclosure sale.

5.10.1 Default in Payment of Charges. In the event of default by any unit owner in paying any assessed

charges to the Board of Directors, such unit owner shall be obligated to pay interest at the highest rate allowable by law on such charges from the due date thereof together with all expenses including attorney's fees incurred by the Board of Directors in any proceeding brought to collect such unpaid charges. If any unit is delinquent in the payment of any charges for more than thirty days, the Association may accelerate the annual common charges remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. The Board of Directors shall have the right and duty to attempt to recover such charges, together with interest thereon and the expenses of the proceedings including attorney's fees, in an action brought against such unit owner or by foreclosure of the lien on such unit granted by Section 703.16 of the Wisconsin Ownership Act.

5.10.2 Foreclosure of Liens for Unpaid Charges. In any action brought by the Board of Directors to foreclose a lien on a unit because of unpaid charges, the unit owner shall be required to pay a reasonable rental for the use of his unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect rental. The Board of Directors, acting on behalf of all unit owners and within the limits established in Article 2, Section 2.2(g), shall have the power to purchase such unit at a foreclosure sale and to acquire, hold, lease, mortgage, vote the votes appurtenant to, and convey or otherwise deal with the same. A suit to recover a money judgement for unpaid charges shall be maintained without foreclosing or waiving the lien securing the same.

5.10.3 Statement of Charges. The Board of Directors shall promptly provide any unit owner who makes a request in writing with a written statement of his unpaid charges.

5.11 Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors in accordance with Section 2.2 hereof or the breach of any By-Law contained herein or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws,: (a) to enter the unit in which or as to which such violation or breach exists, and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist contrary to the intent and meaning of the provisions herein and the Board of Directors shall not be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy such thing or condition by appropriate legal proceedings.

5.12 Maintenance and Repair

5.12.1 By Unit Owners. All interior (plus window and glass door) maintenance of and repairs or replacements to any unit, structural or non-structural, ordinary or extraordinary, shall be made by the owner of such unit. With respect to exterior repairs, the Association has the right to conduct such repairs and maintenance pursuant to section V hereof. All maintenance, repairs and replacements to the exteriors of the units constituting individual expenses, as defined in Section 5.5 of this article or as determined by the Board of Directors, are to be charged to the respective unit owner. In all events, the cost of replacement of any windows or glass doors and any work or repair to units or common areas occasioned by the misconduct, negligence or misuse of any unit owner shall be charged to the unit owner. Similarly, any expense related to flower beds, shrubs and trees in limited common areas which were not planted or approved by the Association as well as maintenance of patios or decks shall be charged to the responsible unit owner.

5.12.2 By Association. All maintenance, repairs, and replacements to the common and limited common areas and facilities shall be under the jurisdiction and control of the Board of Directors and shall be charged to the unit owners as either common expense or as individual expense as determined by the Board of Directors under this Article V.

5.13 Use of Property. In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the Property shall be subject to the following limitations The use of property shall be subject to the following rules.

(a) The units shall be used for single family residence only.

(b) The common and limited common areas and facilities shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units.

(c) No nuisance shall be allowed on the Property nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be complied with. Such compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors whichever shall have the obligation to maintain or repair such portion of the Property.

(e) No tree or bush shall be removed from the common areas or planted in the common areas without written approval of the Board of Directors.

(f) Trash, garbage, or other wastes shall be kept in sanitary containers which shall be kept in garages except for the day of trash pickup. Under no circumstances shall trash be left outside for more than twenty four (24) hours.

(g) No trailer, tent, shack, garage, barn, outbuilding, or living quarters of a temporary character shall be permitted on any limited common area at any time.

(h) No trucks, buses, or vehicle (other than private passenger cars, station wagons or similar private vehicles) shall be parked on the Property for purposes other than in the normal course of construction or services rendered to a unit.

(i) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on the Property, except that each unit may keep up to one dog, two cats or other small household pets (such as canaries or parakeets) provided they are not kept, bred, or maintained for any commercial purposes.

(j) Overnight parking on driveways is only permitted in emergencies or for an occasional overnight guest. The Property contains a number of parking areas which should be used. Unit owners should keep garage doors closed except when in use.

(k) Garage and/or chattel sales are not permitted.

(l) Yard signs, i.e., real estate, political or personal property are not permitted.

(m) No change in the paint color of a unit is permitted without prior approval of the Board of Directors. A unit owner shall submit a color sample as part of a request to the Design Review Committee. The Design Review Committee will make a recommendation to the Board of Directors who will approve or deny the request.

(n) No addition or change of awnings on the exterior of a unit is permitted without the prior approval of the Board of Directors. A unit owner shall submit a color sample and intended dimensions in the request to the Design

Review Committee. The Design Review Committee will make a recommendation to the Board of Directors who will approve or deny the request.
(o) No other modifications or improvements or attachments to the exterior of a unit shall be permitted without the approval of the Board of Directors after receiving the recommendation of the Design Review Committee.

5.14 Additions, Alterations, or Improvements by the Board of Directors. Whenever, in the judgement of the Board of Directors, the common areas and facilities shall require additions, alterations or improvements costing in excess of $5,000 and the making of such additions, alterations, or improvements shall have the approval of the majority of the unit owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common charge.

Any additions, alterations, or improvements costing in the aggregate, $5,000 or less, may be made by the Board of Directors without the approval of the unit owners or any mortgagees of units and the cost thereof shall constitute a common charge or individual expense as determine by the Board of Directors. In the event that the Board of Directors should so act, immediate notification of the unit owners is required.

5.14.1 Limitation of Changes. The Board of Directors is prohibited from making any significant modifications to the environment of Cedar Ridge without first submitting formal plans to all unit owners and receiving approval by a two thirds majority vote assenting to the change at a duly constituted Annual or Special Meeting of the association. The prohibition will include changes to the roads, ponds, berms, the general lay of the land, and associated eco-systems of Cedar Ridge. General changes such as mowing, planting, and reshaping the ponds and the banks of the ponds are included in this prohibition.

5.14.2 Wildlife Sanctuary. The West and South banks across from Cedar Ridge will be considered wildlife sanctuaries and as such may not be modified except by approval of the members as specified in 5.14.1.

5.15 Structural Additions, Alterations or Improvements by Unit Owners.

> Definitions: A porch is a structure as defined in section 3 of this paragraph 5.15 and a porch shall not be considered as part of a unit's interior; a deck is a wooden flat-floored roofless recreation area adjoining an exterior wall of a unit; a patio is a roofless paved or bricked recreation area at ground level adjacent to an exterior wall of a unit.

A unit owner may make additions, improvements, or alterations to the interior of a unit only if the addition, improvement or alteration does not impair the structural integrity, lessen support of any portion of the unit or modify the exterior of the unit.

A unit owner shall NOT make any additions or alterations or improvements or construct anything on a common or limited common area including planting trees and shrubs without prior written approval of the Board of Directors except that a unit owner may plant flowers or ground covering plants within five (5) feet of the perimeter walls of a unit without prior approval.

A unit owner shall NOT make any structural addition, alteration or improvement to the exterior of a unit, unless the addition, alteration and improvement is permitted by this section 5.15 and is approved by the Board of

Directors in accordance with section 5.15.1.

