

Included is a complete package of Condominium Documents available for
The Courts Of Ville Du Parc Condominium.

If you have any questions please contact Association President Mary Lou
Varney: marylouvarney@gmail.com or 304.561.8240

Thank you,

Sewart Group

Executive Summary

The Courts of Ville du Parc Condominium Association, Inc

This Executive Summary highlights some of the information that prospective condominium buyers may be most interested in learning, as well as some of the information that they should consider when contemplating purchase of a condominium unit. ***This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws, rules/regulations and other condominium documents or the property itself.*** The version of any/all governing documents cannot be assured as current unless obtained from the President of the Association.

Pursuant to Section 703.33(l) (h) Wisconsin Statutes, provided below is the Executive Summary setting forth the following information:

1. Condominium Identification: The name of the condominium is *The Courts of Ville du Parc Condominium Association, Inc.*
2. Expansion Plans: The Declarant has no plans to expand the condominium.
3. Governance: The Association is governed by its Owners, managed by a Board of Directors elected from the body of unit owners. The business address contact information is:

The Courts of Ville du Parc
12544 N Woodberry Drive
Mequon, Wisconsin 53092

4. Maintenance and Repair of Units: **The Courts** is a "grounds only" Homeowner's Association. Unit Owners are responsible for all maintenance and repair of their respective units, inclusive of building exteriors, foundation, any conduits, ducts, plumbing, wiring and other facilities, a portion of utility service facilities which may be located within the Unit boundaries as well as all doors, windows and roofing and any other appurtenances of the unit.

To preserve architectural integrity and uniform property values, no change in materials design and color, or other elements of the unit exterior is permitted without the prior written approval of the Association. No Unit exterior shall be painted unless the exterior of the adjacent Unit of the same building is painted at the same time. (Reference Article IV, section 10 of the Unit Owner Declaration).

NOTE: Prospective purchasers of units are hereby notified to inquire of seller whether there are outstanding orders from the Architectural Control Committee (ACC) to fix, repair, or otherwise maintain any exterior item of their unit within a prescribed time period. Repair citations remain attached to the property. If they have not been complied with at the point of sale, the responsibility transfers with ownership change.

5. **Rental of Units:** There shall be no rental/leasing of units purchased after January 1, 2000. (*See Bylaw amendment, Article XIV*)
6. **Unit Alterations:** Unit Owners are responsible for all alterations made to their respective units. Any modification to the exterior requires prior approval from the Association.
7. **Parking:** All Units have a two-car garage. Additional surface parking is available for visiting guests. (Please reference Rules & Regulations document, Section 1. For all aspects of both short and extended-term parking as well as type of vehicles permitted).
8. **Pets:** Two (2) pets per unit are allowed; however, only one of which may be a dog. Permissible combinations are one dog and/or cat or two cats. Two dogs per unit are not allowed. Certain dog breeds are prohibited (Reference 2nd Amendment to the Declaration and Section V (A)). All other restrictions and pet rules apply as stated in the Rules and Regulations.
9. **Reserves:** The Association maintains a reserve account separate from the operating account for the periodic repair and replacement of common elements.
10. **Declarant Obligation for Assessments:** N/A. Declarant's obligation for assessments for new units not yet sold ended when the project became 100% sold. The Association is not under developer control.
11. **Amendments** The Declaration may be amended by an instrument signed by not less than 50% of the Unit Owners. The Bylaws may be amended by the Board of Directors or at a regular or special meeting of the members by a vote of a majority of a quorum of voting members present in person or by proxy. (*See Article XI, Section 5 of the Declaration and Article XII, Section 1 of the Bylaws.*)
12. **Common Element Alterations:** All porches, patios and driveways are considered common or limited common elements; however, each Unit Owner is entitled to the exclusive use of that porch, patio or driveway, direct access to which is provided for his or her respective unit. Unit Owners shall not paint or otherwise alter common elements without permission of the Association. (*See Article III, Section 2(a) and Article IV, Section 3 of the Declaration.*)
Porches and patios (limited common elements) are maintained/repared by the Unit Owner. Walkways and driveways (common elements) are maintained/replaced by the Association.
13. **Utilities:** All utilities, including water and sewer fees, are the responsibility of unit owner.
14. **Monthly Fee:** The monthly condo dues provides for both reserve and operating funds including waste and recycling service, lawn care and landscaping, snow and ice removal, exterior insurance, and administrative, accounting, and legal services as needed.

General Overview

The Board of Directors and all Association members welcome you to our community and wish to say how happy we are that you have selected a Courts of Ville du Parc Condominium home.

Our complex, located in Mequon, Wisconsin was incorporated in 1973, combining two previously independent association developments (now known as Courts 1 & 2 and Courts 3, 4 & 5). There are 25 buildings in total, each containing 2 separate units (homes). Some units are ranch style, others town home. The complex was a 'first' in the introductions of a shared-services homeowner's association co-mingled into a single-family subdivision.

An out lot, bounded by Fieldwood, Ville du Parc Drive, Woodberry Drive, and Yvonne Drive (commonly referred to as 'Block 10') was deeded to our association in 1994 by the subdivision developer. Every unit owner has an undivided interest in this land which is deed restricted as open space to be used only for aesthetic, recreational and cultural enjoyment. This area has been improved over the years as budget allows.

All utility services are provided by commercial providers and billed directly to unit owners. Previously, our Association participated in a subdivision – wide community well agreement administered by the Ville du Parc Water Utility (developer). In 1999, *WE Energies Water Services*, a commercial municipal supplier, acquired the utility and delivered consistent and reliable water service in conjunction with a subdivision-wide water main replacement. The utility is now run by the City of Mequon and can be said to consistently deliver the best quality water in Ozaukee County.

We are a unique Association in that our fees apply only to common ground related maintenance and improvements. As a 'grounds only' Association, the upkeep of building exterior and footprint is the responsibility of the unit owner. Other options have been investigated in the past. However, owing to the individual style characteristics of our buildings in the mix of materials and rooflines and building materials used, it was decided it would be most equitable to maintain the 'grounds only' maintenance policy and not change our governing documents, which specifies this arrangement. This allows unit owner's *maximum flexibility* in selecting their own contractors and materials when needed (for painting, roofing, etc.) with the related cost(s) under their individual control rather than dictated by the Association under a higher monthly fee structure. The original developers of our complex intended it to blend unobtrusively, with the existing family homes in the subdivision and to have a single-family "feel".

As such we were the condominium type development in the area for some time.

It is our common objective to maintain a high degree of aesthetic integrity to both our grounds and our buildings to ensure our communal property values. Our *Architectural Control Committee* governs and approves written requests for changes or modifications to our buildings. They also oversee annual spring inspections of all building exteriors to alert homeowners to such items that may require their attention or require repair (see Rules and Regulations section for additional information).

Your dog or cat is welcome to our community. Ownership is restricted to one pet per unit. * Certain dog breeds are disallowed for safety reasons as dictated by our insurance carrier. Please see your governing documents for a list of those breeds. A *Pet Permit* request must be submitted, and approved by the Board, for any pet to be considered in legal residence.

Note: The restriction of one pet per Unit was modified by vote on the December 2011 Annual Meeting to become "Up to two (2) pets per unit are allowed provided no more than one of those be a dog." Permissible would be one dog, one cat or two cats. **Two dogs per unit not allowed. All other restrictions and pet rules apply.*

Since its inception, an owner-elected Board has governed the Association. In December, 1989, the Board contracted with a professional property management company to handle the day-to-day concerns and to assist in the contracting of service providers. As of 2010, the Association opted to return to self-management status and realized a substantial financial savings. At present, the Board meets bi-monthly to address all business issues and provide forum for concerns and requests of unit owners. Additional aspects of our self-management are directed through various committees and owner participation.

It is the goal of our Association, governing body and owners, to prudently build financial reserves and sustain maintenance and improvements that enhance property values and the welfare of all. We are proud to say we have had only one special assessment in the past – to haul away excess snow in the winter of 1979.

We hope you will take the time to review all the current governing documents as obtained from the Board. Additional supporting materials covering the operational aspects of our Association will be provided new owners upon occupancy.

Please direct any questions to the business address notated in Item 3 on the first page of this document.

February 2022

BY-LAWS
OF
VILLE DU PARC CONDOMINIUM HOMES ASSOCIATION,
INC.

(Updated May, 2009)

ARTICLE I
NAME AND LOCATION

The name of the corporation is VILLE DU PARC CONDOMINIUM HOMES ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at the home of the Secretary of the Association, but meetings of members and directors may be held at other places within the state of Wisconsin.

ARTICLE II
DEFINITIONS

Section 1. "**Association**" shall mean and refer to VILLE DU PARC CONDOMINIUM HOMES ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

Section 2. "**Property**" shall mean and refer to that certain real property described in the Declaration of Unit Ownership, and any supplements thereto or amendments thereof.

Section 3. "**Common Area**" shall mean and to all real property maintained by the Association for the common use and enjoyment of the owners.

Section 4. "**Unit**" shall mean and refer to any Unit shown upon the recorded plat of plats of survey of the Property.

Section 5. "**Owner**" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "**Developer**" shall mean and refer to DESIGN & DEVELOPMENT, INC., a corporation, it's successors and assigns, and M.P. FRANK and LEON JOSEPH.

Section 7. "**Declaration**" shall mean and refer to the Declaration of Unit Ownership applicable to the Property to be recorded in the office of the Registrar of Deeds for Ozaukee County, Wisconsin, and supplements thereto or amendments thereof.

Section 8. "**Member**" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III
MEETING OF MEMBERS

Section 1. **ANNUAL MEETING:** The first annual meeting of the members shall be held within one year from the date of incorporation of the Association. Each subsequent regular meeting of members shall be held in the same month of each year thereafter, on a day chosen by the Board of Directors. The purpose of each annual meeting of the members shall be for the election of Officers and Directors, and for the transaction of such other business as may come before the meeting.

Section 2. **SPECIAL MEETINGS:** Special meetings of the members may be called at any time by the Board of Directors or by the President, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. **NOTICE OF MEETINGS:** Written notice of each meeting of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by delivering written notice, either personally or by mail, at least 5 days before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. **QUORUM:** The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) if the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or

these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. **PROXIES:** At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

ARTICLE IV

BOARD OF DIRECTORS - SELECTION / TERM OF OFFICE

Section 1. **NUMBER:** The affairs of this Association shall be managed by a Board of at least three (3) Directors, who shall all be members of the Association.

Section 2. **TERM OF OFFICE:** Except in the event of death, resignation, or removal, each Director shall hold office from the date of the annual meeting at which the Directors were elected until the date of the annual meeting, following 2 years of service.

Section 3. **REMOVAL:** Any Director may be removed from the board, with or without cause, by a majority vote of the members of the Association, or by a majority vote of the other Directors. In the event of death, resignation, or removal of a Director, his successor shall be selected by the remaining members of the board and shall serve for the unexpired term of his predecessor.

Section 4. **COMPENSATION:** The board of Directors may vote to compensate Directors for their service on the board. No compensation may be paid to any Director who fails to attend at least one half (½) of the regular meetings of the Board.

Section 5. **ACTION TAKEN WITHOUT A MEETING:** The 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 at a meeting of the Directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. **REGULAR MEETINGS:** Regular meetings of the board of Directors shall be held periodically, at such place and hour as may be fixed from time to time by resolution of the Board. Notice of each meeting shall be given to each Director at least twenty-four (24) hours before such meeting.

Section 2. **SPECIAL MEETINGS:** Special meetings of the Board of Directors shall be held when called by the President of the Association, or upon written request by a majority of the Directors, after not less than (24) hours notice to each Director.

Section 3. **QUORUM:** A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made

by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **POWERS:** In addition to their other authority, the Board of Directors shall have power to:

(a) 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;

(b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days for infraction of published rules and regulation;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws the Articles of Incorporation, or the Declaration;

(d) Remove a member of the Board of Directors with or without cause

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and

(f) Foreclose the lien against property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

Section 2. **DUTIES:** It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting if the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to:

(1) Fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period;

(2) Send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. The Board may charge a reasonable amount for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability and hazard and other insurance on property owned by the Association;

(f) Cause all office or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

(g) Cause the common Areas to be maintained;

(h) Charges, in The Boards discretion, reasonable fees for the use of any recreational facility, which may be constructed upon the Common Areas;

(i) Suspend the voting rights of an Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. **ENUMERATION OF OFFICES:** The Officers of this Association shall be President, a Vice-President, a Secretary, and a Treasurer, who shall at all times be considered members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. **ELECTION OF OFFICERS:** The election of officers shall take place at the annual meeting of the members.

Section 3. **TERM:** The officers of this Association shall hold office from the date of the annual meeting at which he was elected until the date of the annual meeting following 2 years of service, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. **SPECIAL APPOINTMENTS:** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. **RESIGNATION AND REMOVAL:** The Board may remove any officer from office with or without cause. Any officer may resign at any time, giving written notice to the Board, the President, or the

Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. **VACANCIES:** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. **MULTIPLE OFFICES:** The offices of Vice-President and Secretary, Vice-President and Treasurer, and Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this article.

Section 8. **DUTIES:** The duties of the officers are as follows:

(a) President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors.

(b) Vice-President. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal if any of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of its members; keep appropriate current records showing the members of the

Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration. The Committee shall consist of at least three members. A majority of the members shall also be Directors. The Committee shall not be required to keep minutes of its meeting; however, all decisions of the Committee shall be reported to the Board of Directors at the next regular meeting, and shall be included in the minutes of that meeting.

In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records, and papers of the association shall at all times, during reasonable business hours, be subject to inspection by any member.

The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, late fees of \$25 will be assessed. The assessment may also bear interest from the date of delinquency at the rate of ten (10) percent per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees for any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common areas or abandonment of his Unit.

ARTICLE XI

CORPORATE SEAL

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

ARTICLE XII
AMENDMENTS

Section 1. These By-Laws may be amended by the Board of Directors or at a regular or special meeting of the members by a vote of a majority of a quorum of voting members present in person or by proxy.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIII
MISCELLANEOUS

The fiscal year of the corporation shall be the annual periods beginning January 1st and ending December 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

ARTICLE XIV
USE OF UNITS

Section 1. Rental Units: There shall be no rental/leasing of any condominium units purchased after January 1, 2000

RECORDED

DECLARATION OF UNIT OWNERSHIP
AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS
FOR VILLE DU PARC CONDOMINIUM

JUN 3 3 56 PM '73

THIS DECLARATION, made this 30th day of June, 1973, by DESIGN & DEVELOPMENT, INC., a Wisconsin corporation, and M. P. FRANK and LEON JOSEPH (hereinafter all referred to as the DEVELOPER)

WITNESSETH:

WHEREAS, the DEVELOPER is the owner in fee simple of certain real estate hereinafter described, in the City of Mequon, Ozaukee County, Wisconsin; and

WHEREAS, the DEVELOPER intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Wisconsin Unit Ownership Act, Sections 703.01 to 703.23, Wisconsin Statutes; and

WHEREAS, the DEVELOPER desires to establish certain rights, conditions, restrictions, covenants and easements in, over and upon said real estate for the benefit of itself and all future owners of any part of said real estate, and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial, and proper use and conduct of the property and all units; and

WHEREAS, the DEVELOPER desires and intends that the several unit owners, mortgagees, occupants, and other persons hereafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, conditions, restrictions, covenants and easements hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the property and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the property.

