

RAINTREE ASSOCIATION RULES AND REGULATIONS
FOR HOMEOWNERS, TENANTS, FAMILIES, AND GUESTS

March 1, 2002

GARBAGE

1. All garbage placed in the dumpsters must be put in a securely tied, heavy-duty plastic trash bag.
2. Only newspapers, magazines, and corrugated cardboard in recycling carts marked as such. Boxes must be broken down. No plastic bags or food tainted cardboard.
3. No bags in cans/bottles/plastic recycling cart.
4. Large objects such as furniture, stoves, refrigerators, mattresses, etc., may be set next to the dumpsters, but the owner of those items is responsible for arranging with the city for a special collection. (call 286-8500)
5. With the exception of Rule #4, nothing may be set on top of or next to the dumpsters or recycling carts.

NOTE: If your designated container is full, you may use another dumpster or cart provided throughout the complex for your garbage and recyclables. Follow City of Milwaukee recycling recommendations.

RECREATION VEHICLE AREA

1. Recreational vehicles, boats, and trailers only. Firewood (not to exceed 1 cord) may be stored in the RV area from 10/1 to 4/30 with Board permission only. Excess wood must be removed and area cleaned by owner by 4/30. The Board will dispose of any remaining wood on 5/1. All wood piles must be sufficiently covered and labeled.
2. No cars allowed unless licensed with an antique or collector's plate.
3. Vehicles, boats, trailers, and other items stored in recreational vehicle area shall display a recreation area tag and identification must be registered with management company.

PETS IN COMMON AREA

1. Pets must be walked to relieve themselves on the outside edge of the outer drive only. No stopping to relieve elsewhere.
2. Pets must be attended and under the owner's control (leashed) at all times. There is to be no tying to a tree or staking out of any kind of pet. They are to be leashed and under control at all times with the resident present.
3. All pet deposits must be removed at the time of deposit and placed in a plastic bag in dumpster.
4. Pets may not be kept for breeding purposes.
5. Pets shall not constantly annoy other residents.

GARAGES

1. No decayable garbage or obnoxious smelling items.
2. No pets left unattended.
3. No idling of motors with garage doors closed or open.
4. Doors must be kept closed and locked at all times unless the unit owner/resident is in the garage, on the garage pad, picking up mail, or depositing refuse in the dumpsters or recycle bins, or within sight of the garage door.
5. Cars must be parked and items stored so as not to hamper access to another auto or any homeowner door.
6. Garage door openers are the only electrical items allowed to be plugged into the common electrical outlets inside the garages for an extended amount of time.
7. Storage of household goods in garages shall not exceed 20% of unit's total garage limited common floor area.

PARKING AND DRIVING

1. No cars shall be parked on the grass.
2. Street parking allowed only on the building side of the street.
3. Do not block garage approach.
4. Guest parking is the responsibility of the resident.
5. The speed limit on the common drives is 15 miles per hour.
6. No parking on the cul-de-sac entrances (either side of entrances from Raintree Drive or Hustis Street to first parking pad).
7. No parking in front of the garbage bins.
8. All cars parked in common areas must:
 - A. Be in drivable condition (including 4 round tires and not on blocks).
 - B. Not leak fluids.
 - C. Bear current license plates, and
 - D. Not remain stationary for more than 15 days; except, parking of unlimited duration will be permitted in the pool area parking lot only, with all other provisions of this rule still applying.
9. No parking in front of centralized mail delivery units.
10. Owners, residents, and long term guests (over 2 weeks), must display on rear view mirror; a Raintree parking tag on all vehicles parked in the complex. No unit owner shall have more than 3 valid vehicle parking tags at any time.
11. There will be a posted "No Parking" zone on the corner between 6942 and 6950 Raintree Drive.

12. Minor auto maintenance will be allowed on personal vehicles, but major repair (i.e., large engine or body part replacement, welding, etc.) will be prohibited on any vehicles. No resident shall operate an automobile repair or sales business utilizing any common areas.
13. No commercial vehicles with class 5 license and above allowed to regularly park in common areas.
14. Vehicles shall not be left unattended on jacks or other temporary supportive devices.