1.) a unit may have only one porch or deck or patio exclusive of any existing porch or deck or patio confined within the upright plane of the existing perimeter roofline of a unit. No imaginary projections of the roofline will be utilized to determine the confines of the roofline.

and;

2.) a unit owner may add a new unenclosed deck, porch, patio or expand an existing unenclosed deck, porch, patio, subject to the following limitations;

a.) the total unenclosed deck or porch or patio area shall not exceed 20% of the ground floor area of the unit without inclusion of the garage area in the calculation.

b.) the longest dimension must be immediately adjacent to and parallel with the rear wall of the unit exterior and any deck or patio or porch must be entirely to the rear of the unit;

c.) the elevation of the floor of the deck or porch or patio must not exceed the elevation of the first floor of the unit;

d.) railings and/or seating rails for a deck, porch or patio shall not exceed 4 feet in height above the floor and shall be constructed in a fashion to minimize visual impairment unless local Building codes require otherwise in which case the Building codes shall prevail;

e.) in the event a visual shrubbery screen exists in the Common area between both the roofmate and the unit and between the adjacent unit and the unit, no further requirements are imposed;

f.) the unit owner may be required to plant and maintain or modify an existing visual screen between the roofmate and the unit or between the adjacent unit and the unit and at the unit owner's expense. Such a requirement can be requested by the unit owner, a unit owner's roofmate or the adjacent unit owner and the Design Review Committee shall consider the request;

and;

3.) a unit owner may construct and/or enclose a new or existing porch or a section thereof. A partially enclosed porch section with a partially unenclosed porch section shall not constitute existence of two porches so long as the two sections are permanently attached to one and the other and the total porch area is subject to the area limitation in (2b) above. The enclosed portion is subject to these limitations:

a.) the total area of the enclosed portion of the porch shall not exceed 10% of the ground floor area of the unit excluding the area of the garage in any calculation;

b.) the longest dimension of the porch must be immediately adjacent to and parallel with the rear exterior wall of the unit and the porch shall not extend more than 10 feet outward from the unit as measured from the immediately adjacent rear exterior wall of the unit and such a porch shall be entirely to the rear of the unit;

c.) an enclosed porch shall NOT contain, make or include any provision or equipment for heating or air

conditioning of the enclosed porch nor shall any ducting or diversion of a unit's air conditioning or heating supply be permitted;

d.) the porch must be attached to the unit and follow the unit roof line unless that roof line exceeds the elevation of a first floor roofline in which case the enclosure roof line must correspond to a first floor roof line;

e.) the floor of the porch shall not have an elevation in excess of the first floor of the unit.

f) an enclosed porch shall have at least 50% of its exterior walls constructed and maintained as insect screening or glass windows or glass panels.

5.15.1 Procedure for Changes. This procedure for receiving approval for changes must be followed at the unit owner expense. Publication to Association members, by mail, will constitute the first thirty days of the approval period. The second thirty days of the approval period may be used for Design Review and the third and last 60 day period will be used by the Board of Directors for approval. The second and third periods can be shorter, but in no case will approval require less than a 60 day period. The procedure is:

a.) Prepare plans (construction drawings) to indicate and detail proposed changes to a unit and shall include all related landscape changes.

b.) Submit plans and written discussion detailing reasons for Design Review Committee approval. The Design Review Committee shall publish notice of the intended change to Association unit owners within 10 days of receipt and make the plans available for inspection. The Design Review Committee, no less than 30 days nor more than 60 days after publication, shall consider the alteration proposal. Any unit owner may submit comments to the Design Review Committee within the first 30 day period using the form defined in section 5.15.2.

c.) Upon consideration of a proposal by the Design Review Committee, the Design Review Committee will submit its recommendations to the Board of Directors. In the event of non-action by the Design Review Committee and after the stipulated review period, a unit owner may submit its request and documents directly to the Board of Directors and the Board of Directors shall consider the proposal as if the Design Review Committee has recommended approval the plans.

d.) Upon consideration of a proposal by the Board of Directors, the Board of Directors shall notify the unit owner of its decision. In the event of non-approval the Board of Directors shall identify the basis for disapproval. A unit owner is free to make changes to the proposal eliminating the basis for disapproval and restart the procedure from its beginning.

e.) The Board of Directors must notify the unit owner of its decision within 60 days of receipt of a proposal from the Design Review Committee or the unit owner but in no case shall approval be granted before the 60 day period has expired.

f.) If the Board of Directors take no action, then failure of the Board of Directors to act within the stipulated time period shall constitute consent by the Board of Directors to the request.

g.) A unit owner must obtain written consent of the Board of Directors for application for government permits to make an addition, alteration or improvement. The Board of Directors shall communicate this policy to the City of Mequon to assure continued compliance.

h.) The Association shall not be liable to any contractor, subcontractor, or material men or to any person sustaining personal injury or property damage, for any claim arising in connection with such additions, alterations or improvements.

5.15.2 Design Review Committee Comment Form.

The following form shall be used for general commets on the proposed alteration.

Design Review Committee Comment Form

Commenter's Name : _____

Address of Unit under comment _____

Favor the plan	Yes (circle)
Oppose the plan	Yes (circle)
Indifferent to plan	Yes (circle)

Added comments are:

5.10 Water Charges. Potable water shall be supplied to all units and the Board of Directors shall pay, as a common expense, all charges for the common wells located on the Property. Common well water shall not be used to water lawns, shrubs, and other plantings. Water shall be supplied from the irrigation system for watering of plants, shrubs, and other plantings and the Board of Directors shall pay, as a common expense, all charges for the irrigation system located on the Property.

5.17 Electricity, Gas and Heating Oil. Electricity shall be supplied by the public service company serving the area directly through a separate meter and each unit owner shall be required to pay the bills for electricity consumed or used in connection with his unit. Electricity used serving the common areas and facilities (but not limited to the common areas) shall be separately metered and the Board of Directors shall pay all bills for electricity consumed in such areas and facilities as a common expense. If gas shall be also used, it shall be metered and paid for under procedures similar to that used for electricity. Heating fuel shall be purchased and paid for by the unit owner consuming the fuel.

ARTICLE VI

Mortgages

6.1 Mortgage of Units. Each unit may be separately mortgaged.

6.2 Notice to Association. A member who mortgages his unit shall notify the Association of the name and address of his mortgagee. The Association shall maintain this information in a book called "Mortgage of Units".

6.3 Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaided charges or other default by the owner of a mortgaged unit. The Board of Directors shall also be required to notify the unit owner of the mortgagee's request and to provide a copy of the report of unpaid charges identical to that submitted to the mortgagee and in the same prompt time.

6.4 Notice of Default. The Board of Directors, when giving notice to unit owners of default in paying assessed charges or other default, shall send a copy of such notice to each holder of a mortgage concerning such unit whose name and address has been furnished to the Board of Directors.

6.5 Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Article VII

Sales and Leases of Units

7.1 Sales and Leases. No unit owner may sell or lease his unit or any interest therein except by complying with the provisions of this section. A unit owners sale of his unit shall include the sales of (a) the undivided interest in the common and limited common areas and facilities appurtenant thereto; (b) the interest of such owner in any units theretofore acquired by the Board of Directors or its designee on behalf of the owners in the funds of the Association or the proceeds of the sale or lease thereof, if any; (c) the interest of the owners in the funds of the Association; (d) the interest of such unit owners in other assets of the Association hereafter called the "appurtenant interests".

7.2 No Severance of Ownership. No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to his unit without including therein the appurtenant interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include all the interest or interests so omitted, even though the later shall not be expressly mentioned or described therein. No part of the appurtenant interests or any unit may be sold, transferred, or otherwise disposed of, except as a part of sale, transfer, or other disposition of the unit to which such interests are appurtenant, or as part of a sale, transfer, other disposition of such part of the appurtenant interests of all units.

7.3 Occupancy by Non-Owner Units. In order to preserve a high standard of maintenance, care, and responsibility for the property and rights of unit owners and the Association:

(a) No unit may be occupied by a non-owner who pays the unit(s) owner rent or consideration of any nature whatsoever without written approval of the Board of Directors, given after due application for such approval is addressed to the Board of Directors on a form provided by the Board of Directors. A copy of the proposed rental agreement must be attached to the application. The terms of the proposed rental agreement shall be for not less than one (1) year. The unit owner(s) shall agree in such an application that if the application is approved, the owner(s) will, during the proposed occupancy, establish and maintain, through the Board of Directors, an account containing a minimum balance of $2000 known as a Rented Building Maintenance Fund. This fund will be under control of the Board of Directors and may be used by the Board of Directors to effect repair and maintenance to the unit where the Board of Directors require. In the application for approval the applicant unit owner(s) shall set forth the address to which any notices required to be sent to them may be addressed during the proposed occupancy. In addition, the Board of Directors may require the unit owner(s) to provide the Board of Directors with such further information as the Board of Directors uniformly requires to be provided prior to the approval of such occupancy agreement and during the term thereof. Approval of the occupancy agreement shall be subject to the unit owner(s) complying with the above requirements and shall not be effective until there is compliance. The Board of Directors shall have the obligation to respond to a request within thirty (30) days of the receipt of such a request and non-response by the Board of Directors within such time shall constitute the Board's approval.

(b) Notwithstanding item (a), a unit owner may permit occupancy of a unit by a non-owner during the absence of the unit owner provided no rent or consideration of any kind is paid the owner, provided the owner advises the Board of Directors, in writing, prior to such proposed occupancy. Such an advisory to the Board of Directors shall include a statement as to where any notice required to be sent to the unit owner(s) may be addressed during the term of such occupancy.