NOW, THEREFORE, the DEVELOPER, as the title holder of the real estate hereinabove referred to and described at greater length hereinafter, and for the purposes above set forth, DECLARES AS FOLLOWS:

ARTICLE I

DEFINITIONS AND
LEGAL DESCRIPTION OF LAND

Section 1. Legal Description of Land: The real estate which is hereby submitted and subjected to the provisions of the Unit Ownership Act, Sections 703.01 to 703.28, Wisconsin Statutes, is legally described as follows:

Block 9, Ville du Parc 4, being a Re-Subdivision of Ville du Parc 2, of a part of Outlot A in Ville du Parc 1 and lands in the Northeast 1/4, Section 13, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

Said real estate is also described and delineated on the Plat of Survey attached hereto as Exhibit A which, by this reference thereto, is made a part hereof.

Said real estate and all improvements thereon and appurtenances thereto shall be known as VILLE DU PARC CONDOMINIUM.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

Section 1. "Association" shall mean and refer to VILLE DU PARC CONDOMINIUM HOMES ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any unit, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Unit" shall mean and refer to a part of the property subject to the Declaration, consisting of a portion of a residential building having a separate front, rear and/or side entrance, enclosed rooms or areas occupying said building and bounded along the outer boundaries of the building as such boundaries are shown on the building and floor plans attached hereto as Exhibit B together with all facilities and improvements therein contained, excluding the land underneath same.

Section 4. "Common Area" shall mean and refer, unless otherwise provided in the Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in Section 1 above, excepting the buildings containing units and excepting and subject to the following, to-wit:

- a) Any structures built or improvements installed by or for public utilities; and
- b) All roads in the development which are to be conveyed to the City of Mequon.

Section 5. "Developer" shall mean and refer to the corporation and individuals named above, and their respective successors, assigns, personal representatives and heirs.

Section 6. "Mortgage" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

Section 7. "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

ARTICLE II

PROPERTY AND UNITS: SUBMISSION TO ACT

Section 1. Submission of Property to the Act: The DEVELOPER hereby submits the real estate described in Article I and all buildings and improvements constructed or to be constructed thereon to the provisions of said Unit Ownership Act (the "act").

Section 2. Code Identification: Each Unit shall be specifically designated by street address as set forth in Exhibit C attached hereto and a part of this Declaration. ~~DEVELOPER, at its election may add a letter to the combination of numbers to indicate the style of the Unit.~~

Every deed, lease, mortgage, or other instrument may legally describe a Unit by its identifying number or street address, and every such description shall be deemed good and sufficient for all purposes, as provided in the act.

Section 3. Description of Residential Buildings: Each residential building on the real estate described in this Declaration contains two (2) Units and are fully described in the exhibits attached hereto and made a part of this Declaration. Complete construction details are contained in the working plans

and drawings available for inspection at the office of the DEVELOPER. The twenty-five buildings aggregating fifty units, are located as indicated in Exhibit A attached hereto and made a part of this Declaration. Each Unit has a basement, and contains a living room, dining room, kitchen, two (2) or three (3) bedrooms and two (2) bathrooms or one and one-half (1-1/2) bathrooms or one (1) bathroom and two (2) half (1/2) bathrooms, and are on one or two levels.

The buildings are constructed principally of wood, siding and brick.

The DEVELOPER reserves the right to change the style or model of any Unit prior to completion of construction, regardless of the initial designation of such style or model on the Exhibits or elsewhere in this Declaration.

The location, the designation of each Unit, the number of Units in each building, and the immediate common area to which each Unit has access are set forth in Exhibit A.

The approximate area and number of rooms of each Unit are as set forth in Exhibit B-1 through B-27.

The Unit numbers, the street address and type of each Unit and the number of bedrooms in each Unit are set forth in Exhibit C.

ARTICLE III

COMMON AREAS AND LIMITED COMMON AREAS

Section 1. Ownership of Common Areas: Each Unit Owner shall be entitled to and own an undivided interest in the common areas as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the common elements for all purposes incident to the use and occupancy of such owner's unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his Unit. Each Unit's percentage of ownership in the Common Area shall be the Number One (1) divided by the total number of Units subject to this Declaration; that is, the percentage of ownership for each Unit shall be 2%.

Each Unit's percentage of ownership in the common areas shall be subject to such easements as DEVELOPER has granted or may hereafter grant to the City of Mequon or public utilities.

Section 2. Limited Common Areas:

(a) Porches, Patios and Driveways: All porches, patios and driveways shall be a part of the common elements and not a part of any individual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that porch, patio and driveway, direct access to which is provided from his respective Unit, and which is or are located outside of and adjoining his respective Unit. Unless and until such time as the Association as hereinafter provided determines to the contrary, each Unit Owner shall be responsible for repair, maintenance and appearance of the porch, patio and driveway, the exclusive use and possession whereof is extended hereby, at his own expense, including (without limitation) responsibility for breakage, damage, malfunction, and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such porch, patio or driveway, in any manner contrary to such rules and regulations as may be established by the said Association. In the event any such driveway shall be appurtenant to more than one Unit, then all rights and obligations of the Owners of each such Unit, with respect to the use, maintenance and repair of such driveway, shall be joint, common and indivisible, and shall not be subject to partition through judicial proceedings or otherwise;

(b) Parking Areas: Any parking area or other portion of the property allocated to parking purposes shall be part of the common areas and not a Limited Common Area or part of any individual Unit.

Section 3. No Partition of Common Areas: There shall be no partition of the common areas through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit ownership shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership as between such co-owners.

ARTICLE IV

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. Owners Right to Ingress and Egress and Support. Each Owner shall have the right to ingress and egress over, upon and across the Common Areas necessary for access to his Unit and such rights shall be appurtenant to and pass with the title to each Unit.

Section 2. Use of Units: Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Unit for residential purposes shall not be considered to be a violation of this covenant.

Section 3. Use of Common Areas: There shall be no obstruction of the Common Areas, nor shall anything be kept or stored on any part of the Common Areas without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed, or removed from the Common Areas except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Area or Limited Common Area.

Section 4. Prohibition of Damage and Certain Activities: Nothing shall be done or kept in any Unit or in the Common Area or any part thereof to increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Areas or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Areas or any part thereof shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Areas or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Unit.

Section 5. Animals: The Association may, by rules and regulations, prohibit or limit the raising or breeding of animals in any Unit or on the Common Areas or any part thereof. No animal shall be permitted in any Common Area or Limited Common Area unless it is on a leash and attended by an adult.

Section 6. Rules and Regulations: No Owners shall violate the rules and regulations for the use of the Units and of the Common Areas as adopted from time to time by the Association.

Section 7. Delegation of Use: Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the Common Areas and facilities to the members of his family, to the tenants of his Unit or contract purchasers of his Unit who reside on the property and only to said individuals.

Section 8. Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective

ownership interest in the Common Areas. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective ownership interest in the Common Areas.

Section 9. Separate Real Estate Taxes: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Areas, as provided in the Wisconsin Unit Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his proportionate share thereof, the allocation in respect to Common Areas to be in accordance with his respective percentage of ownership interest in the Common Areas.

Section 10. Maintenance, Repairs and Replacements of Units: Each Unit Owner shall furnish, at his own expense, and be responsible for, the following:

(a) The maintenance, repairs and replacements of the exterior of each Unit and of those facilities which serve said Unit. There shall be no change in materials, design and color of the exterior without the prior written approval of the Association. No Unit exterior shall be painted unless the exterior of the other Unit in the same building is painted at the same time.

(b) The maintenance, repairs and replacements of all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets.

(c) All of the maintenance, repairs and replacements within his own Unit, all of the doors and windows appurtenant thereto, and any portion of utility service facilities located within the Unit boundaries; provided, however, such maintenance, repairs and replacements as may be required for the bringing of water and/or electricity to the Unit, shall be furnished by the Association as part of the common expenses.

ARTICLE V

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership: Every Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit owned by him. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner or Developer may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

Section 2. Voting: The Association shall have two classes of voting membership:

(a) ~~Class A. Class A members shall be all Owners with the exception~~ of the Developer and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(b) Class B. The Class B member shall be the Developer and shall be entitled to three votes for each completed Unit owned and for each Unit under construction; provided, however, that notwithstanding the foregoing provisions for voting the Developer shall have at least fifty (50) votes until the Units are completed and sold.

Section 3. Amplification: The provisions of this Article are to be amplified by the Articles of Incorporation of the Association and by the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VI

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Areas: The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Areas and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Services: The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Common Areas, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Areas or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, and other common services to each Unit.

Section 3. Personal Property for Common Use: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Areas. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 4. Rules and Regulations: The Association may make reasonable rules and regulations governing the use of the Units and of the Common Areas, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 5. Implied Rights: The Association may exercise any other right or privilege given to it expressly by this Declaration or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. Agreement to Pay Assessment: Developer for each Unit owned by it hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for

the purposes provided in this Declaration, for the annual assessments, for special assessments, for capital improvements, and for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents and for the improvement and maintenance of the Common Areas, and such emergency repairs as the Association may deem necessary.

Section 3. Annual Assessment:

(a) Until January 1, 1974, the annual assessment for each Unit shall not exceed a sum equal to \$150.00 plus the premium for casualty insurance allocable to such Unit.

(b) Subject to the foregoing limitation, the Board of Directors of the Association shall fix the annual assessment.

Section 4. Special Assessment for Capital Improvements: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Areas including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each Class of voting members who are voting in person or by proxy at a meeting duly called for this purpose. The cost of the construction of the initial Common Area improvements is excluded from the special assessments authorized in this section, such cost to be borne by Developer.

Section 5. Notice of Meetings: Written notice of any meeting called for the purpose of taking any action authorized under Section 4 shall be sent to all members and any mortgagee who shall request such notice in writing not less than 10 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast twenty-five percent (25%) of all the votes shall constitute a quorum.

Section 6. Uniform Rate of Assessment: Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: The annual assessments provided for herein shall commence as to all Units on the first day of the month following the conveyance of the first Unit by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in that calendar year. The Board of Directors shall fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 8. Lien for Assessments: All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

(b) A lien for all sums unpaid on a first mortgage, or on any mortgage to Developer, duly recorded in the Ozaukee County, Wisconsin real estate records, prior to the making of such assessment, including all unpaid obligatory advances

to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument.

(c) Construction liens filed prior to the making of such assessment.

All other lienors acquiring liens on any Unit after this Declaration, which liens shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article, the Association may prepare a written notice of lien setting forth the amount of the assessment, the date due, the amount remaining unpaid, the name of the Owner of the Unit and a description of the Unit. Such a notice shall be signed by the Association and may be recorded in the office of the Clerk of the Circuit Court or Register of Deeds of Ozaukee County, Wisconsin. No notice of lien shall be recorded until there is a delinquency in payment of the assessment. Such lien may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Wisconsin. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

A release of notice of lien, shall be executed by the Association in such form as to be recordable in the Ozaukee County, Wisconsin real estate records, upon payment of all sums secured by a lien which has been made the subject of a recorded notice of lien.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 9. Effect of Nonpayment of Assessments. Remedies of the Association: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 10 per cent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which was recorded prior to the making of such assessment. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to such mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successor and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or for the lien thereof.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee Authority: No exterior additions or alterations to any building, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial construction of the buildings, until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings in the subdivision by an Architectural Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval will be deemed to have been given. If no application has been made to the Architectural Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennae shall not be placed on any building without the approval of the Architectural Committee or its designated representatives. During the time which the Association has Class B. members, the Architectural Committee must have the written approval of the Developer.

ARTICLE IX

PARTY WALLS

Section 1. General Rules of Law to Apply: Each wall which is built as a part of the original construction of the buildings and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Right to Contribution Runs With Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 4. Encroachments. Some of the Units in each building may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and the Association.

ARTICLE X

CASUALTY INSURANCE FOR UNITS

Section 1. Obligation of Association: The Association, for the benefit of all Unit Owners, shall insure the Units against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Units, without prejudice to the right of each Unit Owner to

also insure his own Unit for his own benefit. The premiums for such insurance on the Units shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rates on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of \$50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed.

Section 2. Insurance Proceeds: The proceeds of such insurance shall be applied by the Association or by the corporate trustee on behalf of the Association for the repair or reconstruction of the Unit or Units; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Unit or Units. Payment by an insurance company to the Association or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy, shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 3. Destruction and Reconstruction: In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the owners of Units subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than 5% from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to the damage or destruction.

The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE XI

GENERAL PROVISIONS

Section 1. Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Termination: This Declaration may only be terminated by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. Such election to terminate this Declaration shall be executed in writing by all of the aforementioned parties, and such instrument or instruments shall be recorded in Ozaukee County, Wisconsin.

Notwithstanding the foregoing provisions, no termination of this Declaration shall be effective without the approval of the City of Mequon.

Section 4. Perpetuities and Restraints on Alienations: If any of the privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of: 1) the rule against perpetuities or some analogous statutory provisions; 2) the rule restricting restraints on alienation, or 3) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the now living lawful descendants of RICHARD M. NIXON, President of the United States of America.

Section 5. Amendments: Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Developer alone at any time prior to the sale of the twenty-five (25) Units and thereafter signed by not less than fifty percent (50%) of the Unit Owners; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or members.

There shall be no amendment to the use restrictions provided in Section 2 of Article IV, without the approval of the City of Mequon.

No amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by a mortgagee or which would alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be.

Any amendment must be recorded in Ozaukee County, Wisconsin.

Section 6. Registered Agent for Service of Process: The initial registered agent for service of process shall be Robert W. Chamberlain, 10318 Versailles Court, Mequon, Wisconsin 53092. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Register of Deeds for Ozaukee County, Wisconsin.

IN WITNESS WHEREOF, DESIGN & DEVELOPMENT, INC. has caused its corporate seal to be affixed hereunto and has caused its name to be signed to these presents by its President and attested to by its Secretary this 30th day of June, 1973, and M. P. FRANK and LEON JOSEPH have hereunto set their hands and seals as of said date.

DESIGN & DEVELOPMENT, INC.

By:

Robert W. Chamberlain, President

Attest:

Elsie Frye, Secretary

M. P. Frank

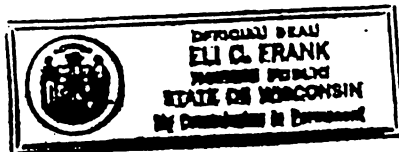
(SEAL)

Leon Joseph

(SEAL)

STATE OF WISCONSIN)
) SS
 COUNTY OF MILWAUKEE)

Personally came before me this 30th day of June, 1973,
Robert W. Chamberlain, President, and Eli C. Frank, Secretary
 of the above named Corporation, DESIGN & DEVELOPMENT, INC., to me known to be such
 persons and officers who executed the foregoing instrument and acknowledged that
 they executed the same as such officers of said Corporation, by its authority.