SNOW SEASON PARKING

1. When a snow fall of 2" or more is forecast or is a reality, the following procedure must be followed in order for the snow plowing to be completed.
 - A. All vehicles must be removed from garage approaches until they are plowed.
 - B. Any street parking must be on the building side of the street. Any cars parked on the street may be plowed in. All cars parked on the street or auxiliary parking pads must be removed from an unplowed spot and moved to a cleaned spot within 12 hours.
2. There will be no parking during snow emergencies as declared by the City of Milwaukee.

SWIMMING POOL

NOTE: The penalties for not following these rules will be applied without a prior warning notice to the homeowner and the rules will be strictly enforced.

1. Guests under 16 in the pool area must be accompanied and supervised by an adult resident at all times. Guests 16 and older must be periodically supervised by an adult resident who must be on the Raintree premises at all times.
2. The pool will be closed from 10 p.m. to 7 a.m. weekdays and 12 a.m. to 7 a.m. on weekends and holidays. (Pool hours are as follows: Sunday through Thursday - 7 a.m. to 10 p.m.; Friday, Saturday, and the night before Memorial Day, July 4th, and Labor Day - 7 a.m. to 12 midnight.)
3. Swim suits are required in the pool. No street clothes allowed.
4. No pets, ring tabs, glass, or other breakables are allowed within the fenced area. Cigarette butts must be put in ash cans.
5. No playing of loud music or making of loud noises.
6. No more than 8 guests per unit without notification to the rules committee.
7. The area, including inside the cabana, must be cleaned up.
8. No running or rough play in the pool area. No rollerblades/skates, bicycles, tricycles, or skateboards.

9. Children of diaper age must wear clean cloth diapers and plastic pants. No disposable diapers.
10. Resident children under 14 years of age must be accompanied and supervised by an adult resident while they are in the pool area.
11. Pool gate must be allowed to close and lock; the gate closure is not to be obstructed by any object. Entrance is allowed only through the gate.
12. Reserving of chairs or chaise lounges and the practice of placing towels on them for this purpose for longer than 15 minutes while out of the pool area is not permitted.
13. Persons with infections and/or open wounds are not permitted.
14. No food, drink, gum, or tobacco permitted in pool. No cooking inside fenced area.
15. Shower before entering the pool, and after use of toilet facilities.
16. Do not let anyone into the pool area through the gate who is not a resident unless they are your guests.
17. There must be 1 adult present for every 4 juveniles under 16 years old.

TENNIS COURTS

1. For tennis playing only. No bicycles, tricycles, skateboards, rollerblades/skates, or dogs allowed.
2. For residents and their guests only.
3. During a tennis party of any one unit, they must yield the third court to request of any other residents.
4. Players must wear tennis shoes, not street shoes.

OUTDOORS & ON PORCHES/PATIOS AND BALCONIES

1. Charcoal and gas grills must not be left unattended without an adult being in sight.
2. No grilling on "D" unit wooden balconies.
3. All gates must be kept locked at all times.
4. No hanging items on railings of balcony.
5. Porch light switches must remain in the on position.

BY-LAWS AND DECLARATION

1. Owners and residents must comply with the restrictions listed in the condominium Declaration in Article V (architectural control) and Article VII (use restrictions) and By-Laws in Article XIII (duties and obligations of unit owners).

Note: Violation of this rule is subject to liquidated damages.

Raintree Condominium Association

Satellite Dish Rules & Regulations

- 1). The Raintree Condominium Association Board of Directors (hereafter known as "The Board") will review all satellite dish installation requests on a case-by-case basis.
- 2). All requests must include the following information from installers of satellite dishes and must be submitted to The Board prior to the beginning of any installation process:
 - A) Proof of liability and insurance
 - B) A location and wiring plan
 - C) If the unit is a rental property. Prior to installation the renter must submit signed proof of the unit owner's knowledge and acceptance of satellite dish installation.
 - D) If dish installation requires a location next to another unit in your building, you should get permission from that unit owner prior to installation.

These documents must be reviewed and approved by The Board before installation may begin.