(c) The term "consideration" as used herein is to be construed broadly. Where a unit owner received the right to occupy a dwelling elsewhere in exchange for allowing a non-owner to occupy his or her unit, consideration is deemed present.

(d) The restrictions contained herein shall not apply where the occupant is a son, daughter, father or mother of one of the owners of the particular unit.

(e) Non-occupants, whomever they may be, shall comply fully with all the rules of the Association and the owner(s) of the occupied unit shall be responsible for the non-owner occupants failure to do so. Noncompliance with Association rules and By Laws is cause for eviction.

7.6 Payment of Assessments. No unit owner(s) shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his unit unless and until the unit owner(s) shall have paid in full to the Board of Directors all unpaid charges theretofore assessed by the Board of Directors against the owner's unit and until

the unit owner shall have satisfied all unpaid liens against the unit excepting permitted mortgages.

ARTICLE VIII

Condemnation

8.1 Condemnation. In the event of a taking in condemnation or by eminent domain of part or all of the common areas or facilities excepting limited common areas or facilities, the award made for such taking shall be payable to the Board of Directors if such award amounts to $10,000 or less, otherwise it shall be payable to the insurance trustee. The Association shall promptly arrange for the repair and restoration of the common areas. The proceeds of the award shall be disbursed to effect such restorations and any cost in excess of the award shall be a common expense. The Board of Directors shall effect such restoration in accordance with paragraph (a), Section 3 of ARTICLE V of these By-Laws. In the event of such taking of part or all of a unit or of the limited common areas or facilities assigned to a unit, the award made for such taking shall be payable to the respective unit owner and the holder of any lien affecting the unit as their interests may appear. If restoration is not undertaken, the proceeds of the award shall be distributed to the unit owners in proportion to their respective undivided percentage interest in the common area.

ARTICLE IX

Records and Audits

9.1 Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and their managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, financial records and books of account of the Association, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of charges against such unit, the date when due, the amount paid thereon, and the balance remaining unpaid. A written report summarizing all receipts and expenditures of the Property shall be rendered by the Board of Directors to all unit owners at least annually. In addition, the Board shall appoint a committee of three members which shall review the accounts and records and issue an annual report of all receipts and expenditures in relation to both common and individual charges and expenses, noting any discrepancies which may be found. Such report shall be distributed at the Annual Meeting of members.

ARTICLE X

Miscellaneous

10.1 Notices. All notices to the Board of Directors shall be sent by mail c/o the managing agent, or if there is no managing agent to the office of the Board of Directors or to such address as the Board of Directors may hereafter designate from time to time. All notices to the membership shall be sent by mail or delivered to the respective unit addresses or to such an address as may have been designated by a unit owner from time to time in writing to the Board of Directors. All notices to mortgagees of units will be sent by mail to their respective addresses, as designated by them from time to time to the Association Secretary. All notices shall be deemed to have given when mailed, except notices of change of address, which shall have been deemed to have been given when received.

10.2 Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the

validity, enforceability or effect of the balance of these By-Laws.

10.3 Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.

10.4 Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context requires.

10.5 Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

10.6 Insurance Trustee. The insurance trustee shall be the Marshall & Isley Bank. In the event that the insurance trustee should resign, the new insurance trustee shall be a bank or trust company in the City of Milwaukee as designated by the Board of Directors and having a capital, surplus, and undivided profits of $10,000,000 or, more. The Board of Directors shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense.

10.7 Fiscal Year. The fiscal year of the corporation shall be designated on the first annual tax return filed by the Association.

ARTICLE XI

Amendments to By-Laws

These By-Laws may be modified or amended by the affirmative vote of no less than 67% of all votes entitled to be cast by members of the Association at a meeting of the members duly held for such purpose, but only with the written approval of those mortgagees holding mortgages constituting first liens upon no less than one-half of the total members of the units.

ARTICLE XII

Conflicts

These By-Laws are set forth to comply with the requirements of Section 703.19 of the Wisconsin Unit Ownership Act. In case any of these By-Laws conflict with the provisions of the Act or the Declaration, the provisions of the Act or of the Declaration, as the case may be, control and in the case of any conflict between the provisions of the Act and the Declaration as relates to these By-Laws or otherwise, the provisions of the Statue shall control.

END OF BY-LAWS

Hatton

DRAFT

MEMORANDUM

Joe Bennett
Winkie Hatton
Trudie Kloppenburg
Lloyd Lewis
Barbara McCallum
Jack Myers
Terry Handel / Hunt Whittet

To: Cedar Ridge Condominium Unit Owners

From: The Board of Directors of the Cedar Ridge Condominium Association

Subject: Maintenance and Repair of the Ponds Located on the Condominium Property

From time to time, unit owners have altered the shoreline of the pond adjacent to their yard, either to restore damage caused by erosion or as part of a landscape plan. These improvements have been made by the unit owners, either with or without the approval of the Design Review Committee, or occasionally the Association has had gravel or similar fill placed along the shoreline of the ponds. As part of a process that will include evaluating the long term maintenance needs of the ponds, the Board of Directors has evaluated the obligations of the Association and the unit owners under the Condominium Declaration and Association By-Laws, considered the options available under these documents and developed a policy regarding maintenance of the pond shoreline.

The ponds are common elements of the Condominium, and as such are subject to management by the Association. The ponds are also subject to an agreement with the City of Mequon that requires the Association to maintain the ponds' storm water management capabilities.

Much of the shoreline of the ponds, however, is directly adjacent to unit owners' yards, and many unit owners treat the pond shoreline as a part of their yards. The landscaping, decks and other improvements made to the yards

and the unit owners' use of their yards and adjacent pond shoreline differ from unit to unit. Because these factors appear to be the primary cause of the need for shoreline maintenance, the Board believes that the cost of pond shoreline maintenance, repair and improvement is most appropriately considered an "Individual Expense" as described in Section 5.6 of the By-Laws. Therefore, the unit owners will be responsible for the cost of pond shoreline maintenance and repair cost attributable to the pond shoreline adjacent to their yards, whether such work is performed by the unit owners or the Association.

The improvement or neglect of the pond shoreline by a unit owner can have a significant effect on the shoreline that is the responsibility of his or her neighboring unit owners. Therefore all improvements, repair, filling or other alternations to the existing pond shoreline must be approved by the Design Review Committee before any work is performed. Any work on the pond shoreline that has not been approved by the Design Review Board will be subject to removal, at the unit owner's cost, if the Association believes the improvement is not consistent with proper pond management, may adversely affect the neighboring unit owners or is not consistent with the aesthetic standards of the pond shoreline. Section 5.6.1(b) of the By-Laws also permits the Board of Directors to direct work giving rise to individual expenses. The Board may direct unit owners to perform pond shoreline maintenance, or directly contract for pond maintenance and change the affected unit owners, if the Board of Directors determines that pond shoreline maintenance is required.

The Association will remain responsible for maintaining the pond shoreline not adjacent to unit owners' yards and for the functioned maintenance of the ponds. The Board of Directors may have an engineer evaluate the condition of the ponds to determine whether reserves should be created for long term maintenance issues.

The Board of Directors believes the allocation of pond shoreline maintenance responsibilities described above is fair to all unit owners. Each unit owner should be responsible for the impact of their yard on the pond shoreline. Likewise, the unit owners should be aware that a consistent policy will be followed, and plan accordingly.

D. Sanders

David Sanders, Attorney
Reinhart, Boerner, Van Deuren, Norris & Rieselbach

CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

BY–LAWS AMENDMENT

ADOPTED OCTOBER 2002

BE IT RESOLVED, that Article V, Section 5.10, of the By-laws of the Cedar Ridge Condominium Association, Inc., Issue 3.0 is hereby amended as follows:

5.16 Water Charges. Potable water shall be supplied to all units by a public service company serving the area by directly measuring each unit's water use through a separate meter and each unit owner shall be required to pay the bills for the water consumed or used in a unit. Water shall be supplied from the irrigation system for water plants, shrubs and other plantings and the Board of Directors shall pay as a common expense, all charges for the irrigation system located on the Property.

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

December 2011

TO: All CEDAR RIDGE HOMEOWNERS

RE: *BY-LAW AMENDMENT*

Enclosed for your review and file is the By-Law amendment that was adopted by the membership at the July 14, 2011 Special Meeting.