Eli C. Frank
 Eli C. Frank
 Notary Public, Milwaukee County, Wisconsin
 My Commission is Permanent

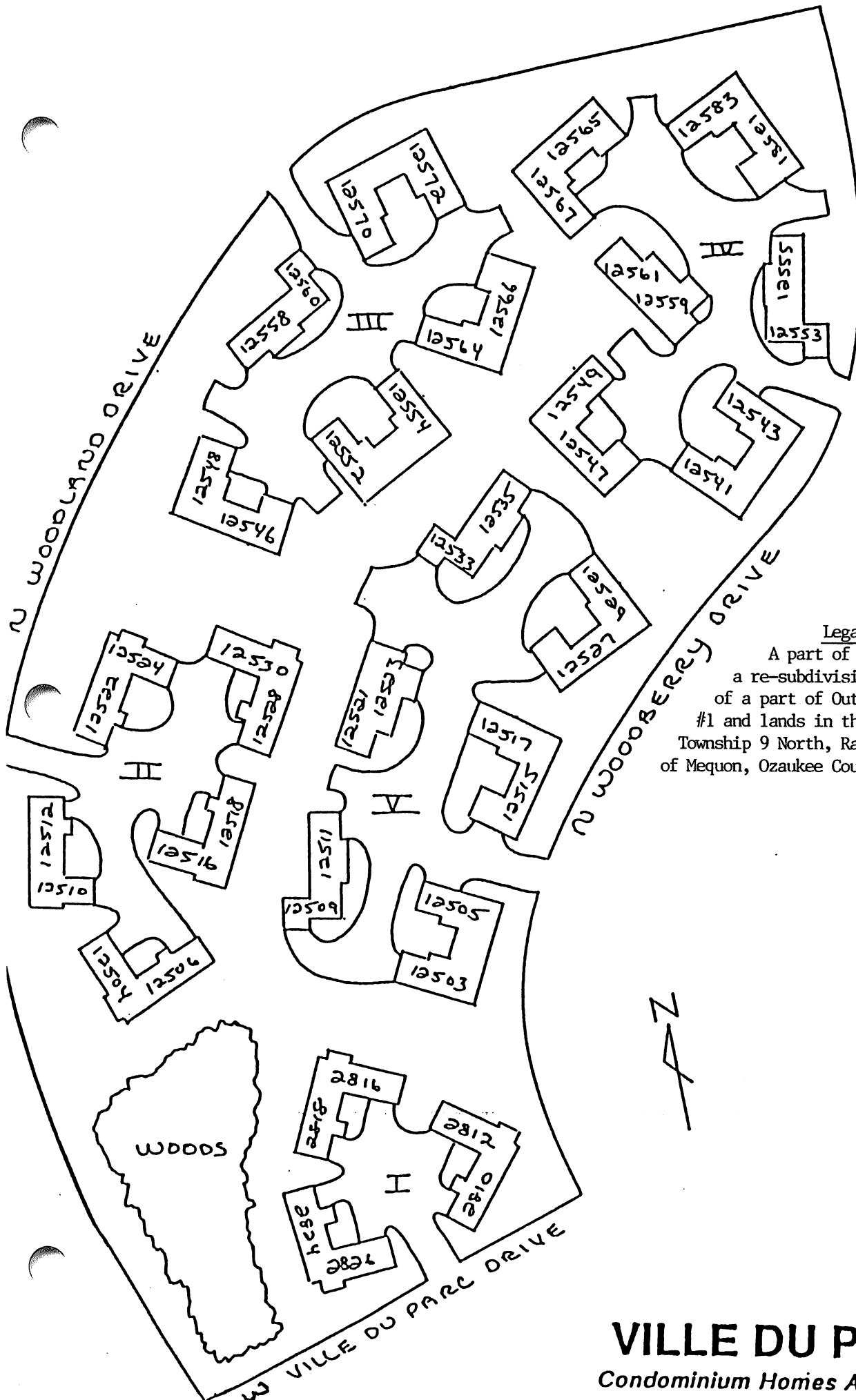
STATE OF WISCONSIN)
) SS
 COUNTY OF MILWAUKEE)

Personally came before me this 30th day of June, 1973,
 the above named M. P. Frank and Leon Joseph, to me known to be the persons who
 executed the foregoing instrument and acknowledged the same.



Eli C. Frank
 Eli C. Frank
 Notary Public, State of Wisconsin
 My Commission is Permanent.

This instrument was drafted by
 M. P. Frank.



<u>Unit #</u>	<u>Address</u>	<u>Type</u>	<u>Bedrooms</u>	<u>Location</u>
1	2810 W. Ville Du Parc Dr.	1 Level Upper	2	Court 1, Bldg. 1
2	2812 W. Ville Du Parc Dr.	1 Level Lower	3	Court 1, Bldg. 1
3	2816 W. Ville Du Parc Dr.	1 Level Lower	3	Court 1, Bldg. 2
4	2818 W. Ville Du Parc Dr.	1 Level Upper	2	Court 1, Bldg. 2
5	2824 W. Ville Du Parc Dr.	1 Level Upper	2	Court 1, Bldg. 3
6	2826 W. Ville Du Parc Dr.	1 Level Lower	3	Court 1, Bldg. 3
7	12504 N. Woodland Drive	1 Level Lower	3	Court 2, Bldg. 1
8	12506 N. Woodland Drive	1 Level Upper	2	Court 2, Bldg. 1
9	12510 N. Woodland Drive	1 Level Lower	2	Court 2, Bldg. 2
10	12512 N. Woodland Drive	1 Level Upper	2	Court 2, Bldg. 2
11	12516 N. Woodland Drive	1 Level Lower	3	Court 2, Bldg. 3
12	12518 N. Woodland Drive	1 Level Upper	2	Court 2, Bldg. 3
13	12522 N. Woodland Drive	1 Level Upper	2	Court 2, Bldg. 4
14	12524 N. Woodland Drive	1 Level Lower	2	Court 2, Bldg. 4
15	12528 N. Woodland Drive	1 Level Upper	2	Court 2, Bldg. 5
16	12530 N. Woodland Drive	1 Level Lower	3	Court 2, Bldg. 5
17	12503 N. Woodberry Drive	1 Level Lower	3	Court 5, Bldg. 1
18	12505 N. Woodberry Drive	1 Level Lower	3	Court 5, Bldg. 1
19	12509 N. Woodberry Drive	2 Level Townhouse	3	Court 5, Bldg. 2
20	12511 N. Woodberry Drive	2 Level Townhouse	3	Court 5, Bldg. 2
21	12515 N. Woodberry Drive	2 Level Townhouse	3	Court 5, Bldg. 6
22	12517 N. Woodberry Drive	1 Level Lower	2	Court 5, Bldg. 6
23	12521 N. Woodberry Drive	1 Level Lower	3	Court 5, Bldg. 3
24	12523 N. Woodberry Drive	1 Level Upper	3	Court 5, Bldg. 3
25	12527 N. Woodberry Drive	2 Level Townhouse	3	Court 5, Bldg. 5
26	12529 N. Woodberry Drive	1 Level Lower	3	Court 5, Bldg. 5
27	12533 N. Woodberry Drive	2 Level Townhouse	3	Court 5, Bldg. 4
28	12535 N. Woodberry Drive	2 Level Townhouse	3	Court 5, Bldg. 4
29	12546 N. Woodland Drive	2 Level Townhouse	3	Court 3, Bldg. 2
30	12548 N. Woodland Drive	1 Level Lower	3	Court 3, Bldg. 2
31	12552 N. Woodland Drive	1 Level Lower	3	Court 3, Bldg. 3
32	12554 N. Woodland Drive	1 Level Lower	3	Court 3, Bldg. 3
33	12558 N. Woodland Drive	2 Level Townhouse	3	Court 3, Bldg. 1
34	12560 N. Woodland Drive	2 Level Townhouse	3	Court 3, Bldg. 1
35	12564 N. Woodland Drive	1 Level Lower	3	Court 3, Bldg. 4
36	12566 N. Woodland Drive	2 Level Townhouse	3	Court 3, Bldg. 4
37	12570 N. Woodland Drive	1 Level Lower	3	Court 3, Bldg. 5
38	12572 N. Woodland Drive	1 Level Lower	3	Court 3, Bldg. 5
39	12541 N. Woodberry Drive	1 Level Lower	3	Court 4, Bldg. 1
40	12543 N. Woodberry Drive	1 Level Lower	3	Court 4, Bldg. 1
41	12547 N. Woodberry Drive	2 Level Townhouse	3	Court 4, Bldg. 2
42	12549 N. Woodberry Drive	1 Level Lower	3	Court 4, Bldg. 2
43	12553 N. Woodberry Drive	2 Level Townhouse	3	Court 4, Bldg. 6
44	12555 N. Woodberry Drive	2 Level Townhouse	3	Court 4, Bldg. 6
45	12559 N. Woodberry Drive	1 Level Upper	3	Court 4, Bldg. 3
46	12561 N. Woodberry Drive	1 Level Lower	3	Court 4, Bldg. 3
47	12565 N. Woodberry Drive	2 Level Townhouse	3	Court 4, Bldg. 4
48	12567 N. Woodberry Drive	1 Level Lower	3	Court 4, Bldg. 4
49	12581 N. Woodberry Drive	2 Level Townhouse	3	Court 4, Bldg. 5
50	12583 N. Woodberry Drive	1 Level Lower	3	Court 4, Bldg. 5

**FIRST AMENDMENT TO DECLARATION OF
UNIT OWNERSHIP AND OF EASEMENTS, RESTRICTIONS,
COVENANTS AND CONDITIONS FOR VILLE DU PARC CONDOMINIUM
N/K/A THE COURTS OF VILLE DU PARC CONDOMINIUM**

WHEREAS, the Ville Du Parc Condominium (the "Condominium") was created and exists under and by virtue of the Condominium Ownership Act of the State of Wisconsin and by virtue of the Declaration of Unit Ownership and of Easements, Restrictions, Covenants and Conditions for Ville Du Parc Condominium (the "Declaration") dated June 30, 1973, which pertains to the real estate described on Exhibit "A" attached hereto and incorporated herein by this reference; and

WHEREAS, the Declaration authorizes the establishment and organization of an association entitled the Ville Du Parc Condominium Homes Association, Inc. (the "Association") for the purposes of managing, controlling and regulating the Condominium; and

WHEREAS, the Association was established and organized as a Wisconsin non-stock, non-profit corporation pursuant to the Articles of Incorporation for said Association dated June 25, 1973; and

14-097 *

WHEREAS, the Association desires to change the name of the Condominium from the "Ville Du Parc Condominium" to "The Courts of Ville Du Parc Condominium" and change the name of the Association from the "Ville Du Parc Condominium Homes Association, Inc." to "The Courts of Ville Du Parc Condominium Association, Inc." and the Association desires to amend the Declaration to reflect the same; and

WHEREAS, the undersigned officers of the Association represent that in accordance with § 703.09(2) of the Wisconsin Statutes, more than two-thirds (2/3) of the owners of units in the Association, and applicable mortgagees, have consented in writing to the amendment and, accordingly, more than fifty percent (50%) of the owners of units in the Association, and applicable mortgagees, have consented to the amendment as required under Article XI, Section 5 of the Declaration.

NOW THEREFORE, pursuant to § 703.09(2) of the Wisconsin Statutes and Article XI, Section 5 of the Declaration, the Declaration is hereby amended as follows:

1. The name of the Condominium is hereby changed to "The Courts of Ville Du Parc Condominium."

2. The term "Association" as defined in Article I, Section 1 of the Declaration is amended as follows:

"Association" shall mean and refer to ~~VILLE DU PARC CONDOMINIUM HOMES ASSOCIATION, INC.~~ THE COURTS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC., a corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

In accordance with Article XI, Section 5 of the Declaration and §703.09(2) of the Wisconsin Statutes, this Amendment is to be recorded at the office of the Register of Deeds for Ozaukee County, Wisconsin and shall become effective upon recording.

IN WITNESS WHEREOF, Ville Du Parc Condominium Homes Association, Inc. k/n/a The Courts of Ville Du Parc Condominium Association, Inc. has executed this Amendment as of this 21st day of August, 1996.

VILLE DU PARC CONDOMINIUM HOMES ASSOCIATION, INC.
k/n/a THE COURTS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Jane Stahowiak, President

Attest: Betty J Thompson
Betty Thompson, Secretary

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 21st day of August, 1996, the above named Jane Stahowiak and Betty Thompson, respectively the President and Secretary of the above named corporation to me known to be the persons who executed the foregoing instrument and do acknowledge the same.



[Signature]
Notary Public, Milwaukee County, WI
My commission: is permanent

This instrument was drafted by and after recording should be returned to:
Craig A. Caliendo
Whyte Hirschboeck Dudek S.C.
Suite 2100
111 E. Wisconsin Avenue
Milwaukee, WI 53202

Ville du Parc Condominium Homes Association, Inc. k/n/a
The Courts of Ville du Parc Condominium Association, Inc.

EXHIBIT A

Block 9, Ville du Parc 4, being a Re-Subdivision of Ville du Parc 2, of a part of
Outlot A in Ville du Parc 1 and lands in the Northeast 1/4, Section 13, Township 9
North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.



In re: Amendment to Declaration of Ville du Parc

Dear Unit Owner:

Pursuant to the consents signed by the Unit Owners of Ville du Parc, the enclosed amendment was filed in the Office of the Register of Deeds for Ozaukee County on June 16, 2003 as Document Number 758667, and is effective forthwith. Please see that the Amendment is included with your Ville du Parc documents.

Very truly yours,

Bartlein & Company, Inc.
Managing Agent

By _____

Matthew Berkowitz

AMENDMENT TO DECLARATION
OF CONDOMINIUM OF THE
VILLE DU PARC CONDOMINIUM
ASSOCIATION, INC.

Return to:
Morton M. Grodsky, Attorney at Law
7670 North Port Washington Road, Ste.200
Milwaukee, Wisconsin 53217

The Ville Du Parc Condominium Association, Inc., which is located at:

Block 9, Ville du Parc 4, being a Re-Subdivision of Ville du Parc 2, of a part of Outlot A in Ville du Parc 1 and lands in the Northeast 1/4, Section 13, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin.

By written consents signed between May 21, 2003 and June 5, 2003 by 80% of the Unit Owners of the Ville du Parc Condominium Association, Inc. pursuant to Article XI, Section 5 of the Declaration of Condominium, Article IV, Section 5 of the Condominium Declaration shall read as follows:

"Animals: The Association may, by rules and regulations, prohibit or limit the raising or breeding of animals in any Unit or on the Common Areas or any part thereof. No animal shall be permitted in any Common Area as adopted or Limited Common Area unless it is on a leash and attended by an adult. No unit owner shall allow any animals upon the premises except for one domesticated dog or one domesticated cat. The following breed of dogs and any dogs of a mixed breeds which primarily consist of any of the following breeds are not allowed:

1. Akita
2. Alaskan Malamutes
3. American Pit Bull Terrier

4. American Staffordshire
5. Staffordshire Terrier
6. Chow Chow
7. Doberman Pinscher
8. German Shepherd
9. Great Dane
10. Huskies
11. Presa Canario
12. Rottweiler
13. St. Bernard
14. Wolf Hybrid (wolf mixed with any breed)

Any dog with the following attributes are also not allowed:

1. A guard dog, an attack dog or any dog left in a place of business while closed for business
2. Any dog that is permanently chained outside
3. Any animal that has bitten, attacked, or has vicious tendencies such that it must be removed or restrained when people are present"

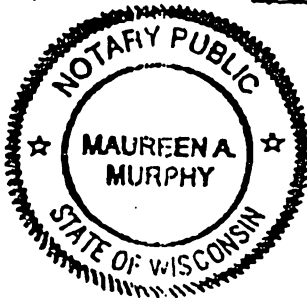
By written consents signed between May 21, 2003 and June 5, 2003 by 82% of the Unit Owners of the Ville du Parc Condominium Association, Inc. pursuant to Article XI, Section 5 of the Declaration of Condominium, Article X, Section 1 of the Condominium Declaration shall be deleted and replaced with the following language:

"Obligation of Association: The Association, for the benefit of all Unit Owners, shall insure the Units as originally built and any add-ons or improvements or betterments that are included and defined as Units against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Units, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Units shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be given to the higher premium rated on some Units than on others. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owners or Unit Owner. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depository on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be the expense of the Unit Owner or Owners whose Unit or Units have been

damaged."