- 3). A \$100.00 deposit will be required for any satellite dish. Unit owner's will have 30 days to remit deposit to CAMCO Management. Deposit will be refunded to the unit owner after The Board verifies proper removal of dish and all external wiring.
- 4). Under no circumstances will the use of community property be allowed for installation of satellite dishes. Community property is defined as any area of the building and/or grounds that is maintained by the Raintree Condominium Association. Such as, but not exclusively: roofs, gutters, lawns, garages, garage approaches, parking pads, garbage corrals, fences, shrubbery, trees, sidewalks, front/side porches or siding. Placement of satellite dishes will only be allowed within a 3 foot distance from the outside walls of the owner's unit, commonly referred to as the "flower bed" area.
- 5). Dishes not covered by FCC rules will not be permitted. The Board requests the smallest diameter dish possible be used. All FCC rules and regulations must be adhered to when installing, maintaining or using satellite dishes. Those rules and guidelines will be available upon request through CAMCO Management.
- 6). Dishes are to be used exclusively for television reception. Dishes for transmission are not permitted.
- 7). Only one dish per unit is allowed and a dish, once installed, must be tagged to identify which unit it is servicing.
- 8). Any dish found to damage community property during installation, maintenance or service, will be the liability of the owner/subscriber for whom it was installed. That owner/subscriber will have the responsibility of community property repair and/or compensation of incurred costs to the Association.
- 9). If any maintenance to community property requires the temporary relocation of the dish, the unit it was installed for will incur the cost of temporary relocation and replacement to the dishes original location.
- 10). Any maintenance required for satellite dishes will be the sole responsibility of the unit it is/was installed for. Dishes will not be permitted to fall into disrepair.
- 11). Upon sale of a unit that has an installed satellite dish, said dish must be removed, at the owner/subscriber's cost, prior to vacating the unit. If the dish is not removed prior to sale of the unit, the \$100 deposit will become the property of the Raintree Condominium Association. This deposit will be used for the removal of the dish and any exterior wiring. Any wiring inside the unit will be the responsibility of the new unit owner and removal of that wiring will be at the discretion of the new owner.
- 12). Failure to abide by any of the above rules will result in a \$25.00 monthly liquidated damage assessment until unit owner/subscriber corrects and/or repairs any violations.

Policy Effective March 1, 2002

BY-LAWS GOVERNING RULES

Section 2. Infractions of Association Rules and Regulations.

Rules are promulgated by the Board of Directors to protect the property value and to ensure the enjoyment of the common property by all Raintree homeowners and residents.

Any infraction of the stated rules will result in the responsible resident being assessed liquidated damages for the violation. This assessment will be added on the monthly maintenance fee and will be payable with the following month's fee. Any moneys paid will first be applied to these assessments and the remaining amount to the maintenance fee. If any member or resident fails to comply with such rules, the Board of Directors, in the name of the Association, may sue the member or resident for such liquidated damages or for injunctive relief, or both, together with costs and actual attorney fees.

A first infraction of a rule will be replied to with a letter of warning from Camco Management as directed by a Board member. If the condition or violation is not cleared or stopped within one week from the date of the receipt of the letter, then a \$10.00 liquidated damages amount will be assessed. For each succeeding act of the same offense or one week time period of continued non-compliance within one year of the warning, \$25.00 per offense will be assessed. Only one warning will be given for each type of offense per year. If the residents have been warned of an offense once previously, they will be assessed \$10.00 for the next offense within one year of the warning letter and \$25.00 for each succeeding offense or one week time period of continued non-compliance of the same type of offense within one year of the warning letter.

NOTE: Any complaints concerning infractions of the rules must be made in writing and signed by the unit owner or resident and forwarded to Camco Management or a member of the Board of Directors.

RAINTREE ASSOCIATION, INC.

AMENDMENTS TO THE BY-LAWS

CERTIFIED BY THE BOARD OF DIRECTORS AS THE COMPLETE SET OF
BY-LAWS FOR RAIN TREE ASSOCIATION, INC. ON JUNE 10, 1982, AND AS AMENDED SINCE

Amendments Adopted August 27, 2005

The article or section now reads:

Amendment to Article I – As amended December 11, 1985

ARTICLE I

The name of the corporation is RAIN TREE ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 16535 W. Bluemound Road, Suite 120, Brookfield, Wisconsin, but meetings of members and directors may be held at such places within the State of Wisconsin, County of Milwaukee or County of Waukesha, as may be designated by the Board of Directors.

Amendment to Article IV, Section 2 – As amended December 8, 1993

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year, three directors for a term of two years, and two directors for a term of three years; and at each annual meeting thereafter the members shall elect a director or directors, as the case may be, to fill the expired term or terms. Starting in 1993-4, the directors shall be elected to a term of 2 years, alternating between three (3) and four (4) directors each year.