Please attach this amendment to your individual copy of the Association Governing Documents.

If you have any questions, please feel free to contact me.

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Cedar Ridge Condominium Association Inc.

Terry R. Handel, CMCA, AMS, PCAM
Senior Property Manager

Enclosure

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

huntmanagement.com
888-305-1071

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

MEMBER OF community ASSOCIATIONS INSTITUTE

CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

AMENDMENT
to
BY-LAWS

Section 7.3 of the By-laws of Cedar Ridge Condominium Association, Inc. has been amended to read as follows:

7.3 Occupancy by Non-Owner. In order to preserve a high standard of maintenance, care, and responsibility for the property and rights of unit owners and the Association:

(a) No unit may be occupied by a non-owner who pays the unit~~(s)~~ owner(s) rent or consideration of any nature whatsoever.

(b) Notwithstanding item (a), a unit owner may permit occupancy of a unit by a non-owner provided no rent or consideration of any kind is paid the owner, and, if the unit owner is to be absent for a period of time in excess of one week, the owner shall advises the Board of Directors, in writing, prior to such proposed occupancy. Such an advisory to the Board of Directors shall include identification of the non-owner occupant and a statement as to where any notice required to be sent to the unit owner(s) may be addressed during the term of such occupancy.

(c) The term "consideration" as used herein is to be construed broadly. Where a unit owner received the right to occupy a dwelling elsewhere in exchange for allowing a non-owner to occupy his or her unit, consideration is deemed present.

(d) The restrictions contained in item (a) herein shall not apply where the occupant is: the spouse, son, daughter, father or mother of one of the owners of the particular unit; the trustee or beneficiary of a trust that is an owner; or a care-giver or health care provider providing services to a unit owner or a member of the unit owner's family.

(e) The restrictions contained in item (a) herein shall not apply to the occupancy of a unit by a seller for a period not to exceed thirty (30) days following closing of the sale of the unit or to the occupancy of a unit by a prospective purchaser of the unit pursuant to a written offer to purchase, provided the Board of Directors is given written notice of the occupancy and a copy of the offer to purchase (from which the purchase price may be redacted), and the purchase and sale closes within thirty (30) days following the date on which physical occupancy by the non-owner commences.

(e) Non-owner occupants, whomever they may be, in all circumstances shall comply fully with all the By-laws and rules of the Association and owner(s) of the occupied unit shall be responsible for the non-owner occupants failure to do so, including, without limitation, financial responsibility for the costs of enforcement or achieving compliance. Noncompliance with Association rules or By Laws is cause for eviction of the non-owner occupants.

The undersigned, Secretary of the Cedar Ridge Condominium Association, Inc,. hereby certifies that the foregoing amendment has been duly adopted by the action of the requisite number of Members of the Association and mortgage holders, in accordance with the By-laws of the Association.

Dated this 1st day of December, 2011.

Secretary

CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

RESOLUTION OF THE BOARD OF DIRECTORS

MAY 16, 2019

Introductory Recitals

1. Condominium associations are experiencing difficulty obtaining association insurance at reasonable rates, in part, due to multiple small claims made by associations.

2. The Cedar Ridge Condominium Association, Inc. ("Association") desires to transfer the deductible portion of the loss to the condominium owner(s) who can personally insure that risk at relatively low cost. It is anticipated that as a result of this strategy, the Association will be able to continue to obtain a lower cost on insurance by reducing the risk to the insurer of recurring small claims. The transfer of the deductible responsibility to the homeowner, moreover, will tend to encourage homeowners to engage in proactive maintenance of their units.

THE BOARD OF DIRECTORS HEREBY RESOLVES AS FOLLOWS:

The Rules and Regulations are amended pursuant to Section 5.2 of the Bylaws by creating the following provision:

INSURANCE DEDUCTIBLE

If maintenance or repair is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the owner(s) from whose unit the insured loss originated (even in the absence of negligence). If an insured loss originates from more than one unit, the owners of the affected units shall share the cost of the deductible on a pro rata basis. If the insured loss originated from the common elements, the Association shall pay the deductible. The Board's decision on the payment of the deductible shall be final, provided that the Board shall first obtain the opinion of any interested party and shall secure expert advice, if it is deemed required.

If the insured loss is caused by a unit owner's negligence, that owner shall be responsible for the full amount of the deductible.

The Association may enforce payment of any amount due from an individual owner toward the deductible or loss in accordance with its power to collect assessments. The assessment shall be a lien on the unit until paid in full. The amount for such assessment against a unit owner shall not be deemed a common expense of the Association.

APPROVED:

THE BOARD OF DIRECTORS FOR THE CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

By: _____

James Bohn, President

Cedar Ridge Rules and Regulations

Rule Change/Amendment

Use of Property Section related to Bylaw section 5.13 (Item 13, p. 6 of Version 9/2007)

- Prior Language:

  13. Political, contractor and construction company yard signs are not permitted. One (1) Real Estate sign is permitted for the duration of an "Open House," and only at the entrance to Cedar Ridge. Real Estate signs may not appear in a window or on the lawn of a unit.

- New Rule/language; Approved by CR Board on August 12, 2019:

  13. Political, contractor and construction company yard signs are not permitted. Real estate signage is only permitted for the duration of an "open house" and is limited to one sign at the entrance of Cedar Ridge and one sign in front of the unit. The signs should be of reasonable size, such as a "tent" type sign that sits atop the ground. Any type of flag or other signage associated with the open house, which is intended to draw attention to the open house, must be placed in close proximity to the temporary real estate sign or attached to the sign in some way. Real estate or "for sale" signs may not appear in any unit window. Any and all real estate signage must be removed immediately after the open house has concluded. The hours of the open house should be limited to between 9:00 am to 5:00 pm; and further limited to no more than two within any seven day period.

James F Bohn 11/21/19

James F. Bohn, President
Cedar Ridge Condo Board

CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

ARTICLES OF AMENDMENT
TO THE ARTICLES OF INCORPORATION OF
CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.,
A WISCONSIN NONSTOCK CORPORATION

ARTICLE I

The name of the Corporation is Cedar Ridge Condominium Association, Inc.

ARTICLE II

The amendment adopted on December 2, 1999 relates to the addition of Article X to the Articles of Incorporation. After amendment, said Article X shall read as follows:

ARTICLE X

The affairs of the Corporation shall be managed by a Board of Directors as set forth in the By-Laws of the Corporation. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing setting forth the action is signed by at least two-thirds of the directors then in office. The interest of any director, officer or member in this Corporation shall not be assignable intervivos, nor shall it pass to any personal representative, heir or devisee.

ARTICLE III

The amendment adopted on December 2, 1999 relates to the addition of Article XI to the Articles of Incorporation. After amendment, said Article XI shall read as follows:

ARTICLE XI

A member action may be taken by written ballot, as well as by written consent, by a majority of the members.

ARTICLE IV

The foregoing amendments to the Articles of Incorporation of the Corporation were consented to in writing by the Members of the Corporation in accordance with Sections 181.0704 and 181.1003

Dated this ____ day of January, 2000.

CEDAR RIDGE CONDOMINIUM
ASSOCIATION, INC.:

BY _____
Katrina H. Hatton, President

This document was drafted by David M. Sanders, Esq.

Please return this document to:

David M. Sanders
Reinhart, Boerner, Van Deuren,
Norris & Rieselbach, s.c.
1000 North Water Street,
Suite 2100
Milwaukee, WI 53202

Filing Fee: $25

CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

Condominium and Homeowners' Association Management Agreement

ASSOCIATION Cedar Ridge Condominium Association

AGENT Hunt Management Incorporated

For Property located at Cedar Ridge Court and Westport Circle, Mequon, Wisconsin

Beginning September 1 19 97 Ending August 31 19 98

This agreement (the "Agreement") is made and entered into this 22nd day of July1, 19 97, by and between the unit owners' association known as Cedar Ridge Condominium Assoc. (the "Association"), which is established in accordance with the laws of the State of Wisconsin, for the property known as Cedar Ridge Condominium located at Cedar Ridge Ct. & Westport Cr., 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.

The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of one(1) year(s), beginning September 1, 19 97, 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.

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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

Sixty (60) days prior to the beginning of each fiscal year, which begins on January 1, 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

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 lawn care, landscaping, snow plowing/removal, exterior building repair, asphalt/concrete maintenance, etc.