The undersigned do hereby certify that, in fact, the Declaration was amended as stated above by more than the required 50% of all Unit Owners of the Ville du Parc Condominium Association, Inc.

Dated at Mequon, Wisconsin this 16 day of JUNE, 2003.



Ville du Parc Condominium
Association, Inc.

By: Marilyn Strandt
Marilyn Strandt, President

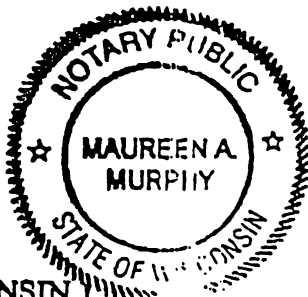
Countersigned

By: Dorothy Rooney
Dorothy Rooney, Secretary

ACKNOWLEDGE

STATE OF WISCONSIN)

MILWAUKEE COUNTY)



Personally came before me this 16 day of JUNE, 2003, the above named Marilyn Strandt and Dorothy Rooney to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Maureen A. Murphy

Notary Public, State of Wisconsin
My commission 12/3/06

This instrument was drafted by
Morton M. Grodsky, Attorney at Law

State of Wisconsin - Department of State

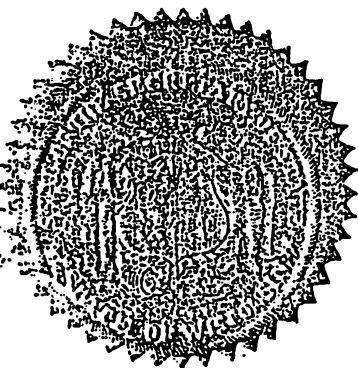
To All to Whom These Presents Shall Come, Greeting:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that

(X) Articles of Incorporation () Amendment to Articles of Incorporation () Statement of Intent to Dissolve
() Articles of Dissolution () Articles of Merger () Name reservation
() Articles of Consolidation () Restated Articles () Change of Registered Office and/or Agent OF
VILLE DU PARC CONDOMINIUM HOMES ASSOCIATION, INC.

of which the attached is a duplicate, was on the date hereof, accepted and filed in my office.

In Testimony Whereof, I have hereunto set my hand and
affixed my official seal at the Capitol, in the City of Madison,
on JUL 6 1973



Robert C. Zimmerman
ROBERT C. ZIMMERMAN
Secretary of State

THIS MUST BE RECORDED WITH THE REGISTER OF DEEDS

ARTICLES OF INCORPORATIONOFVILLE DU PARC CONDOMINIUM HOMES ASSOCIATION, INC.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

Article 1. The name of the corporation is VILLE DU PARC CONDOMINIUM HOMES ASSOCIATION, INC.

Article 2. The period of existence shall be perpetual.

Article 3. The purposes shall be as follows:

- (a) To provide for maintenance, preservation and architectural control of the Common Areas within that certain tract of property described as Block 9, Ville du Parc 4, of a part of Outlot A in Ville du Parc 1 and lands in the Northeast 1/4, Section 13, Township 9 North, Range 21 East, in the City of Mequon, Ozaukee County, Wisconsin, and to promote the health, safety and welfare of the residents within said property;
- (b) To fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of said Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the corporation;
- (c) To acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- (d) To exercise all of the powers and privileges and to perform all of the duties and obligations of this corporation as set forth in said Declaration of Unit Ownership which is to be recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin;
- (e) To borrow money, and with the assent of two-thirds (2/3) of voting members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;
- (f) To dedicate, sell or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of voting members, agreeing to such dedication, sale or transfer;
- (g) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of two-thirds (2/3) of voting members;
- (h) To have and to exercise any and all powers, rights and privileges which a corporation organized under the Wisconsin Non-Profit Corporation Law by law may now or hereafter have or exercise.

Article 4. Location of the principal office: 6300 North Port Washington Road
Milwaukee, Wisconsin 53217

Article 5. Name of the initial registered agent: Robert W. Chamberlain

Article 6. Address of the initial registered agent: 6300 N. Port Washington Road
Milwaukee, Wisconsin 53217

Article 7. The number of Directors may be fixed by by-law but shall not be less than three.

Article 8. The number of Directors constituting the initial board shall be three, who need not be members of the Association. The number of Directors may be changed by amendment of the By-Laws.

Article 9. Names and addresses of the initial Directors:

Robert W. Chamberlain
6300 North Port Washington Road
Milwaukee, Wisconsin 53217

Jay Barrett, Jr.
6300 North Port Washington Road
Milwaukee, Wisconsin 53217

M. P. Frank
3468 Colette Court
Mequon, Wisconsin 53092

Article 10. Membership: The Developer, and every person or entity who is a record Owner of a fee or undivided fee interest in any Unit which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation; however, a member's voting rights may be assigned to a mortgagee as further security for a loan secured by a lien on a Unit. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment by the Association.

Article 11. Voting Rights: The Association shall have two classes of voting membership:

(a) Class A. Class A members shall be all Owners with the exception of the Developer, and shall be entitled to one vote for each Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(b) Class B. The Class B member shall be the Developer and shall be entitled to three votes for each completed Unit owned and for each Unit under construction; provided, however, that notwithstanding the foregoing provision for voting, the Developer shall have at least fifty (50) votes until all of the Units are completed and sold.

Dissolution: The Association may be dissolved with the assent of two-thirds (2/3) of the votes as provided in "Voting Rights" above. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

Article 12. These articles may be amended in the manner authorized by law at the time of amendment.

Article 13. The name and address of incorporators are:

Robert W. Chamberlain 6300 North Port Washington Road
Milwaukee, Wisconsin 53217

Jay Barrett, Jr. 6300 North Port Washington Road
Milwaukee, Wisconsin 53217

M. P. Frank 3468 Colette Court
Mequon, Wisconsin 53092

Executed in duplicate this 25th day of June, 1973.

STATE OF WISCONSIN
DEPARTMENT OF STATE

FILED

JUL 6 1973

ROBERT C. ZIMMERMAN
SECRETARY OF STATE

Robert W. Chamberlain

Jay Barrett, Jr.

M. P. Frank

STATE OF WISCONSIN)

) SS

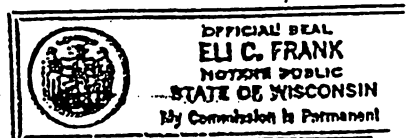
COUNTY OF MILWAUKEE)

Personally came before me this 25th day of June, 1973, the above
named Robert W. Chamberlain, Jay Barrett, Jr. and M. P. Frank, to me known to be the
persons who executed the foregoing instrument and acknowledged the same.

Eli C. Frank

Eli C. Frank
Notary Public, State of Wisconsin
My Commission is Permanent.

This document was drafted by M. P. Frank.



RECORDED

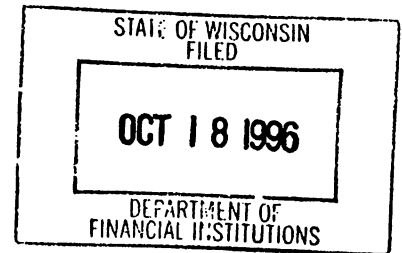
JUL 10 8 15 AM '73

REGISTER OF DEEDS
OZAUKEE COUNTY, WISC.

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

90 OCT 15 P2:40

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF**



VILLE DU PARC CONDOMINIUM HOMES ASSOCIATION, INC.

These Articles of Amendment to the Articles of Incorporation of Ville du Parc Condominium Homes Association, Inc., a corporation organized under Chapter 181 of the Wisconsin Statutes, ("the Corporation") are executed by the President and Secretary of the Corporation for the purpose of amending the Corporation's Articles of Incorporation.

1. The name of the Corporation is Ville du Parc Condominium Homes Association, Inc.
2. The Corporation's principal office is located in Ozaukee County, Wisconsin.
3. The following amendment to the Corporation's Articles of Incorporation was adopted by the Members of the Corporation on November 16, 1994:

Article 1 of the Articles of Incorporation is hereby amended in its entirety to read as follows:

The name of the corporation is The Courts of Ville
du Parc Condominium Association, Inc.

4. The total number of Members having voting rights with respect to the amendment was fifty (50). The number of Members present in person or represented by proxy at the meeting at which the amendment was adopted was twenty-eight (28). The total number of affirmative votes requisite for adoption of the amendment was nineteen (19). The number of members voting for the amendment was twenty-eight (28) and the number of members voting against the amendment was zero (0).

Dated as of the 21 day of August, 1996.

VILLE DU PARC CONDOMINIUM HOMES
ASSOCIATION, INC. n/k/a The Courts of
Ville du Parc Condominium Homes Association, Inc.

NO
[SEAL]

By Jane Stahowiak
Jane Stahowiak, President

Attest: Betty Thompson
Betty Thompson, Secretary

This document was drafted by Teresa A. Noeske.

Please return to: Craig A. Caliendo
Whyte Hirschboeck Dudek S.C.
111 East Wisconsin Avenue, Suite 2100
Milwaukee, Wisconsin 53202
414- 273-2100

VILLE DU PARC 4 SUBDIVISION AGREEMENT

This Agreement, made this 2nd day of December, 1968, between the City of Mequon, Ozaukee County, Wisconsin, a municipal corporation, (the "City"), and M. P. Frank, Jack L. LaBonte, and Charles L. Goldberg, who own fractional undivided interests totaling 100% (the "Owners") in certain lands described in a final plat approved by the Common Council of the City on November 18, 1968, for a subdivision to be known as Ville du Parc 4 (the "Subdivision");

WHEREAS, Owners also own identical fractional undivided interests in other lands within the City totaling approximately 587 acres which the City has zoned as "OGP Group Project District" pursuant to Section 4.41 of its Zoning Code, except that Owners do not own the residential building sites heretofore platted as part of Ville du Parc 1 and have sold many of the residential building sites heretofore platted as Ville du Parc 3; and

WHEREAS, the lands so held by Owners include those used for the grounds of River Oaks Country Club (formerly known as Ville du Parc Country Club); and

WHEREAS, the Owners believe that the attractiveness and financial success of the Subdivision depend upon a careful coordination of the quality and price of the services to be rendered to the residents thereof; and

WHEREAS, Section 236.13 (2) of the Wisconsin Statutes provides that as a condition of approval, the governing body of a municipality may require that the subdivider make and install, or have made and have installed, any public improvements reasonably necessary; and

WHEREAS, the Public Works schedule and budget of the City does not now include the said improvements for the said Subdivision, and normally there would be a considerable delay in the installation of said improvements unless the instant agreement were entered into, and

WHEREAS, the City believes that the orderly, planned development of the said land will best promote the health, safety and general welfare of the community, and hence is willing to proceed with the installation of certain improvements, hereinafter described in Exhibit C, in the said Subdivision, and

WHEREAS, under date of August 13, 1963, Ville du Parc Company and the City entered into an agreement entitled "Ville du Parc Subdivision Agreement" (the "Prior Subdivision Agreement") which provides, among other things, for the respective rights and obligations of the parties in connection with the water utility (incorporated as "Ville du Parc Water Utility, Inc."); and

WHEREAS, Owners have acquired the interest of Ville du Parc Company in such water utility.

NOW, THEREFORE, the City and Owners agree as follows:

1. Owners shall, before or simultaneously with the recording of the plat of Subdivision:

- (a) execute and record an open space easement in the form attached hereto as Exhibit A;
- (b) execute and record deed restrictions for the Subdivision in the form attached hereto as Exhibit B; and
- (c) cause Ville du Parc 3 Homes Association, Inc. to amend its Articles of Incorporation so as to (i) extend its jurisdiction to all lands platted as Ville du Parc 4; (ii) confer one membership upon each lessee of a family dwelling unit in an apartment building in the subject lands; and (iii) authorize the association to lease, improve and acquire title to recreational areas, and to assess lands subject to its jurisdiction for such purposes, all consistent with the Conditional Use Grant to Lot 1, Block 9, Ville du Parc 4.

The City acknowledges that upon compliance with all of the foregoing conditions, Owners shall have fully complied with the requirements of the City's Code of Ordinances relative to the restricting of certain open space in a residential group project.

2. Plans and specifications for the improvements indicated in Exhibit C shall be prepared at the expense of the Owners and shall be submitted to the City Engineer for his approval. Thereafter, the City shall advertise, take bids, and award contracts for and install all of the said improvements in accordance with its standard engineering and public works practices, and the applicable statutes of the State of Wisconsin.

3. The City agrees that the cost of the improvements indicated in Exhibit C shall be financed by a levy of special assessments against the lands in the Ville du Parc 4 Subdivision and agrees to issue special assessment B Bonds based upon such assessments. The Owners agree to pay to the City as reimbursement for its administrative costs in handling special assessment B Bonds issued to finance public improvements to serve the Subdivision, the sum of \$3.50 for each bond, payable when the bond is issued, and to reimburse the City for its out of pocket expenses incurred for the publication of legal notices, the fees and disbursements of its legal counsel, and any other out of pocket expenses reasonably incurred by it (but not including any allocation for time of its salaried personnel) in connection with proceedings for issuing such bonds, making the underlying assessments or authorizing the contract for construction of the improvements of the Subdivision.

4. The Owners shall be billed by the City for all costs incurred by the City in the inspection of the construction of the aforesaid improvements, installation of street signs and any other facilities or improvements installed in the Ville du Parc 4 Subdivision which are not included in the improvements listed in Exhibit C.

5. The City shall increase, as and if necessary, the franchise heretofore granted to Ville du Parc Water Utility, Inc. so that said Utility may service Ville du Parc 4. The City shall own those water mains and appurtenances located within the Subdivision which are financed by special assessment levied against lots in the Subdivision. However, for so long as Ville du Parc Water Utility, Inc. serves the Subdivision with water pursuant to such franchise

(a) the City shall lease such water mains and appurtenances to said Utility for a consideration consisting of a rental of \$1 per year and the obligations hereinafter mentioned;

(b) said Utility shall assume all responsibility for maintenance and repair of such water mains and appurtenances; and

(c) said Utility shall indemnify the City and hold it harmless against all claims and liabilities arising out of operation of such water mains and appurtenances by the Utility.

6. Owners agree at their expense to expand in conformity with plans and specifications theretofore approved in writing by the City, the facilities of the aforementioned water utility when and to the extent necessary so that such facilities will be adequate to serve all developed lots in all of Ville du Parc, Ville du Parc 3 and Ville du Parc 4 Subdivisions.

7. Owners will cause River Oaks Country Club (or any other country club conducting operations on the premises now occupied by it) to make a membership available to each resident of the Subdivision who makes application for such membership; provided, however,

(a) if the class of membership for which the resident applies is then filled to capacity, in filling vacancies in memberships Owners shall cause the club to give priority to a class consisting of residents of the Subdivision, of Ville du Parc 1, Ville du Parc 3 and of other lands hereafter platted by Owners in the aforementioned "OGP Group Project District", over those applicants who reside elsewhere; and

(b) the Bylaws, rules, regulations and charges of such club shall apply to residents of the Subdivision who apply for or obtain memberships on the same basis that such provisions apply to all other applicants and members of the club, but such Bylaws, rules and regulations shall not deny membership to any such resident applicant for any reason except that the membership is then full.