2.6 EMPLOYMENT OF PERSONNEL

Agent 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 be operating expenses of the Property.

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.

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

_____

_____

_____

_____

_____

_____

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.

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 144 hours notice, Agent or its designated representative shall attend additional meetings of the Board or of the Association as requested, provided that the Association shall pay Agent $ 50.00 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.

(*) Said attendance shall be limited to two hours, beyond which the $50.00 per hour charge shall accrue.

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

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 Vice-President 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.

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 $ 600.00 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.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

By individual agreement as required.

9.3 FOR OTHER SERVICES

Appearances at depositions, hearings, trials or similar proceedings on behalf of or in connection with Agents service to Association - $50.00 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.

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.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of $ 5,000.00 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 $ 5,000.00 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.

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 effective upon the service of such notice.

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association or Agent 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 Association.

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) 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) 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.

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.

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 Incorproated

6100 W. Executive Drive, Suite K

Mequon, WI 53092

(Or Current Address)

21.2 TO THE ASSOCIATION

President of the Board

(Current Legal Address)

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.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 22nd day of July, 19 97

Witnesses:

Board:

Agent:

Firm Hunt Management Incorporated

By

Submitted by

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

_____
(Name)

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

_____ 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

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CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC
FINANCIAL REVIEW AND
2025 BUDGET

	2021 ACTUAL	2022 ACTUAL	2023 ACTUAL	2024 BUDGET	YTD (7/31/24)	PROJECTED YEAR END	2025 BUDGET
INCOME							
MAINTENANCE FEES	$ 175,480	$ 191,220	$ 212,800	$ 212,800	$ 154,850	$ 212,800	$ 212,800
PREPAID ASSESSMENTS	$ 10,793	$ (3,781)	$ (5,583)	$ -	$ (1,824)	$ -	$ -
INSURANCE ASSESSMENTS	$ 24,322	$ 25,098	$ 27,586	$ 30,345	$ 32,379	$ 32,379	$ 37,000
MISC INCOME	$ 200	$ -	$ 495	$ -	$ 10	$ 10	$ -
SPECIAL ASSESSMENT	$ -		$ 190,904	$ -	$ -	$ -	$ -
OPERATING INCOME	**$ 210,795**	**$ 212,537**	**$ 426,202**	**$ 243,145**	**$ 185,415**	**$ 245,189**	**$ 249,800**
OPERATING EXPENSES							
GENERAL MAINTENANCE	$ 13,409	$ 8,746	$ 7,569	$ 9,000	$ 8,169	$ 14,000	$ 14,000
TREES/SHRUBS/FLOWERS	$ 27,680	$ 9,594	$ 14,158	$ 15,000	$ 6,525	$ 18,200	$ 15,000
POND MAINTENANCE	$ 35,089	$ 31,160	$ 36,233	$ 42,500	$ 27,868	$ 42,500	$ 42,500
LAWN, GARDEN, GROUND	$ 75,986	$ 61,256	$ 85,469	$ 42,411	$ 16,840	$ 42,411	$ 45,075
SNOW				$ 40,000	$ 20,886	$ 20,886	$ 40,000
WATER (IRRIGATION)	$ 1,787	$ 2,576	$ 2,542	$ 2,500	$ 814	$ 2,500	$ 2,600
TRASH	$ 15,684	$ 13,289	$ 16,536	$ 15,202	$ 8,445	$ 14,478	$ 15,196
ELECTRICITY	$ 8,703	$ 7,851	$ 9,434	$ 11,000	$ 3,194	$ 11,000	$ 11,000
ACCOUNTING	$ 190	$ 190	$ 190	$ 200	$ 195	$ 195	$ 195
MANAGEMENT	$ 13,897	$ 14,383	$ 15,246	$ 16,008	$ 9,338	$ 16,008	$ 16,808
OFFICE EXPENSE	$ 865	$ 937	$ 1,077	$ 950	$ 1,233	$ 3,000	$ 1,700
MISC ADMINISTRATIVE	$ 558	$ 472	$ 1,100	$ -	$ 83	$ 83	$ -
INSURANCE	$ 26,165	$ 23,208	$ 29,493	$ 30,345	$ 27,477	$ 32,379	$ 37,000
RESERVE FUNDING	$ 9,700	$ 9,500	$ 20,000	$ 20,000	$ 15,000	$ 20,000	$ 20,000
INCOME TAX	$ -	$ -	$ -	$ -	$ 263	$ -	$ 500
SPECIAL ASSESSMENT TRANSFER	$ -	$ -	$ 190,904	$ -	$ -	$ -	$ -
PROFESSIONAL SERVICES	$ -	$ 5,200	$ -	$ -	$ -	$ -	$ -
OPERATING EXPENSES	**$ 229,713**	**$ 188,362**	**$ 429,951**	**$ 245,116**	**$ 146,330**	**$ 237,640**	**$ 261,574**
NET INCOME	**$ (18,918)**	**$ 24,175**	**$ (3,750)**	**$ (1,971)**	**$ 39,084**	**$ 7,549**	**$ (11,774)**
CAPITAL EXPENSES							
LANDSCAPE IMPROVEMENTS	$ -	$ -	$ -	$ 10,000	$ 11,600	$ 11,600	$ -
POND IMPROVEMENTS	$ (1,491)	$ 11,437	$ 11,437		$ 153,450	$ 164,600	$ -
POND CERTIFICATION	$ -				$ -	$ 4,200	$ -
RESERVE STUDY	$ -	$ 1,375	$ 1,375	$ -	$ -	$ -	$ -
CAPITAL EXPENSES	$ (1,491)	$ 12,812	$ 12,812	$ 10,000	$ 165,050	$ 180,400	$ -

RESERVE FUND BALANCE	
BALANCE AS OF 7/31/24	$ 84,914
RESERVE FUNDING	$ 5,000
POND IMPROVEMENTS	$ (11,150)
PROJECTED 12/31/24 BALANCE	$ 78,764
2025 RESERVE FUNDING	$ 20,000
PROJECTED 12/31/25 BALANCE	$ 98,764

CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

Cedar Ridge Condominium Association, Inc.

Resident Handbook of Rules and Regulations

(Revised January 2025)

INTRODUCTION

Cedar Ridge is a residential condominium community of 56 family units on a private circle road, 1400 West and 102-10300 North in Mequon, Wisconsin, 53092-5753. It is important for Unit Owners in the community to understand condo ownership is quite different from single-family living, particularly when considering the responsibilities and obligations for landscaping, remodeling, and any exterior changes to a unit.

The benefits of community ownership include snow removal and general lawn maintenance, the shared enjoyment of beautiful trees, gardens, ponds and water fountains, and the freedom of individual maintenance of these amenities.

The Rules and Regulations are intended to supplement the Declaration and By-Laws, and, as such, are not the complete authority with respect to all issues. Owner responsibilities are detailed in these Rules & Regulations and include pertinent references to our By-Laws and Declarations. Becoming familiar with these rules and regulations will ultimately enhance an owner's living experience in Cedar Ridge. For the benefit of all residents, these rules and regulations have been formulated to ensure our communal living is peaceful and orderly, the Colonial design is protected, and our environment is aesthetically pleasing. Whenever the common interest of the community - as defined by the By-Laws and these Rules & Regulations — is in conflict with the desires of an individual owner, the common interest shall prevail.

I. Management Information

The Cedar Ridge Board of Directors is composed of seven volunteer owners, elected to staggered two-year terms. Election to office is by all owners at the Annual Meeting, normally held in September. Decisions concerning the property are made during the Board's meetings. The Board requests and appreciates Unit Owner cooperation respecting that Board members are not employees and should not normally be contacted directly on Association-related matters outside of Board meetings. (See Section IV(5)) Board members are not individually responsible for resolving Association matters. The Board meets monthly and welcomes input from all Unit Owners for these meetings.

The Board's responsibilities include the enforcement of the By-Laws and these Rules & Regulations, as well as the supervision of the Association's business, which is administered by a hired professional Condominium Manager and staff with Hunt Management Incorporated (office phone number 262-238-1480). If a Unit Owner has questions or non-emergency concerns, such as snow removal, landscape maintenance, or items related to the ponds or fountains, he/she should initially direct the matter to the Property Manager in writing or via email or other correspondence. Calls after normal business hours are answered 24-hours by an operator who will contact the appropriate Hunt Management personnel in the case of an emergency.