8. The following special provisions shall apply:

(a) the laterals mentioned in Exhibit C are to be installed before street surfacing mentioned in Exhibit C is commenced.

(b) Wisconsin Natural Gas Company is to install all necessary mains before the street surfacing mentioned in Exhibit C is commenced. Also any other underground work by any other utilities is also to be completed similarly.

(c) easements are to be provided by the Owners for the use of the Wisconsin Electric Power Company and the Wisconsin Telephone Company at the rear lot lines for the provision of services.

(d) the improvements enumerated in Exhibit C shall be installed in strict accordance with the requirements and specifications of the City of Mequon, and the City Engineer or his authorized representative, or as directed by said City Engineer; and shall be under and subject to constant inspection by the City Engineer or his representatives.

(e) Owners agree that they shall be fully responsible for all improvement facilities and appurtenances thereto during the period of the improvement construction and home construction and that such damages as may occur to these facilities during this period shall be replaced or repaired by the subdivider provided, however, that in no event shall Owners be responsible for maintenance of or repair of damage to (i) underground improvements after one year has elapsed from the final approval and acceptance thereof by the City from the contractor, or (ii) roads and other above-ground improvements after July 31, 1972 or one year after completion and acceptance by the City of road paving, whichever is later. The foregoing limitations shall not affect any responsibility imposed by the construction contract upon the contractor who installs such improvements.

(f) Owners shall not be relieved or discharged of their obligation assumed under this contract until final inspection and approval of all improvements above enumerated has been given by the City Engineer in writing.

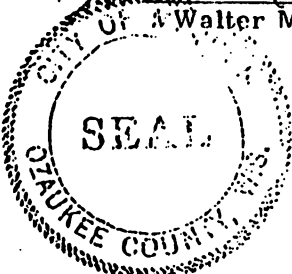
9. This Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives and assigns of Owners.

IN WITNESS WHEREOF, the duly authorized officials of the City of Mequon and the several Owners have hereunto set their hands.

FOR THE COMMON COUNCIL

James F. Egan
James F. Egan, Mayor

Walter M. Andersen
Walter M. Andersen, City Clerk



OWNERS

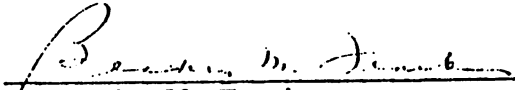
M. P. Frank
M. P. Frank

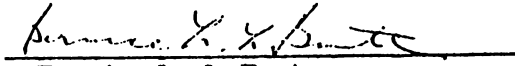
Jack L. LaBonte

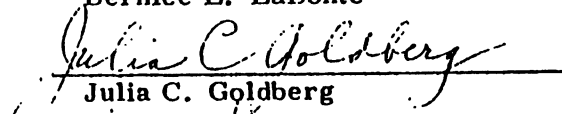
By Neal E. Madisen
Neal E. Madisen, his
Attorney-in-Fact

Charles L. Goldberg
Charles L. Goldberg

The undersigned respective wives of Owners hereby join in this Subdivision Agreement to evidence their agreement and consent thereto, insofar as said Agreement affects any dower interest which they may have in the property to which such Agreement relates.


Beatrice M. Frank


Bernice L. LaBonte


Julia C. Goldberg

Improvements to be Installed to Serve

Ville du Parc 4

Item 1 - Storm Sewers

- (a) Approximately 234 lineal ft. 30" RCP CL. V
- (b) Approximately 284 lineal ft. 24" RCP CL. V
- (c) Approximately 35 lineal ft. 21" RCP CL. IV
- (d) Approximately 114 lineal ft. 21" RCP CL. II
- (e) Approximately 770 lineal ft. 15" RCP CL. II
- (f) Approximately 28 lineal ft. 12" RCP CL. V
- (g) Approximately 82 lineal ft. 12" Lead CSP SS
- (h) Approximately 1,243 lineal ft. 12" CSP SS
- (i) Nine manholes
- (j) Seventeen inlets with grate

Item 2 - Sanitary Sewers

- (a) Approximately 230 lineal ft. of 10"
- (b) Approximately 2,261 lineal ft. of 8"
- (c) Approximately 11 manholes
- (d) Lift station improvements
- (e) Approximately 29 6" sanitary sewer laterals

Item 3 - Water Mains

- (a) Approximately 2,165 lineal ft. 8" C. I. water main
- (b) Approximately 572 lineal ft. 6" C. I. water main
- (c) Four 8" gate valves
- (d) Two 6" gate valves
- (e) Seven hydrants complete
- (f) Approximately 29 1" copper water laterals

Item 4 - Streets

- (a) Rough and fine grading of all streets located within, or immediately adjacent to, Ville du Parc 4, per plans and specifications
- (b) Approximately 7,336 lineal ft. curb and gutter
- (c) Approximately 9,943 square yards road base, per plans and specifications
- (d) Approximately 9,943 square yards of bituminous paving, per plans and specifications

DECLARATION OF RESTRICTIONS

For Ville du Parc 4

THIS DECLARATION, made this 2nd day of ^{December}~~November~~, 1968, by M. P. Frank, Jack L. LaBonte and Charles L. Goldberg, hereinafter called "the Developers",

WITNESSETH:

WHEREAS, the Developers own undivided fractional interests totaling 100% of the subdivision platted as "Ville du Parc 4" (hereinafter called the "Subdivision"), and also own interests in the adjacent lands, and desire to subject the Subdivision to the conditions, restrictions, covenants, reservations and easements hereinafter set forth for the benefit of the Subdivision as a whole and for the benefit of each owner of any part of the Subdivision;

NOW, THEREFORE, the Developers hereby declare that the real property hereinafter described shall be used, held, transferred, sold and conveyed subject to the conditions, restrictions, covenants, reservations and easements hereinafter set forth, which shall inure to the benefit of and pass with said property and each and every parcel thereof, and shall apply to and bind the successors in interest, and any owner thereof.

Definition of Terms. "Family" shall mean one or more than one person living, sleeping, cooking or eating on premises as a single house-keeping unit, and shall exclude a group or groups of persons where three or more persons thereof are not household employees or related by blood, adoption, or marriage. "Association" shall mean the Ville du Parc 3 Homes Association, Inc. or its corporate successor. "Lot" shall mean platted single family residential lot in the Subdivision, but shall not include Lot 1, Block 9, or Lot 1, Block 10, except as otherwise provided in Section 4.5 hereof.

ARTICLE I

Property Subject to this Declaration. The following property shall be subject to this declaration:

Ville du Parc 4, being a Re-subdivision of Ville du Parc 2, of a part of Outlot A in Ville du Parc 1 & Lands in the NE 1/4 of Section 13, T 9 N, R 21 E, in the City of Mequon, Ozaukee County, Wisconsin.

ARTICLE II

2.1 - General Purpose. The general purpose of this declaration is to help assure that the Subdivision and the adjacent property will become and remain an attractive community and toward that end to preserve and maintain the natural beauty of certain open spaces and recreational areas in the vicinity of the Subdivision; to insure the best use and the most

EXHIBIT B

appropriate development and improvement of each building site; to protect owners of building sites against such use of surrounding building sites as will detract from the residential value of their property; to guard against the erection thereon of poorly designed or proportioned structures; to obtain harmonious use of material and color schemes; to insure the highest and best residential development of said property; to encourage and secure the erection of attractive homes thereon, with appropriate locations thereof on building sites; to prevent haphazard and inharmonious improvement of building sites; to secure and maintain proper spatial relationship of structures to other structures and lot lines.

2.2 Land Use and Building Type. No lot (which term does not include Lot 1, Block 9, or Lot 1, Block 10) shall be used except for single-family, residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one detached, single-family dwelling, not exceeding two and one-half stories in height and a private garage for not more than three cars, and other outbuildings incidental to residential use of the premises.

2.3 Architectural Control. In the interest of promoting attractive design, it is preferred but not required that any residence or garage be designed by an architect. No structure shall be erected, placed, or altered on any lot until the building plans, specifications, and plot plan showing the location thereof have been approved in writing as to quality, materials, harmony of external design and colors, with existing and planned structures, and as to location with respect to topography, neighboring buildings, setbacks, finish grade elevations, driveways and planting, by the Association's Architectural Control Committee, or by a representative designated by a majority of the members of said Committee, or, in the case of non-residential structure, unless such Committee or representative shall have waived in writing the right to give such approval.

2.4 Dwelling Quality. The design, layout, and exterior appearance of each residence shall be such that, in the opinion of the Architectural Control Committee at the time of approving the building plans, the residence will be of high quality and will have no substantial adverse effect upon property values in the neighborhood.

2.5 Building Location. In lieu of predetermined setbacks and offsets, a building may be located anywhere on a lot where expressly approved by the City of Mequon Plan Commission pursuant to the procedures hereinafter mentioned. The Developers may apply for such approval by submission of an overlay to the plat of the Subdivision showing the buildable area of all or certain of the lots, and approval of such overlay shall constitute approval of the location of buildings to be constructed within the buildable area so shown. In the absence of approval in such manner, there shall be submitted to the Plan Commission a Site Plan showing the precise location of each building or structure. The Plan Commission may delegate its building location approval to such responsible agent as it may see fit.

2.6 Landscape Architectural Control. Within one year after any home is physically occupied, a landscape plan showing the proposed development of the entire lot shall be submitted to the Association's Architectural Control Committee for approval. Within six months after

the landscape plan shall have been approved by said Committee, provision shall be made for adequate surfact drainage and the prevention of erosion and also no less than one-fifth of the proposed plant material by volume shown on the approved landscape plan shall be installed.

2.7 Fences and Walls. Plans showing exact location and construction details of fences, walls, hedges, or mass screen plantings shall be submitted to the Architectural Control Committee and be approved before they may be constructed or planted.

2.8 Effect of Approval. Upon approval of the building plans, specifications and the plot plan by the Architectural Control Committee, and upon receipt of all necessary municipal or other governmental approvals, consents and permits, construction in accordance with said plans and specifications may commence, such construction to be substantially completed within one year after the last such approval has been given. In the event said Committee, or its designated representative, fails to act upon said plans and specifications within thirty days after submission, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, no right shall exist to enforce these covenants insofar as they require such approval.

2.9 Maintenance of Open Space. If the Ville du Parc 3 Homes Association, Inc. shall fail to maintain any lands or outlots in the City of Mequon conveyed to and accepted by it, either before or after the date hereof, or if said Association shall no longer cease to have the legal duty to maintain any property to which it holds title the owners of lots in the Subdivision and of Lot 1, Block 9, and Lot 1, Block 10, shall be responsible for the maintenance of such properties, jointly with each other and with owners of other properties subject to the jurisdiction of the Association. If such owners shall thereafter fail to maintain such open space, the City of Mequon is authorized to give them written notice requiring them within 30 days thereafter to provide the required care or to give evidence satisfactory to the City of their willingness to provide such care. Should said owners fail to do so, the City shall have the right to provide the required maintenance and to include in the tax bill for each platted single family lot in Ville du Parc 4 and Lot 1, Block 9, and Lot 1, Block 10, a proportionate share of the cost of such maintenance.

2.10 Nuisances. No noxious odors shall be permitted to escape from any home, lot or building site and no activity which is, or may become, a nuisance or which creates unusually loud sounds or noises shall be suffered or permitted on any home, lot or building site.

2.11 Signs. No sign or any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, or one sign of not more than five square feet advertising the property for sale or rent, or a sign used to advertise the property during the construction and sales period. All signs shall be located at least ten feet back from the lot line.

2.12 Temporary Structures. No structure of a temporary character and no trailer, basement, tent, shack, garage, barn, or other out-building shall be used on any lot at any time as a residence, either temporarily or permanently.

2.13 Animals and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, or allowed to annoy neighbors.

2.14 Garbage and Refuse Disposal. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary covered containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and suitably screened from view from streets. All homes shall be equipped with a garbage disposal unit connected with the sewer.

2.15 Water Supply. Each home shall be connected to the water supply of the City or public utility and no individual wells to provide water shall be permitted.

2.16 Sewage Disposal. Each home shall be connected with the municipal or other common sewer system and no septic tank or individual sewage system shall be permitted.

2.17 Antennae. No external television or similar aerial shall be erected without the prior approval of the architectural control committee.

2.18 Nonliability of City. The owners and occupants of any lot which abuts a street or court for which the right-of-way is 30 feet or less in width shall have no right or cause of action against the City of Mequon, its employees, or agents for any damage caused to property located within 25 feet of the center of said right-of-way by the City, its employees, or agents in the course of maintaining and servicing such street or court. The foregoing provision may not be amended, modified, or repealed without the consent of the Common Council of the City of Mequon.

ARTICLE III

Architectural Control Committee

3.1 Membership. The Architectural Control Committee shall be chosen and governed in accordance with the By-laws of the Association.

3.2 Procedure. Any approval required by this Declaration to be obtained from the Committee shall be in writing. Promptly after acting upon any request for approval presented to it, the Committee shall in writing notify the person submitting such request of its determination. In the event said Committee, or its designated representatives, fails to act upon said plans and specifications within thirty days after submission, or, in any event, if no suit to enjoin the erection of such structure or the making of such alterations or to require the removal thereof has been commenced before one year from the date of the completion thereof, no right shall exist to enforce these covenants insofar as they require such approval. Upon request the statutory registered agent of the Association shall furnish a written statement of the name and address of the person to whom plans, specifications and requests for approval may be submitted for consideration by the Committee. Submission of plans, specifications and requests for

approval to the person so designated by the registered agent shall constitute submission to the Committee for all purposes under these Declarations, or, if the registered agent shall fail to make the aforementioned designation, submission of plans, specifications and requests for approval to the registered agent shall constitute submission of the same to the Committee for all purposes under this Declaration.

ARTICLE IV

Charges, Assessments and Special Assessments

4.1 General Annual Charge. All lots shall be subject to a general annual charge or assessment, determined solely by the Association, for the purpose of defraying the costs and expenses of the Association in carrying out its stated purposes and functions. The rate of the general charge or assessment shall be determined or fixed during the month of November or December of each year, and shall be sufficient to raise an amount which, in the judgment of the Association's members represented at a meeting called for that purpose, may be required for the ensuing calendar year. Such charges or assessments shall be paid annually to the Association, on or before the first day of February in each year, and if not paid on or before such date the charges or assessments shall bear interest at the rate of 6% per annum from February 1 of such year until paid in full.

4.2 Assessments to Obtain Compliance with Restrictions. All lots shall also be subject to special assessment by the Board of Directors of the Association to cover all or any portion of the expenses incident to the enforcement of the recorded Deed Restrictions concerning said lot, and for caring for vacant, unimproved or unkempt lots and removing weeds, grass, or any other unsightly or undesirable objects therefrom.

4.3 Enforcement. The right to collect or enforce the collection of charges, assessments and special assessments is hereby exclusively delegated to the Association. The purchasers of lots, and any portion thereof, shall be personally obligated to pay such charges, assessments and special assessments upon the land purchased or to be purchased by them. All charges, assessments and special assessments levied by the Association pursuant to this Article IV, which are unpaid on February 1st of the year in which due, and any charge levied by the City for maintenance of the open space pursuant to Section 2.9 hereof, which charge is not paid at the due date specified by the City in its statement therefor, shall from that time on become and remain a lien upon the lot until paid, with interest thereon. The Association shall have the exclusive right and power to collect or enforce the collection of all charges, annual assessments and special assessments imposed by it by reason of this Article IV, and shall have the exclusive right to bring any and all actions and proceedings for the collection thereof and for the enforcement of liens arising therefrom. Any liens securing unpaid charges, assessments or special assessments arising by virtue of this Article IV shall be subject and subordinate to the lien of any mortgage, whether the mortgage is executed or recorded prior to or after the creation of such liens. Nothing herein contained shall prevent or impede the collection of lawful charges, special assessments and similar taxes by the City.