The Condo Manager also coordinates the procurement and administration of the condominium insurance package, which covers building property replacement, general liability, Directors and Officers liability, umbrella coverage, and worker's compensation. The proportionate premium for the Association policy is figured on the square footage of each individual unit and is billed to the Unit Owners annually. It should be noted that individual homeowners responsible for causing a claim involving Cedar Ridge's insurance will be individually responsible for any deductible arising from that claim. It is also recommended that Unit Owners have additional individual policies to cover their interior personal property and liability.

The Association monthly maintenance fees are due quarterly. To ensure the proper cash flow for the Association's obligations, residents are required to pay the amount by the 15th of the month to avoid penalty.

In addition to the Association Officers, there are two standing committees:

Design Review Committee

Plans and specifications for any change of appearance to a unit's exterior or landscaping, must be submitted to the Design Review Committee (DRC) for review and recommendation to the Board of Directors for approval before any action is taken by a resident or new owner.

Landscape/Grounds Committee

This committee oversees the care of the trees, bushes, and grass located within five feet of the road; maintenance of common area gardens; mowing, aerating and fertilization of grass; and snow removal.

There are occasions when other committees are appointed by the Board to act on special projects or other matters. These committees will function on a temporary basis as needed and report its recommendations/information to the Board for consideration.

II. Definitions

1. "Common property" is all land and plantings within the boundaries of Cedar Ridge, including the land underneath the units *(see* Cedar Ridge Declaration).

2. "Limited common property" is described in the Cedar Ridge Declaration as:

   A. The driveway of each unit;

   B. The land area ("yard") surrounding each unit as shown on Form B, page 15 (infra);

   C. All walks, lighting fixtures, trees, shrubs and any other plants, fixtures, or structures located within each unit's yard; and

   D. An attached, enclosed porch, located entirely to the rear of the unit, is a "limited common element appurtenant," and is to be maintained and repaired by and at the Unit Owner's expense.

3. A unit "yard" is land bounded by a line through the center of a dual unit running from the road to the rear of the property boundary and a second parallel line halfway between the adjacent units. Please refer to Form B, page 15.

III. Association's Maintenance Privilege and Responsibility

Cedar Ridge Condominium Association is solely responsible for maintenance of all common property as described below or as granted by written Board of Directors permission.

1. Common property surrounding our roads and parking areas, with a defined perimeter formed by a line five feet from either side of the road and parking areas, is controlled by the Association, and Unit Owners shall make no changes or modifications of any form.

2. The east and north berms are controlled by the Association and Unit Owners will make no changes or modifications, including planting and removing trees, flowers, or shrubs.

3. The west and south berms are protected as wildlife sanctuaries. Planting or removal of material, dead or alive, is forbidden unless authorized in advance by the Board of Directors, in writing, and is consistent with maintaining a natural habitat.

IV. Unit Owner's Privilege and Responsibility

1. At the Owner's sole cost, a Unit Owner may pursue changes to a unit's exterior and/or landscaping. All such changes need the consent and approval of the Roofmate. These planned changes must also be submitted for approval and recommendation of the Design Review Committee (the "DRC"). The DRC will then submit the proposed changes to the Board for approval. The Unit Owner is encouraged to submit proposed plans and/or contracts with the project request to the DRC as outlined in Section V, below.

2. As to a change in exterior paint color, no change in exterior paint color of a unit is permitted without prior written approval of the Roofmate, DRC, and Board of Directors. A Unit Owner shall submit a color sample as part of a request to the DRC. The DRC will make a recommendation to the Board of Directors who will approve or deny the request.

3. As to a change in awnings, no addition or change of awnings on the exterior of a unit is permitted without prior approval of the Roofmate, DRC, and Board of Directors. A Unit Owner must submit a color sample and dimensions to the DRC.

4. As to a change in siding, no change in siding is permitted without the consent and approval of a Roofmate, DRC, and Board of Directors. Further, new siding can be wood or a manufactured wood base, but must match the style, grain, and color of the Roofmate's siding.

5. As to street facing window replacements or repairs, these repairs must maintain the existing size, appearance, color, and grid pattern. A Unit Owner must submit all plans, materials to be used, color samples, and dimensions to their Roofmate, the DRC and Board of Directors.

6. Generally, no other modifications, improvements, or attachments to the exterior of a unit are permitted without prior approval of the Board of Directors. This requirement includes the addition, replacement, and/or remodeling of doors and patios/decks.

7. Unit Owners are solely responsible for maintenance and for costs of maintenance of all trees, flowers, and shrubs located within a Unit Owner's "yard," which is the area around a unit, beyond five feet from the road. A Unit Owner's "yard" is considered as having limited access from uses by other Unit Owners and their visitors. Permission for an exception may be granted for each and every occurrence by the adjacent Unit Owner or by written permission of the Board of Directors.

8. Rule About Roofs:

A. Introduction

Paragraph 2 of the Declaration until amended required Units to include a cedar shake roof. Pursuant to the Third Amendment to the Declaration, effective as of November 25, 2023, new cedar shake roofs may not be installed. The Board has approved generally "Dimensional" or "Architectural" styled asphalt shingles for a complete roof replacement.

B. Approved Shingles

As of November 25, 2023, the Board has specifically approved the following roof replacement shingles manufactured by GAF:

i. Timberline UHDZ or HDZ in the color of Pewter Gray

C. Procedure

If a Unit Owner is requesting to replace the cedar shake roof with a shingle that has not been Board approved, the Design Review Committee and Board will review the request on a case-by-case basis, guided by the overriding principle that the roof remains in harmony with the roof mate's roof and with the building color. In all cases, the Board as a general rule strongly prefers that all adjoining owners upgrade their roofs at the same time, especially where there is no dividing break between the roof mates' roofs. It is very unlikely that the Board will approve a roof upgrade request that is not made in conjunction with the adjoining owner. However, the Board will consider an exception to this general rule when a particular roof is structurally damaged and in need of timely replacement. Finally, in the case of a dispute between roof mates regarding the timing of the conversion to asphalt shingles from cedar shake shingles, the dispute should be resolved by the Board in accordance with Sec. 5.6.4 of the Bylaws.

As a reminder, along with your roof mate's consent, written approval of the Board must be given prior to making any structural or exterior changes (including roof changes) in accordance with Sections 5.5, 5.12.1, 5.15 and 5.15.1 of the Bylaws. Unapproved structural or exterior changes may require removal and/or restoration at the Unit Owner's cost and may also result in a fine. (See Section 5.6.1(b) of the Bylaws and the Enforcement provisions of these Rules and Regulations, pages 6 and 12.)

9. A Unit Owner may pursue, at the Unit Owner's sole cost, any reasonable use of the limited common property as defined above, subject to the proper Board approvals when appropriate. The Association retains the authority to interfere if

the use of the limited common area is deemed unreasonable or the proper procedures were not followed.

10. A Unit Owner may not opt out of or change the services provided a third-party contractor contracted by the Association. Specifically, a Unit Owner in fulfillment of their shared responsibility (with the Association) to maintain their walkways and driveways may not opt out of or change the salt treatment provided the by the Association's third-party contractors.

11. Excessive Contact with Board of Directors or Management Company.

The initial section of this policy is meant to clearly acknowledge that the members of Cedar Ridge have a long history of being quite neighborly and accommodating. With our changing times, written policies of conduct are becoming common place, and the following policy is being incorporated as an industry standard.

Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at the Board of Directors (the "Board") or directed at management, its agents, its employees, or vendors.

Harassing behavior will include any unwelcome contact, and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees or vendors; the Board, or other Association residents. Harassing behavior will also include physical and/or abusive actions, including defamation, threats, insults, profanity, and obscenities, as well as cyber actions (spreading malicious content and accusations on the internet).

Excessive is defined as more than two (2) contacts; either emails, texts, phone calls, mails, or visit to place of service, per week about the same or similar subject or concern.

If a question has been asked and answered and is still being asked, that will be construed as excessive.

If a Unit Owner has more than one concern, they should be addressed in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations. The Unit Owner will be notified by the Board or management company what determination was made about their concern by email, if possible, or mail.

In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and may be subject to possible fines.

Finally, any disruptive or harassing behavior by a Unit Owner or his or her proxy holder at an owners' meeting or any Association meeting may result in fines being assessed to the Unit Owner.

Violations of any of the above-stated Rules will be subject to the fines as stated in Section XII of these Rules.

V. Design Review Committee

The responsibilities of this standing committee include: (1) establishing and upholding guidelines for alterations to a unit's exterior and/or to landscaping; (2) reviewing all residents' plans requesting changes to a unit's exterior and/or to changes in existing landscaping of limited common property; and (3) submitting its recommendation for approval or denial of each plan to the Board of Directors for their consideration.

Judgement factors will include ambiance and harmony with existing Colonial architecture and grounds, size, shape, and appropriateness of materials to be used. Overall impact of the proposed changes to the surroundings, including nearby owner's sightlines will be considered. When drawing up plans, owners' responsibility for the costs of future maintenance should also be included.

VI. Use of Property (see also By-Laws, section 5.13)

1. Each unit will be used as a single-family residence only.

2. The common and limited common areas and facilities must be used only for the purposes for which they are reasonably suited, and which are incidental to the use and occupancy of units.

3. No nuisance will be allowed on the property, nor will any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the property by its residents.

4. No immoral, improper, offensive, or unlawful use may be made on the property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof will be complied with. Such compliance will be accomplished at the sole expense of the Unit Owners or the Board of Directors, whichever will have the obligation to maintain or repair such portion of the property.

5. No tree, flower, or bush may be removed from the common areas or planted in the common areas without the approval of the Board of Directors.

6. Trash, garbage, or other waste must be kept in sanitary containers, which will be kept in garages except for the day of trash pickup. Under no circumstances shall the trash (or bin) be left outside for more than twenty-four (24) hours.

8. No trucks, buses, or vehicles (other than private passenger cars, minivans, or similar privately-owned vehicles) will be parked on the Property for purposes other than in the normal course of construction or services rendered to a unit.

9. No animals, livestock, or poultry of any kind may be raised, bred, or kept on the Property. The only exceptions are that each unit may keep one dog, two cats, or other small household pets (such as canaries or parakeets) provided they are not kept, bred, or maintained for any commercial purposes.

10. Garage doors must be closed except when the garage is in use.

11. Garage and/or chattel sales are not permitted. Note: This includes estate and/or rummage sales.

12. Yard signs, i.e., real estate, political or personal property are not permitted.

VII. Bylaw Clarifications

1. Yard signs are prohibited. Real estate signage is only permitted for the duration of an "Open House" and is limited to one sign at the entrance of Cedar Ridge and one sign in front of the Unit (see rule change dated 11/21/2019). The signs must be of a reasonable size. Any type of flag or other signage associated with the Open House must be placed in close proximity to the temporary real estate sign. Real estate or "For Sale" signs may not appear in any unit window. All real estate signage must be removed immediately after the Open House has concluded. The hours of the Open House should be limited to between 9:00 am and 5:00 pm; and further limited to no more than two Open Houses within any seven-day period

2. Invisible fences are prohibited. Generally, any type of hard fencing between units, unit yards, or around a unit's yard, is prohibited. Some limited use of decorative fencing may be permitted subject to review by the DRC and the approval by the Board of Directors. (reference is made to Board of Director Meeting Minutes dated 12/12/18, item 5).

3. The use of a satellite dish or antenna is permitted subject to the (size and placement) policy restrictions outlined in the "Cedar Ridge Condominium Association Satellite Dish and Antenna Policy," effective June 30, 2019. Any exterior placement and size of a satellite antenna or dish must be submitted to the DRC for consideration. The DRC will make a recommendation to the Board of Directors who will approve or deny the request based upon the Cedar Ridge policy.

4. The displaying of flags is limited to one flag per unit. The permitted flags include one U.S flag or team flag, such as the Packers on game days.

VIII. <u>Landscape/Plantings Guidelines for Unit Owners</u> (See also Section V)

1. GENERAL GUIDELINES

   A. All landscaping/planting, with the exception of flowers and ground cover within five feet of the perimeter walls of a unit, must be submitted to the DRC. The DRC will make a recommendation to the Board of Directors who will approve or deny the request.

   B. Unit owners or their contractors are responsible for contacting Digger's Hotline to ensure *approved* work does not interfere with gas, electric, cable, telephone, or water lines, and procuring all required city permits and/or approvals.

   D. Existing bushes, shrubs, flowers, and trees beyond five feet from the road may be replaced only with the approval of the DRC and Board of Directors.

   E. No plantings made by the Association or developer may be removed by a Unit Owner, or designee, without the approval of the DRC and Board of Directors.

   F. General lawn care (mowing, trimming, fertilizing, and aerating) is the responsibility of the Association. Beyond five feet from the road, reseeding bare spots in grass is the responsibility of the Unit Owner.

   G. The park area beside the lagoon, the entrance boulevard, the birch grove, and additional flower gardens on Association common property is the responsibility of the Landscape and Grounds Committee.

2. SPECIFIC GUIDELINES (See Form A — page 15 and Section V):

   A. Plantings, other than flowers and ground covers, must be approved by the Design Review Committee (DRC) and Board of Directors and may extend to a maximum of:

      i. Five feet in front of unit bay window and three feet along street side of front walk.

      ii. Five feet from side wall of unit (not from side bay window).

      iii. Three feet around, including existing patio/deck and back of unit.

   B. Owners wishing to plant on Association common property must seek permission from the DRC and Board of Directors.

C. Maintenance of Yard Areas

i. All plantings made by Unit Owners are to be maintained in an acceptable condition at Unit Owner's expense. Failure to do so may result in necessary work being performed by the Association and charged to the Unit Owner.

ii. All bushes, shrubs, and trees in the common area between adjacent (not roof-mate) units are to be maintained by both adjacent Unit Owners, altered only with permission of the DRC.

iii. The area of yard within five feet of the street, including trees, is the responsibility of the Cedar Ridge Condo Association.

iv. All bushes, shrubs, and trees around a deck/patio, and down to the water are the responsibility of the Unit Owner.

IX. Cedar Ridge Policy Regarding Association Ponds

Cedar Ridge has three ponds: West Pond, Middle Pond, and East Pond. The ponds are common elements of Cedar Ridge, and as such, are subject to Association management. The West Pond is also subject to an agreement with the City of Mequon that requires the Association to maintain the pond's storm water management capabilities.

1. As described in Section 5.6 of the By-Laws, Unit Owners are responsible for maintenance and repair costs attributable to the shoreline adjacent to their yards. The Board has determined that the cost of pond shoreline maintenance, repair, or improvement are appropriately considered an "individual expense." Section 5.6.1(b) of the By-Laws permits the Board of Directors to order such maintenance, repair, or improvement, which will subsequently be charged to the Unit Owner.

2. All improvements, repairs, filling, or other alterations to the existing pond shoreline must be approved by the Design Review Committee (DRC) before any work is performed. Work not so approved may be subject to removal at the Unit Owner's sole expense.

3. The Association is responsible for pond shoreline not adjacent to a Unit Owner's yard and for the functional maintenance of the ponds.

X. Additional Maintenance Guidelines

1. PAINTING

Periodic exterior repainting of individual units is required at the expense of each individual Unit Owner. Plans to repaint will include the entire building, with both owners in agreement on the color. If there is a change in color on any portion of

the building, approval must be obtained from the DRC and the Board of Directors before proceeding with the project.

2. EXTERIOR LIGHTING

Any replacement, modifications, or installation of lighting (including solar, etc.) will be presented to the DRC and the Board of Directors for approval before any changes are made.

3. DRIVEWAYS AND SIDEWALKS

Reconstruction, replacement, or modifications of driveways and sidewalks, in other than the original form and materials, must be presented to the DRC and Board of Directors for approval before construction begins.

XI. Neighborhood Compatibility

1. CONSTRUCTION DEBRIS

Unit owners are responsible for ensuring that contractors pick up their debris on a daily basis and remove all waste from the property. Construction containers and dumpsters must be removed no later than five days after completion of Board-approved work.

2. MAINTENANCE/MANAGEMENT FEES

Maintenance fees (monthly fee) are paid to the Cedar Ridge Condominium Association, Inc., quarterly during the year. Failure to pay the fees by the 15th of the month due may result in the Unit Owner being obligated to pay interest on the balance due at the highest rate allowable by law on such charges from date due.