4.4 Capital Improvements. Assessments may be imposed pursuant to Section 4.1 hereof to pay for improvements which have been or will be made or installed on lands owned by or leased to the Association (either solely or jointly with one or more other homes associations), such as courts and recreational areas.

4.5 Apartment Site. For purposes of this Article IV only, the apartment site platted as Lot 1, Block 9, shall be deemed to constitute a number of "lots" equal to the number of apartment units located or under construction thereon.

ARTICLE V

5.1 Term. This Declaration shall run with the land and shall be binding upon all persons claiming under Developers for a period of ten years from the date this Declaration is recorded. After the expiration of such ten-year period, this Declaration shall be automatically renewed for successive periods of ten years, unless there is recorded an instrument executed by the owners of at least 60% of the lots subject hereto for the purpose of terminating this Declaration, in which case this Declaration shall terminate at the end of the initial or renewal term which next expires following the recording of such instrument of termination.

5.2 Amendment. This Declaration may be amended at any time and in any respect by the recording of an instrument executed as follows: (a) So long as Owners continue to own any of the lots subject hereto, such instrument shall be executed by Developers and the owners of at least 60% of the lots subject hereto which are not owned by Developers; and (b) after Developers no longer own any of the lots subject hereto, by the owners of at least 90% of the lots subject hereto.

5.3 Enforcement. Initially the Association shall have the sole right to enforce the provisions hereof, which it may do by proceedings at law or in equity, either to restrain or to recover damages for any violation or attempted violation of any provision of this Declaration, or for both such remedies. However, if any member of the Association in good standing shall file with the Association a written petition for the commencement by it of proceedings against any such violation or attempted violation and the Association shall fail to act within a period of thirty days thereafter or shall refuse such petition in writing, then such petitioner may within a period of six months after filing such petition commence an action or proceedings based upon any injury to his individual rights arising from the violation or threatened violation described in such petition.

5.4 Severability. Invalidation of any one or more of these covenants by judgment or court order shall in no wise affect any of the other provisions, which other provisions shall nevertheless remain in full force and effect.

5.5 Termination of Ville du Parc 2 Declaration of Restrictions. Inasmuch as (a) the plat of the Subdivision results in a complete replat of Ville du Parc 2, (b) the undersigned are the owners of 100% of the lots in Ville du Parc 2, (c) the restrictions provided for Ville du Parc 2 are no longer appropriate because of such replat and (d) Section 5.2 of the Declaration mentioned below provides that such restrictions can be amended at any time by the execution of an amendment by owners of 90% of the lots in Ville du Parc 2, this Declaration shall supersede and take the place of that certain "Declaration of Restrictions" dated May 16, 1965 by Ville du Parc Company recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on August 5, 1965 in Volume 22 of Miscellaneous on pages 579 to 584, inclusive, as document No. 206051. This instrument shall be deemed to amend such prior Declaration relating to Ville du Parc 2 in all respects necessary to make the same consistent herewith.

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 2nd day of ^{December} ~~November~~, 1968,
the above named M. P. Frank and Beatrice M. Frank, his wife, to me
known to be the persons who executed the foregoing instrument and who
acknowledged that they executed the same as their own free act and deed.

E. C. Frank
Notary Public

My commission is Permanent

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 2nd day of ^{DECEMBER} ~~November~~, 1968,
the above named Bernice L. LaBonte, to me known to be the person who
executed the foregoing instrument and who acknowledged that she executed
the same as her own free act and deed.

Charlotte Schwentzen
Notary Public

My commission expires: 10-25-70

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

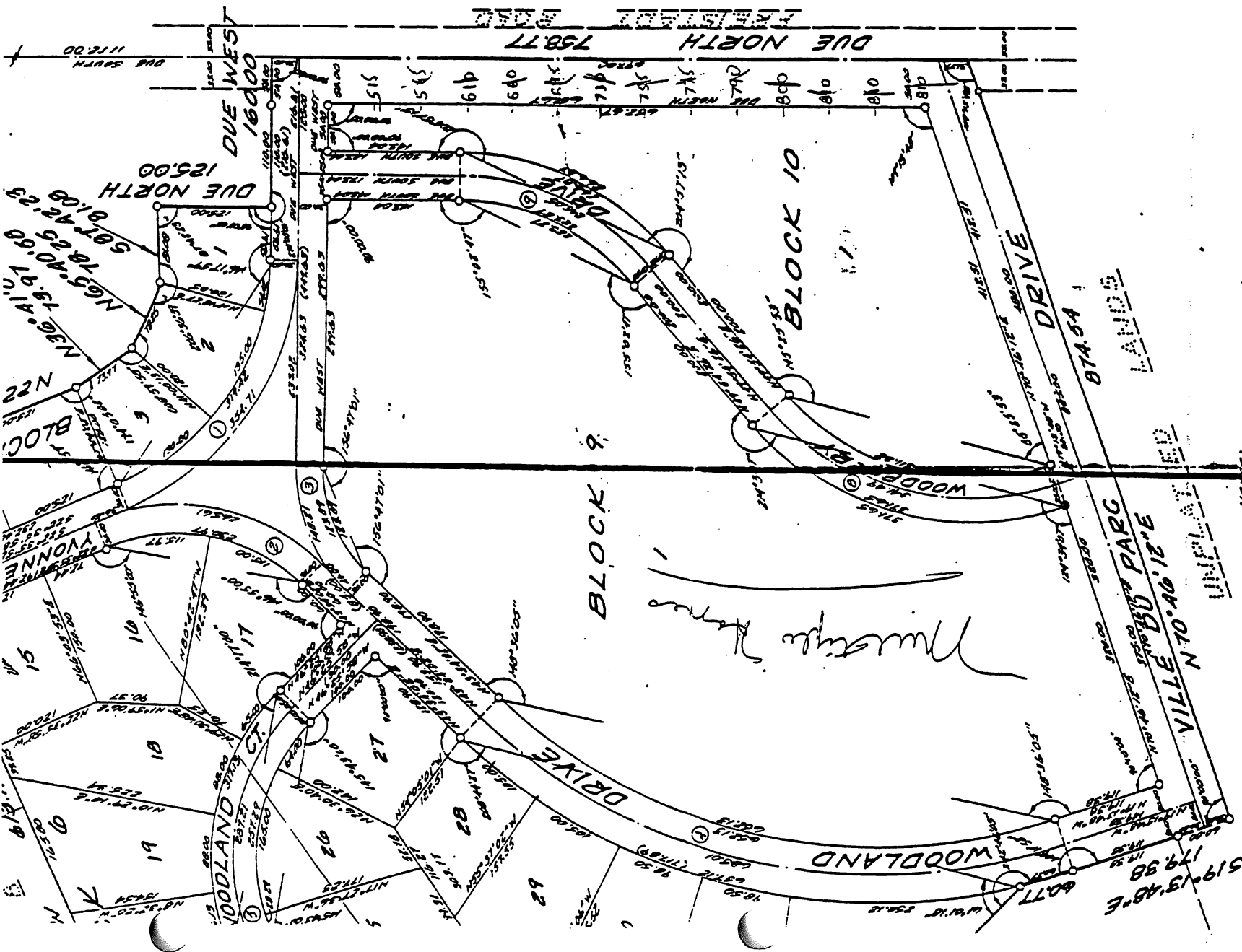
Personally came before me this 2nd day of ^{December} ~~November~~, 1968,
the above named Neal E. Madisen, to me known to be the person who executed
the foregoing instrument and who acknowledged that he executed the same as
his own free act on behalf of and as the deed of Jack L. LaBonte pursuant to
an unrevoked power of attorney duly given to him.

Shirley Hallen
Notary Public

My commission expires: 1-10-71

This instrument was drafted by Neal E. Madisen of
Quarles, Herriott, Clemons, Teschner & Noelke.

CURVE DATA



DENOTES IRON PIPE 4" DIA. 500 LBS. PER ANCHOR PT.
 DENOTES IRON PIPE 1" DIA. 100 LBS. PER ANCHOR PT.
 AT ALL OTHER LOT CORNERS
 ALL ANGLES TO THE NEAREST 00'00'00"
 ALL DISTANCES TO THE NEAREST 0.01'

This Deed, made between Robert W. Chamberlain
 _____, Grantor,
 and Ville du Parc Condominium Homes Association, Inc.
 _____, Grantee,

Witnesseth, That the said Grantor, for a valuable consideration
 conveys to Grantee the following described real estate in Ozaukee
 County, State of Wisconsin:

RETURN TO

Tax Parcel No. 14-096-10-01.000

Lot One (1) of Block Ten (10) in VILLE DU PARC 4, being a
 resubdivision of Ville du Parc 2, of a part of Out lot A
 in Ville du Parc 1 and lands in the Northeast 1/4 of Section
 13, Town 9 North, Range 21 East, in the City of Mequon,
 Ozaukee County, Wisconsin.

This is not homestead property.
 (~~is~~) (is not)

Together with all and singular the hereditaments and appurtenances thereunto belonging;
 And
 warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except

and will warrant and defend the same.

Dated this 10th day of January, 1994.

 (SEAL)

Robert W. Chamberlain
 ROBERT W. CHAMBERLAIN

 (SEAL)

 (SEAL)

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not,
 authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

SUSAN RANDS

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

ACKNOWLEDGMENT

STATE OF WISCONSIN

Ozaukee County.

ss.

Personally came before me this 10th day of
January, 1994 the above named
Robert W. Chamberlain

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

SUSAN RANDS

 Notary Public Ozaukee County, Wis.
 My Commission is permanent. (If not, state expiration
 date: March 12, 1995.)

THE COURTS OF VILLE DU PARC

RULES AND REGULATIONS

(Revised as of April, 2018)

INTRODUCTION

The community life style associated with condominium ownership is unique. In such a community, it is imperative that a harmonious atmosphere is achieved and preserved. Respect for the rights of our fellow neighbors to enjoy their home and surrounding grounds should be shared by all in the Association community. It is most important that the rights of others are recognized and protected while, at all times, acting in the best interest of the Association as a whole.

The following Rules and Regulations were formulated for the purpose of governing the day-to-day use of the common area and the activities of owners, residents, and visitors alike. They were prepared using the best judgment of the Board of Directors, accompanied by substantial input from Ownership, and are based on Wisconsin Condominium Law and The Courts of Ville du Parc Condominium Homes Association, Inc. Declaration and By-laws.

All owners share in the responsibility for enforcing these rules by reporting transgressions to the managing agent, or the Board of Directors, or Rules Committee for remedy. Inasmuch as no set of Rules and Regulations can address every conceivable situation, it is expected that these Rules and Regulations will, from time to time be altered and updated as experience and circumstance may dictate.

POLICY STATEMENT

In order to maintain high standards of appearance and quality living in The Courts of Ville du Parc, all unit owners and their respective tenants, guests, successors and assigns shall abide by the following rules which have been adopted by The Courts of Ville du Parc Condominium Association as authorized by the Declaration of Unit Ownership, Article VI, Section 4, and the Bylaws of The Courts of Ville du Parc Condominium Association, Inc., Article VI, Sec. 1(a).

Notice to new or potential owners: Be advised that the current status of these Rules and Regulations can only be guaranteed when they are obtained from either the Managing Agent or Secretary of the Association.

SECTION I. SURFACE PARKING

Vehicles other than automobile class, i.e., trucks, motorcycles, boats, campers, trailers, RV's, motor homes, etc. **must be parked in a garage at all times.** Recreational vehicles may not be parked on the surface areas at any time. If it doesn't fit into your garage, provisions must be made to store off-premises. Any question or dispute over what constitutes "automobile class" shall be referred to the Board for clarification or subsequent permission.

A. FIRE LANES

1) Definition

All blacktop surface is considered a fire lane, with the exception of designated wing parking areas and garage aprons, and must be kept free of parked vehicles AT ALL TIMES to assure a free flow of traffic and access for fire, rescue or other emergency vehicles.

2) Guests

If you expect guest vehicles, in excess of the available wing parking spaces, please direct them to park on the street. Whether an isolated or recurring event, **parking in the areas defined as fire lanes is not permitted at any time** and will subject said vehicles to towing and/or fines assessed to the unit owner whether or not violating vehicle(s) are owned by the Association member.

Due to the cul-de-sac, shared surface drive space, free flow of traffic and emergency access must be maintained.

B. SHORT-TERM PARKING

- 1) Temporary "in/out" parking in front of one's own garage is permitted, provided it does not inhibit general traffic flow, your neighbor's mobility, or block sidewalk access.
- 2) Surface (wing) parking areas are part of the Association common area and are not assigned to any particular unit. They are available to all residents and guests on a first-come, first-served basis for temporary parking needs only. (Applies to "wing" parking spaces only – not fire lanes)
- 3) If multiple guest vehicles are anticipated, they are to be parked on the street in consideration of your neighbors, and to keep the fire lanes open.
Note: Street parking may require appropriate permission of Mequon Police Department.
- 4) Unit Owners shall be responsible for parking violations or property damage sustained by their guests.

C. EXTENDED PARKING NEEDS

1) Temporary Extensions

It is recognized that, from time to time, extended periods of surface parking may be required to accommodate visitors or other temporary needs. In the event surface parking is needed *beyond the timeframe of one week*, the following procedure applies:

- Consent of adjoining and/or adjacent neighbors to the parking space;
- Registration with, and permission of, the Association.

When requesting temporary extended parking, you will be asked to provide the duration of time you need. A "window permit" may, or may not, be issued. In approving requests for extended parking, the Association may direct or redirect you to a specific parking location.

2) Long Term Permits

A renewable permit is required for long-term parking of a third car (presumes first two are in garage). The Association may allow a third car to be parked outside based on the following criteria:

- The vehicle must be an automobile class passenger vehicle of good appearance and condition and not considered a detriment to the area.
- The vehicle will be in active, if not daily, use and moved on a regular basis, not "stored".
- In general, vehicle will park, in front of its unit garage providing it does not inhibit traffic flow, access to neighbor's sidewalk, impede surrounding neighbor in/out access or be a fire lane violation. Other area, such as wing parking space may used on "first-come" basis.
- Vehicle must adhere to snow parking regulations (see Item E. of this section).
- Permits will be issued for maximum 3-month durations and must be reapplied for on a quarterly basis. A monthly parking fee of \$30.00 will be assessed, each month, for the duration of the permit. Parking fees are due no later than the first of each month. The Association reserves the right of revocation or non-renewal of long term parking permits based upon space availability, rules violations, property damage, permit fees in arrears, etc.

3) Request/Permit Procedure

Requests for extended parking (whether *temporary* or *longer term* in nature) or any parking related concerns or questions should be directed to the Vice President of the Association, Alternately, requests can be directed to the President or your Court Representative who will funnel to the Vice President, or act in his/her stead if absent.