3. NOISE CONTROL

Excessive noise should not be heard outside of an individual unit. Owners should not allow any exterior contractors or service personnel to use “boom boxes” or other types of amplified music. The City of Mequon noise ordinance restricts the hours from 7:00 am to 9:00 pm.

4. PARKING

Overnight parking on driveways is only permitted in emergencies or for an occasional overnight guest. The Property provides a number of parking spaces for short-term guests or visitor vehicles. These parking areas are not for the use of unit residents or their motor vehicle, except for brief periods not in excess of five consecutive days, and not in excess of 15 days in any 12-month period. Residents wishing to park vehicles outside, overnight, for longer

periods of time may make application, in writing, to the Board of Directors, who will grant permission for such parking in the eastern-most parking lot adjacent to the pump-house, on such conditions as the Board of Directors may impose, including but not limited to a charge not in excess of $3.00/day. The only exception to this rule is the parking of a personal caretaker's vehicle, which shall be registered with the Board of Directors.

5. PETS

Each unit may keep one dog, two cats, or other small household pets provided they are not kept, bred, or maintained for any commercial purposes. Dogs and cats must be walked on a leash and kept under the owner's control at all times. Pet excrement on any property must be picked up immediately by the owner and disposed of properly, at the owner's residence (not in the ponds). No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on the property.

6. POND CONTROL

No trash or debris of any kind will be thrown into the ponds, including but not limited to, mulch, weeds, stones, leaves, goose and/or pet excrement.

Summertime use of aerators helps keep the ponds clean.

Young children must not be permitted to play near the ponds without adult supervision. Owners and guests are permitted to fish on a "catch-and-release" basis at the lagoon or on an owner's individual shoreline.

7. RECYCLING OF TRASH

Newspapers, magazines, cardboard, plastics #1 and #2, and aluminum or tin cans are to be placed in the appropriate container. Recyclables will be picked up by the trash disposal company.

The Cedar Ridge lawn service company will collect bagged and bundled yard trimmings from the end of the driveway on lawn-cutting day, up to one 33-gallon trash bag, or the equivalent of two-yard waste-size paper bags. The Cedar Ridge lawn service will not pick up or dispose of yard waste and construction debris caused by contractors.

8. RENTAL OF UNITS

In addition to the leasing restrictions specified in Section 7.3 of the By-Laws, the Board of Directors approved (March 2011) the following rules and restrictions regarding the rental/leasing of units:

- No more than three units in the Association may be rented/leased at any one time.

- A condo Unit Owner must occupy the unit for not less than 12 consecutive months (or 10 months within the prior 24-month period prior to the rental/lease commencement).

- Rental/Lease agreements must be for a minimum of one year and may not exceed a maximum of two years.

- Subsequent lease renewals or a new lease for a rented unit will be permitted by the Association only if no other Unit Owners desire to lease a unit. A waiting list will be established, if necessary, for that purpose. In no event shall a unit be rented for more than four years in any consecutive five-year period.

- A non-refundable $250 application fee (check made payable to Cedar Ridge) is due with a lease application.

9. SIGNS AND SALES

See Section VII.1.

10. SPEED LIMIT

The speed limit throughout Cedar Ridge is 15 MPH.

11. TRASH

Trash, garbage, or other waste must be kept in the owner's garage except for the designated day of trash pick-up. Under no circumstances will the trash be left outside for more than 24-hours. If the trash is put out at the end of the driveway the night before, it must be placed in the appropriate large container to avoid raccoon and wind scattering. The use of heavy plastic bags outside of the large container provided by the disposal company should be avoided. Empty containers and bins should be moved inside the garage as soon as possible on the day of pick-up.

12. WILDLIFE

The variety of wildlife at Cedar Ridge is a pleasure to observe (i.e. — deer, herons, hawks, etc.). However, geese can become a serious problem so please do not encourage the wildlife by feeding them.

XII. Disputes &Enforcement

Any disputes between adjoining Unit Owners or otherwise should be resolved pursuant to Section 5.6.4 of the Bylaws. Both parties may submit written summaries of the dispute to the Board of Directors. The Board of Directors may call a hearing on such matter within fifteen (15) days of receipt of the opposing summary. The final determination of the Board shall be guided by the Declaration, Bylaws, and by these Rules. This determination shall be final and binding on the affected Unit Owners.

In the event of a violation of any By-Law or any Rules/Regulations contained in this book, the Board of Directors will attempt to achieve compliance in a manner that promotes harmony, common sense, and good neighborhood relations. However, the By-Laws, Rules, and Regulations are intended to reflect the common interest of the community and purchasers of units who have expectations that the rules will be enforced and promulgated.

Accordingly, in the case of a violation that is flagrant or repeated, or which continues after written notice from the Board of Directors, the Board of Directors is authorized to assess a fine as follows:

1 violation (same offense)	- fine up to $500
2nd violation (same offense)	- $500 to $700
Additional violations (same offense)	- $900 and up to $1200
Safety violation	- warning or fine up to $1000
Continuing violation	- daily fines until cured
Suspension	- common area privileges may also be suspended

These fines shall be imposed only after the Board of Directors has given notice to the Unit Owner (or their representative) related to the violation and an opportunity to be heard at a regular or special meeting of the Board of Directors. If such a fine is imposed, it shall be collected in the same manner as an assessment and the Association shall have the right to claim a lien against the Unit.

XIII. Summary

This booklet is a brief description of the main rules and regulations contained in the By-Laws, the minutes of the Annual Meetings, and the minutes of the Board of Director's meetings. If there is any discrepancy between this booklet and the By-Laws or minutes, the By-Laws and/or minutes will control.

The Board of Directors
September 2024

Finally, any disruptive or harassing behavior by a Unit Owner or his or her proxy holder at an owners' meeting or any Association meeting may result in fines being assessed to the Unit Owner.

Violations of any of the above-stated Rules will be subject to the fines as stated in Section XII of these Rules.

12. Temporary Dumpster Placement and Removal

A. Notification Requirement

1. Unit Owners must notify the Board and/or the DRC at least three (3) business days in advance of scheduling a dumpster drop-off on your property.

B. Placement and Parking Restrictions

1. If a dumpster is placed in a driveway, the Unit Owner and their guests must park in designated overflow parking areas unless garage access remains available.
2. If garage access is blocked, parking in the driveway is prohibited during the dumpster's placement.

C. Installation and Removal Responsibilities

1. The Unit Owner is fully responsible for any damages caused by the installation, placement, or removal of the dumpster.
2. Special care must be taken so that the dumpster is not dropped forcefully on the driveway, as this may cause damage to underground wiring for lamp posts.
3. The Unit Owner is responsible for any and all damages to Association property caused by the drop-off, placement, or removal of the dumpster. This includes, but is not limited to, repairs required to correct any damage to underground wires or landscaping.

D. Dumpster Removal

1. The dumpster must be removed within seven (7) business days following the completion of the project for which it was placed.

Failure to comply with these rules may result in fines and/or additional action as deemed necessary by the Condominium Association Board.

CEDAR RIDGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

STATUTORY RESERVE ACCOUNT STATEMENT

Document Number

STATUTORY RESERVE ACCOUNT STATEMENT

0836422

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 28525

RECORDED ON
02/20/2006 10:14AM

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

Re: Cedar Ridge Condominium Association, Inc. Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for Cedar Ridge Condominium Association, Inc. Condominium", dated the 25th day of August, 1983 and recorded the 7th day of September, 1983 in the Office of the Register of Deeds for Ozaukee County, Wisconsin, in ~~(Reel)~~(Vol.) 495 of Records, at ~~(Images)~~ (Pages) 384 through 396, as Document No. 343682 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 February 16, 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: Cedar Ridge Condominium Association, Inc. will use a non-statutory reserve account and such other means as are available to it by law.

Recording Area

Name and Return Address
Cedar Ridge Condominium Association, Inc.
c/o Hunt Management Incorporated
10520 N. Baehr Road, Suite Q
Mequon, WI 53092

$11

Parcel Identification Number (PIN)

Dated this 16th day of February, 2006.

* David Halling
Title: President, Cedar Ridge Condominium

* James Gormley
Title: Secretary, Cedar Ridge Condominium

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

Terry R. Handel, CMCA, AMS

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

ACKNOWLEDGMENT

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

Personally came before me this 16th day of February, 2006, the above named David Halling & James Gormley

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

*
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: February 7, 2007.)

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