D. REMEDY FOR PARKING VIOLATIONS

- 1) For the safety and accessibility of all residents, the Association reserves the right to have any vehicle towed that violates the above parking rules. Towing charges and penalty fines will be assessed to the unit owner, as unit owners are responsible for their own vehicles and those of their guests and tenants.
- 2) **The Association disavows any liability regarding damage to vehicles towed or illegally parked.**

E. SNOW PARKING

Plowing begins with a snowfall of two inches or more. Therefore, all cars parked outdoors must be moved either to inside your garage or to a location outside of the courtyards. Failure to comply may result in the following:

- damage to the car for which the Association will not be responsible,
- your car being towed at your expense,
- extra cleanup charges being billed to the owner for the return of the plow to clean the area previously occupied by a parked car.

SECTION II. LAWN AND COURT AREAS

A. LAWN

- 1) Driving or parking vehicles, including bicycles, on the lawn areas of the Association areas is forbidden.
- 2) It is certainly permissible to use the lawn areas for recreational purposes and/or while entertaining. However, the permanent or long-term placement of lawn furniture, lawn ornaments, grills, toys, sports equipment, etc. on the lawn (outside of patio or deck area) is not permitted as it would create safety hazards and impede lawn care and maintenance.
- 3) Placement of swing sets, playground equipment, sandboxes, tents, swimming pools or any apparatus that would cause damage to the lawn surface is not permitted at any time.

B. PAVED AREAS

- 1) For safety reasons, the paved court areas are to remain free from all but vehicular traffic. The courts **may not be used for recreational play** under any circumstances.
- 2) The riding of tricycles, big wheels, roller blades, and skateboards, etc. around the courts is not permitted.
- 3) Bicycle riding and rollerblading is restricted to entrance or exit from your unit to the street only.
- 4) Gaming equipment such as basketball backboards/hoops, street hockey, baseball, Frisbee, is also prohibited from use on paved areas.

C. CARE AND USE

- 1) Unit owners shall be responsible for the repair or replacement of damage to lawns, shrubs, lampposts, lamps, mailboxes, asphalt paving and other portions of the Association common area caused by themselves, their tenants, guests, successors or assigns. This includes damage caused by vehicles and pets. The unit owner responsible will be assessed by the Association for the repair of said damage if correction is not complete or timely.
- 2) For health reasons, all animal waste is to be picked up immediately and properly disposed of by animal's owner.
- 3) Newspapers, garden or bush trimmings and other trash are not permitted to be left outside where they might blow around the grounds.

D. DRIVING IN COURTS

- 1) Attentive safe driving at all times shall be the responsibility of all residents and their guests. Drivers are strongly cautioned to enter and exit the courts at prudent, slow speeds, being mindful of the possible presence of pedestrians, children and pets.
- 2) There shall be no driving on the court surface at what would be construed as imprudent, reckless speeds.

SECTION III. BUILDING EXTERIORS

The rules and regulations pertaining to architectural control of building and grounds are intended to assure an attractive and well-maintained appearance of the entire condominium development and preserve property values in the best interests of the Association as a whole.

Exterior building maintenance is not included in the Association fee. Each unit owner will be held responsible for maintaining their unit exterior in good repair and esthetic quality.

No additions, improvements, alterations, painting, or changes of any nature, whether voluntary or by citation letter, are permitted to any building exterior without obtaining prior approval of the Architectural Control Committee (ACC). All work to be performed on building exteriors requires the submission of form ACC-I (identifying colors, materials and roof mate concurrence) for subsequent approval of the committee.

The ACC committee will conduct an annual spring inspection of all building exteriors, identifying such items that require maintenance or repair to maintain compliance with Association standards. The managing agent or the Board of Directors will notify owners by citation letter of the actions required as set forth by the committee. A reasonable time period will be allowed to meet compliance within the season.

Non-compliance with repair or maintenance citations in the timeframes requested will result in a penalty fee being assessed monthly until such time as the ACC is satisfied that compliance has been met. Extension requests must be submitted and approved through the Board.

****SPECIFIC PROCEDURE FOR EXTERIOR INSPECTIONS/ MAINTENANCE:**

The architectural committee will complete the unit condition inspection of individual association owner units by April 15 annually. The unit condition report will be submitted by the committee to the board for action at the April board meeting. Notices to unit owners for repair/replacement/restoration will be mailed to unit owners no later than the first week of May. All repair/replacement/restoration work requested by the association to each unit owner shall be completed or under contract by October 30 of the same year. Unit owners are to notify the board or architectural committee when they have finished the requested repair/replacement/restoration. When the association has been notified in writing that the repair/replacement/restoration is complete the association will provide a re-inspection. This is the only re-inspection the association will provide. Units not complying with this rule will be assessed \$50/month liquidated damages starting November 1 and liquidated damages shall continue until the necessary work is completed. If repair/replacement/restoration work is not completed by the next annual inspection the association has the option to exercise its right to complete these repairs. It shall then assess the unit owner the actual cost of the work plus any associated costs including the cost of money the association paid to have this work completed. If the assessments remain unpaid, a lien as provided by the association's governing documents will be placed by the association against the non-compliant unit. Also, a notice of noncompliance may be filed with the Register of Deeds of Ozaukee County. All costs associated with this lien shall be borne by the unit owner.

The association would like to encourage unit owner responsibility. To this end if a unit owner submits a request for repair/replacement/restoration work by April 1, their unit will only be inspected for major items (ex. roof/siding replacement, complete painting). The unit owner is then subject to the same completion date procedure, association notification and liquidated damages as stated above if the owner requested work is not completed.

The association will provide unit owners 1-year notice for major repair/replacement/restoration work (ex. roof/siding replacement, complete painting exceeding \$4,000). This will provide the unit owner/s adequate time to obtain competitive quotations, set priorities, make decisions, arrange financing or save for the required work. The unit owner/s would receive an initial notice and will receive a second notice the following year for completion that year by October 30. Since the unit owner has sufficient time to complete the work, a contract in place is not acceptable. Liquidated damages will start November 1 if the work is not completed.

A. MAINTENANCE AND REPAIR

See Page 5 of the Declaration, Article IV, Section 10, Maintenance, Repairs & Replacements of Units, which is incorporated by reference. In addition:

1) Painting

- Both units are to be repainted with the existing color. A change in color will require approval by the Board of Directors.
- The same paint brand and color mix is to be used on both halves of the building.
- Preferably the same contractor will be used. If not, the same method of application must be used on both halves of the building.
- Painting for both unit halves is to be done concurrently or no more than one month apart.

2) Foundation /Basement Walls

Any foundation repair work which will result in the removal, disturbance, or damage to the lawn or landscaping will require the unit owner to correct and restore the grounds to their original condition within thirty days after foundation work has been completed. A restorative landscape plan must be submitted with request for work approval to the Landscape Committee.

3) Any additional issue of repair or maintenance activity, which would substantially change or alter the appearance of any unit will require the pre-approval of the ACC and Board, in writing.

B. REPLACEMENT OR ADDITION

1) Doors / Windows /Shutters

Replacement garage doors, storm/screen door, windows and shutters require approval of both the ACC and your roof mate in order that a contiguous look is maintained on the same building.

See attached style representation for replacement of garage doors. Specific vendors may vary. When all doors are eventually replaced, this is the "look" we are aiming for.

2) Roofing / Gutters / Down spouts

- a) The color used to repair or replace a roof is to approximate the existing color, type and grade of shingle (sample required).
- b) Complete roofing replacement must be installed on both halves of the building, simultaneously, by the same contractor utilizing the same materials.
- c) For partial or emergency roof repair (small area only), contact Architectural Control member to determine feasibility and approval of sample color match.
- d) Partial replacement/repair of gutters and downspouts require conditional waiver/approval from the ACC.

3) Exterior Lighting

Replacement or addition of exterior light fixtures, coach lamps and light posts require prior approval.

- 4) Any additional issue of replacement or addition that would substantially change or alter the appearance of any unit will require prior written approval of the ACC and Board

SECTION IV. LANDSCAPING, DECKS AND PATIOS

Any change, addition or replacement of a permanent fixture, such as a deck or patio, to the common grounds or limited common grounds requires form LCC-1 and accompanying site plan to be submitted for approval before any work can commence.

Approval must be obtained from **both** the ACC and Landscape committees, either of which may defer to the Board in the event consensus cannot be reached. The Board's subsequent evaluation and decision will be final.

Any other proposed landscaping changes to the common grounds or limited common grounds will also require a plan accompanying Form LCC-1 and approval of the Landscape committee.

Failure to comply with the rules and regulations set forth in this section would be construed as an infringement upon the rights of others, potentially cause permanent damage, increase the costs of maintenance and repairs to the common grounds, increase the cost of insurance coverage and generally be contrary to the best interests of the association. Offending owners will be subject to liquidated damages, fines/penalties, and the actual cost incurred to repair/replace the common grounds, all of which may be assessed to the offending owner's unit.

If not removed promptly upon order, unauthorized plantings or additions will be removed and site restoration costs and related expenses will be assessed to the appropriate unit owner.

A. FOUNDATION PLANTINGS

Open permission is granted to create personalized flower beds and foundation plantings around one's unit without the necessity of having to submit formal landscape plans or seek formal approvals as long as these plantings remain in an approximate three (3) foot periphery of your unit.

The Association reserves the right to request removal – or to remove – questionable plantings that could be determined as deterrent to appearance, common practice, overall maintenance efforts, safety, etc. As an example, sunflowers or sweet corn would not be considered suitable or compatible with the rest of the surrounds. If in doubt, you are encouraged to seek Board or appropriate committee opinion.

Should you exercise your option to create personalized flowerbeds, we *will rely on you to maintain, water and weed those beds for the season!* If you fail to properly water and maintain the appearance of your flowerbeds, the Association will hire its landscaper to do the work for you and will assess your unit the resulting costs.

This is intended to be a "win/win" situation. Personalized plantings will beautify your unit as well as the surrounding area. However, not everyone moved into a condo to do gardening. If you do not choose to plant your own flowers, the area surrounding your unit will continue to be maintained up to the foundation with either grass or plantings at the discretion of the Landscape Committee.

B. COMMON GROUND PLANTINGS

- 1) Any plantings of trees, shrubs, or flower beds (outside of the 3-foot periphery mentioned above) requires the submission of a detailed plan to the Landscape Committee identifying dimensions, species, locations, etc. This plan **MUST** be approved before any planting commences.
- 2) When evaluating landscape plans, proper consideration will be given to maintenance issues, underground wiring, eventual size and impact on surrounding neighbors.
- 3) Any plantings on the common grounds become the property of the Association.

C. REMOVAL OF LANDSCAPE STOCK

1) Healthy Stock

It is not our landscape policy to remove healthy or non-diseased trees, bushes or shrubs to accommodate a unit owner's personal design or preference. There are circumstances however, which may dictate the removal of otherwise healthy stock. (i.e., growing over roofline, roots threatening foundation, etc.) should it pose a hazard to surrounding buildings or landscape maintenance efforts. These instances will be evaluated individually by the Board.

2) Dead or Diseased Stock

- a) Board of Directors and Landscaper will decide whether to remove or treat as necessary.
- b) Replacement and species selection will be at discretion of the Board for plantings on the common grounds.
- c) Selection and replacement of any foundation plantings can be made at the option and expense of the unit owner at any time.
- d) Removal of dead or diseased stock does not guarantee immediate replacement.

D. TRIMMING, PRUNING AND WEEDING

- 1) The association will maintain all foundation and common ground shrubs/bushes in the same manner as stated in the Declaration (and as contracted for within the context of the current landscape maintenance contract).
- 2) Periodic treatments will be made to the grass and common areas to keep weed free.
- 3) Personalized flowerbeds are expected to be maintained and weeded by the unit owner (See *Foundation Plantings*). If not maintained, the Association, at its option, will revert to caring for all space up to the building foundation and planting with grass or shrubbery.

E. DECK OR PATIO ADDITIONS

- 1) Requires detailed plan (plus form ACC-1) identifying dimensions, materials used, and surrounding landscape plan.
- 2) Once approved, all construction and clean-up costs are responsibility of requesting unit owner. This would include the replacement or relocation of healthy landscape stock if displaced by construction.

- 3) Once constructed, all maintenance or repair of deck or patio is responsibility of unit owner or subsequent owners.

SECTION V. MISCELLANEOUS

A. PETS

- 1) No pet is allowed on the common grounds unleashed and/or unattended. Every animal must be kept on a leash, under control, and attended by a person capable of maintaining appropriate control of the animal at all times.
- 2) Pets shall not be left tethered/chained outside unless attended by Owner.
- 3) No pet shall cause or create a nuisance, unreasonable disturbance or noise.
- 4) Pet owners will be held responsible for costs to repair or replace property damaged by the pet whether personal or Association property.
- 5) No doghouses, sheds, cages or exterior structures of this type are permitted.
- 6) A harmful, vicious or biting animal or pet creating a hazard, including stray animals, will be reported to the City of Mequon. The Board of Directors reserves the right to require the removal of such an animal from the Association property.
- 7) All animal waste must be cleaned up immediately. Pet owner assumes responsibility for proper and timely disposal.
- 8) Pet permits shall be required for all unit owners' pets. Pet permits shall be renewed each year at the annual meeting. All unit owners shall receive as part of the annual meeting package a copy of the pet permit (see addendum exhibit).

B. UNIT OWNER RESPONSIBILITIES

- 1) Climbing on trees and recreational play in or around landscaped areas is forbidden.
- 2) Unit owners will be held responsible for any damage or rules violations caused by their co-occupants, their guests and tenants.

C. NUISANCES / EXCESSIVE NOISE

- 1) Unit owners and their respective tenants, guests, successors and assigns shall not cause or permit any nuisance or unlawful activity to occur or persist within the Association.

- 2) The use of TVs, stereos, loudspeakers, public address systems, sound amplifiers, radios, scanners, etc., is not to be audible outside of a unit or audible to the adjacent unit (i.e., same building).
- 3) Excessive and offensive noise, including that caused by verbal means (shouting, yelling, use of profanities), or any recurring or persistent noise that disturbs the individual or collective peace of surrounding neighbors will not be tolerated. These disturbances may also be reported to the Mequon Police Department.
- 4) No sound device may be played outdoors at such a high volume, or in such a manner as to cause disturbance to others. This includes vehicle sound systems.

D. FLAGS AND FLAGPOLES

- 1) Flying of windsocks or novelty flags is limited to your immediate porch, patio area, or affixed to your garage. No flying of banners or flags other than the "*Stars and Stripes*" (American flag) is allowed on the common grounds.
- 2) Any permanent freestanding flagpole or standard will require prior approval of the Architectural Control Committee.
- 3) The governing board reserves the right to demand removal of any flag, banner, or windsock deemed to be offensive.

E. SIGNAGE

- 1) Any posting of signs, except for political signs as set forth below, will be limited to real estate "*For Sale*" type only. (No business, personal property-for-sale, rummage, political, etc.). Regarding the use of a "*For Sale*" sign:
 - a) Sign to be non-obtrusive in design or size.
 - b) Use is limited to posting of one sign per unit.
 - c) Placement may be either in front or rear of unit (Seller's choice) but must not interfere with routine grounds maintenance.
 - d) Unit owner is responsible for contacting *Digger's Hotline* and/or any damage to underground utilities for failing to do so.
 - e) No signage of any type or kind is to be placed in the out lot area known as *Block 10*, unless placed by the Association.

- f) Signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit without prior Board approval as long as the sign is less than 24 inches by 24 inches in size and is removed within 7 days of the pertinent election or vote.

F. ANTENNAS / SATELLITE DISHES / CABLES

- 1) Small appliances may be permissible but shall not be installed on any portion of common area without prior approval of Architectural Control Committee. Please contact *Architectural Control Committee* for guidelines.
- 2) No cables or utility lines shall be installed or affixed to exterior of building.
- 3) The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law.
 - a) Owners must notify the Board in advance of installing a satellite dish or antenna.
 - b) No satellite dishes or antennas may be placed in the common area.
 - c) Satellite dishes and antennas should be attached to the patio/deck adjacent to the owner's unit. In the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.
 - d) Wiring for the dish must be installed through the front or side of the unit and may not penetrate the buildings' masonry exterior.
 - e) Any common or limited common area affected during installation of the satellite dish must be returned to its original condition at owners' expense within 30 days of installation.
 - f) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal.

G. TRASH CONTAINERS

- 1) Proper covered receptacles must be used so that animals or weather conditions do not cause garbage and disposables to be strewn around the driveway or grounds.
- 2) No containers are to be placed outside more than 24 hours prior to scheduled pick-up.
- 3) Empty containers are to be returned to your garage the same day pick-up occurs.
- 4) Newspapers for recycling must be properly bundled/bagged and protected from wet weather and winds.

H. NON-LICENSED RECREATIONAL VEHICLES

Snowmobiles, mini-bikes, ATVs, go-carts or any other non-licensed, motorized vehicles may not be driven, operated or parked on Association grounds.

I. BUSINESS ACTIVITIES

No trade or business activity that generates non-resident traffic or use of Association grounds is allowed.

J. FIREWORKS

Fireworks and related products (i.e., firecrackers, sparklers, bottle rockets, snakes, etc.) are prohibited from use on Association property at all times.

K. GARAGE DOORS

It is requested that you keep garage doors closed when not in use. Please do not leave your home and leave the garage open as it is not only unsightly, but is also an invitation to theft and rodents.

L. HOLIDAY DECORATIONS

It is requested that seasonal/event decorations (i.e., Christmas, Hanukah, Thanksgiving, Easter, etc.) be removed with two (2) weeks of the conclusion of the specific holiday.

M. BIRD FEEDERS

We all enjoy seeing our feathered friends get a helping hand, especially in the winter. As much fun as they are to watch, they do, unfortunately, create quite a mess under their feeders.

- 1) Bird feeders will be allowed with the following stipulations:
 - Placement to be on or immediately adjacent to your patio.
 - Owner is responsible for regularly cleaning up seed mess and other droppings.

If seed mess is left to accumulate, it is not only unsightly but creates an environment that invites vermin. Additional problems may arise with "reseeding" and creating a weed problem if not cleaned up. Your vigilance and cooperation will be necessary if you wish to feed the birds.
- 2) Any maintenance charges resulting from cleaning up seed messes or rodent control will accrue to the Owner responsible.
- 3) Feeders or wildlife food is not permitted on the common grounds.

N. FIRE WOOD

All fire wood and kindling must be stored in your garage. No outdoor woodpiles are permitted.

O. FUND TRANSFERS.

The association's board of director's approval is required for all future fund transfers.

SECTION VI. BLOCK 10 OUTLOT

A. DEFINITION

Block 10 is identified as the vacant, undeveloped outlet bounded by Woodberry, Yvonne, Fieldwood, and Ville du Parc Drives. As an out lot, this area is minimally maintained. It is rough-cut as needed and **will** be gradually improved as budget and community interest dictates.

B. USE

All rules and regulations governing the lawn and common areas of the association also apply to this outlet. This includes no parking, no pet waste, no signs at any time, no dumping, etc.

SECTION VII. NON-OWNER OCCUPIED UNIT

A. TENANT COMPLIANCE

Each lease will incorporate by reference all provisions of the governing documents (Declaration and By-Laws), and shall incorporate by addendum the

current Rules and Regulations and provide in the lease that any non-compliance with the governing documents shall be considered a breach of lease terms.

B. OWNER RESPONSIBILITY

- 1) It shall be the owner's responsibility to convey all necessary documentation and ensure that their lessee(s) know and understand the Association rules. Any and all breaches or violations by lessee will be the responsibility of unit owner. Any fines or penalties will be assessed to unit owner.
- 2) Owner/Landlord shall deposit with Association a Security Deposit of \$1,500.00 per the Bylaws and Rules as amended January 28, 2000. There shall be no rental/leasing of any condominium units purchased after January 1, 2000.
- 3) Any unit leased, and every part thereof during said term, will be used for residential purposes only.
- 4) The monthly Association fee will remain the responsibility of the unit owner, not the tenant.
- 5) Unit owner must provide managing agent or the Board of Directors with the following *upon lease of unit*:
 - a) copy of lease or lease renewal.
 - b) current tenant/occupant registration information as required by managing agent or the Board of Directors on the appropriate form(s).
- 6) No sub-leases will be allowed.

SECTION VIII. TRANSFER OF OWNERSHIP

The sale of a unit should be reported to the managing agent or the Board of Directors of the Association as soon as possible to facilitate the preparation of necessary paperwork and to activate insurance coverage for the new owner.

A. GOVERNING DOCUMENTS

The current and official status of all governing documents can only be guaranteed when obtained from either:

- 1) the managing agent for the Association, or
- 2) the Secretary of the Association.

Transferring documents from owner to potential-owner does not guarantee that they are current or that they include all pertinent materials, nor will it release any owner or subsequent owner from compliance requirements.

B. FINANCIAL INFORMATION FOR CLOSING

Any unpaid fees, penalty fines, interest, liquidated damages and unfilled or pending repair citations will be reported to the buying party as part of financial disclosure obligations of the Association.

C. UNIT REGISTRATION INFORMATION

Each new and existing unit owner is responsible for registering and maintaining current registration form information on file with the Managing Agent or the Board of Directors of the Association.

SECTION IX. ENFORCEMENT PROCEDURES

A. REPORTING VIOLATIONS

- 1) Any unit owner/resident may initiate a complaint regarding an infraction of the Rules and Regulations of *The Courts*.
- 2) Violations may be reported in the following ways:
 - a) directly to the Mequon Police Department if the violation is an infraction of a City Ordinance;
 - b) directly to the Managing Agent for the Association;
 - c) directly to a member of the Board if the Managing Agent is not available.
 - d) to a Court Representative (for escalation, not action)
- 3) Any violation or complaint reported to the Association may be presented verbally or in writing.

B. FINES

- B.1 The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):
 - a) **A WRITTEN WARNING for a Unit Owner or resident's first violation** of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain

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

- b) **FIFTY DOLLARS (\$50.00)** shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed.
- c) **ONE HUNDRED DOLLARS (\$100.00)** shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
- d) Notwithstanding paragraphs (a-c) immediately above, **FIVE HUNDRED DOLLARS (\$500.00) for each violation** of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:
 - i) The violation is in direct defiance of a previous mandate from the Board of Directors.
 - ii) The violation was malicious in its intent.
 - iii) The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 - iv) The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*
- e) Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
- f) Attorney Fees
 - i) The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.
 - ii) In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing

party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. **This Rule does not apply to owners' fair housing complaints, neither State nor Federal.**

- B-2 Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

C. GRIEVANCE COMMITTEE RULES AND PROCEDURES:

- C.1 The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
- C.2 The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.
- C.3 For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
- C.4 Members serving on any Grievance Committee must not be directly or indirectly involved in the specific dispute at hand.
- C.5 Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:
- a) A letter shall be sent by certified mail, return receipt requested, informing all parties:
 - i) Of the time, place and date of a hearing before the Grievance Committee.
 - ii) Of the right to counsel.
 - iii) That evidence shall be received and a record made whether or not the party complained against attends.
 - iv) That, if found in violation, a fine may be imposed in accordance with the Penalties Section, plus costs and actual attorney fees incurred by the Association.

- v) That any such fine imposed may be secured by filing a lien against the subject Unit, as prescribed by law.
- b) The hearing shall be divided into two (2) sections:
 - i) The Hearing. The Hearing shall be open to only the Committee, Board of Directors, the parties involved, their attorneys and witnesses.
 - ii) The Determination and Decision. The Determination and Decision Section of the meeting shall be open only to the Committee. The decision will be rendered in writing to concerned parties within five (5) business days of the hearing.
- c) If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Committee Chairperson, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
- d) If the alleged offender fails to appear, the complainant must prove his grievance and no presumption can be made against the alleged offender for non-appearance.
- e) The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.
- f) **The decision of the Grievance Committee is final, non-appealable and binding upon all parties.**



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
10/13/2026

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

PRODUCER H & H Insurance Services, Inc. N14 W23755 Stone Ridge Drive Suite 250 Waukesha WI 53188		CONTACT NAME: Jim Robertson PHONE (A/C, No, Ext): (262) 717-3300 E-MAIL ADDRESS: jim@hhinswi.com PRODUCER CUSTOMER ID: 00004020		FAX (A/C, No): (262) 717-3310
INSURED The Courts of Ville Du Parc Condo. Assoc. Inc. 12503 N. Woodberry Dr. C/O Vickie Taylor Mequon WI 53092		INSURER(S) AFFORDING COVERAGE INSURER A: West Bend Insurance Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC # 15350

COVERAGES **CERTIFICATE NUMBER:** 2026-27 PROP/EMPL DISHON **REVISION NUMBER:**

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

Loc# 00000 Bldg# 00001: Blanket all locations - 25 Buildings (50 Units)
See Attached Overflow Pages

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

INSR LTR	TYPE OF INSURANCE		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	☒	PROPERTY	1470786-15	09/01/2026	09/01/2027	BUILDING	\$
		CAUSES OF LOSS				PERSONAL PROPERTY	\$
						BUSINESS INCOME	\$
		BASIC				EXTRA EXPENSE	\$
		BROAD				RENTAL VALUE	\$
	☒	SPECIAL				BLANKET BUILDING	\$ 22,437,500
		EARTHQUAKE				BLANKET PERS PROP	\$
	☒	WIND				BLANKET BLDG & PP	\$
		FLOOD				Bldg. Ordinance & Law A-B-C	\$ 100,000
	☒	***Replace.					\$
		Cost basis					\$
	☐	INLAND MARINE	TYPE OF POLICY				\$
		CAUSES OF LOSS	POLICY NUMBER				\$
		NAMED PERILS					\$
							\$
A	☒	CRIME	1470786-15	09/01/2026	09/01/2027	Condo Association	\$ 105,000
		TYPE OF POLICY				Employee	\$
		Condo Assn Employee Dishonest				Dishonesty	\$
	☐	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
							\$
							\$
							\$

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

**Property deductibles: \$2,500 except Wind and Hail subject to 1% Deductible.
***Wind and Hail roof damage is subject to ACV valuation.

Unit Owners: Sasha & Andrew Rutlin

Unit Owners Address: 12583 N Woodberry Dr., Mequon, WI 53092

CERTIFICATE HOLDER

CANCELLATION

Sasha & Andrew Rutlin
12583 N Woodberry Dr.

Mequon

WI 53092

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	Blanket Buildings: Locations 1 through 25; **Deductibles as shown on Page 1	SPC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Blanket			2,500**	
Ref #	Description	Coverage Code	Form No.	Edition Date
1	2810-12 Ville Du Parc Dr.,Building,Blanket	SPC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
			2,500**	
Ref #	Description	Coverage Code	Form No.	Edition Date
2	00001,2824-26 Ville Du Parc Dr.,Building,Blanket	SPC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Blanket			2,500**	
Ref #	Description	Coverage Code	Form No.	Edition Date
3	00001,2816-18 Ville Du Parc Dr.,Building,Blanket	SPC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Blanket			2,500**	
Ref #	Description	Coverage Code	Form No.	Edition Date
4	00001,12504-06 N. Woodland Dr.,Building,Blanket	SPC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Blanket			2,500**	
Ref #	Description	Coverage Code	Form No.	Edition Date
5	00001,12510-12 N. Woodland Dr.,Building,Blanket	SPC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Blanket			2,500**	
Ref #	Description	Coverage Code	Form No.	Edition Date
6	00001,12516-18 N. Woodland Dr.,Building,Blanket	SPC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Blanket			2,500**	
Ref #	Description	Coverage Code	Form No.	Edition Date
7	00001,12522-24 N. Woodland Dr.,Building,Blanket	SPC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Blanket			2,500**	
Ref #	Description	Coverage Code	Form No.	Edition Date
8	00001,12528-30 N. Woodland Dr.,Building,Blanket	SPC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Blanket			2,500**	
Ref #	Description	Coverage Code	Form No.	Edition Date
9	00001,12503-05 N. Woodberry Dr.,Building,Blanket	SPC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Blanket			2,500**	
Ref #	Description	Coverage Code	Form No.	Edition Date
10	00001,12541-43 N. Woodberry Dr.,Building,Blanket	SPC		
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type
Blanket			2,500**	

ADDITIONAL COVERAGES

Ref # 11	Description 00001,12570-72 N. Woodland Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket		Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium	
Ref # 12	Description 00001,12546-48 N. Woodland Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket		Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium	
Ref # 13	Description 00001,12509-11 N. Woodberry Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket		Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium	
Ref # 14	Description 00001,12521-23 N. Woodberry Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket		Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium	
Ref # 15	Description 00001,12533-35 N. Woodberry Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket		Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium	
Ref # 16	Description 00001,12553-55 N. Woodberry Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket		Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium	
Ref # 17	Description 00001,12558-60 N. Woodland Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket		Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium	
Ref # 18	Description 00001,12515-17 N. Woodberry Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket		Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium	
Ref # 19	Description 00001,12527-29 N. Woodberry Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket		Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium	
Ref # 20	Description 00001,12547-49 N. Woodberry Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket		Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium	
Ref # 21	Description 00001,12581-83 N. Woodberry Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket		Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium	

ADDITIONAL COVERAGES

Ref # 22	Description 00001,12565-67 N. Woodberry Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket	Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium		
Ref # 23	Description 00001,12559-61 N. Woodberry Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket	Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium		
Ref # 24	Description 00001,12564-66 N. Woodland Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket	Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium		
Ref # 25	Description 00001,12552-54 N. Woodland Dr.,Building,Blanket				Coverage Code SPC	Form No.	Edition Date
Limit 1 Blanket	Limit 2	Limit 3	Deductible Amount 2,500**	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		
Ref #	Description				Coverage Code	Form No.	Edition Date
Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium		

Courts of Ville du Parc Condo Association Inc.
Mequon, WI
2026 Budget

Income

Dues	\$180,000.00
Parking	1,500.00
Interest Income	500.00
Total Est. Income	\$182,000.00

Expense

Repairs and Maintenance

Maintenance General	\$1,000.00
Refuse Removal	14,750.00
Snow Removal	12,000.00
Salt	5,000.00
Total Rep. & Maint	\$32,750.00

Landscape & Grounds

Landscape Improvements	\$12,000.00
Lawn Services	45,000.00
Winter Pruning	3,000.00
Tree Maintenance	16,000.00
Total Landscape & Grounds	\$76,000.00

Total Maint. & Grounds \$108,750.00

General & Administrative

Accounting Services	\$5,500.00
Tax Preparation	250.00
Legal Counsel Fees	500.00
Office Supplies	350.00

Total Administrative \$6,600.00

Property Insurance \$48,000.00

Total General, Admin & Insurance \$54,600.00

Reserve Fund Allocation

Total Budget Expenses \$163,350.00

Reserve Fund Allocation \$18,650.00