Amendment to Article XIV, Section 1

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote in person or by proxy of 67% of all unit owners.

Addendum to Article III, Section 6

Section 6. Conducting of Annual Meeting. The President shall preside over the meeting. In case of absence, the presiding shall be performed by the Vice-President, Secretary, or Treasurer, in that order, depending upon presence. The Secretary shall direct a unit owner to assist the management company representative in the counting of ballots cast.

Amendment to Article XIII, Section 3, paragraph 7 – As added December 8, 1989

Section 3. Leasing or Renting of Unit

(The first six paragraphs remain as before)

No solely non-unit owner occupancy for 3 years after purchase except on the death of the unit owner or approval by board.

RAINTREE ASSOCIATION, INC.

AMENDMENTS TO THE BY-LAWS

CERTIFIED BY THE BOARD OF DIRECTORS AS THE COMPLETE SET OF
BY-LAWS FOR RAIN TREE ASSOCIATION, INC. ON JUNE 10, 1982, AND AS AMENDED SINCE

Published adopted amendments to the June 10, 1982, By-Laws of Raintree Association, Inc.

Amendment to Article XI, Assessments – Adopted December 1, 1983*
Amendment to Article I, (name and office location)– Adopted December 11, 1985*
Amendment to Article IV, Section 1, Number (of directors) – Adopted December 3, 1987*
Addendum to Article XIII, Section 3, Leasing or Renting of Unit – Adopted December 8, 1989*
Amendment to Article IV, Section 2, Term of Office – Adopted December 8, 1993
Amendment to Article XIII, Section 2, Paragraph 2, Infractions of Association Rules and Regulations – Adopted
January 4, 1995
Amendment to Article I (as amended December 11, 1985), (name and office location) – Adopted August 27, 2005
Amendment to Article IV, Section 2 (as amended December 8, 1993), Term of Office – Adopted August 27, 2005
Amendment to Article XIV, Section 1, Amendments – Adopted August 27, 2005
Addendum to Article III, Section 6, Conducting of Annual Meeting – Adopted August 27, 2005
Amendment to Article XII, Section 3, paragraph 7 (as added December 8, 1989), Leasing or Renting of Unit –
Adopted August 27, 2005

*Submitted as certified list of Amendments on December 5, 1990

CERTIFICATION

December 2005

We, the undersigned, do hereby certify, that we are the duly elected Board of Directors of
RAINTREE ASOCIATION, INC., a Wisconsin Corporation, and that the above list of
previously published amendments constitute the only amendments to the latest complete set of
by-laws of Raintree Association as certified by the Board of Directors on June 10, 1982.

WE have hereunto subscribed our names and affixed the seal of the ASSOCIATION.

<u>Name</u>	<u>Date</u>
<u>Mark Wimmer</u>	<u>12/7/05</u>
<u>Michael J. Mahk</u>	<u>11</u>
<u>Gregory B. Bux</u>	<u>11</u>
<u>Lassandra G. Gitter</u>	<u>11</u>
<u>B. B.</u>	<u>11</u>
<u>J. J. R.</u>	<u>11</u>
_____	_____

BY-LAWS
OF
RAINTREE ASSOCIATION, INC.

ARTICLE I

The name of the corporation is RAINTREE ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 12700 W. Bluemound Road, Elm Grove, Wisconsin, but meetings of members and directors may be held at such places within a 25 mile radius from the property, as may be designated by the Board of Directors.

ARTICLE II

The terms "Unit", "Condominium Map", "Property", "General Common Area", "Limited Common Area", "Condominium Interest", "Unit Owner", "Declarant", "Building", "Association", "Member", and "Common Expenses", etc., shall have the same meaning herein as set forth in ARTICLE I, DEFINITIONS of the Condominium Declaration for RAINTREE, which Declaration dated September 20, 1973, is recorded with the Register of Deeds of Milwaukee County, Wisconsin, in Reel 749 at Images 571-606, inclusive.

ARTICLE III

MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held within six (6) weeks following the conveyance by the Declarant of three-fourths (3/4) of the condominium interests situate in RAINTREE, but in any event shall be held on or before December 31, 1974. Subsequent regular annual meetings of the members shall be held as the Board of Directors may decide at the first meeting of the Board following the first annual meeting of the members. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of one-fourth of the members who are entitled to vote.

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 mailing a copy of such notice, postage prepaid, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to 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, fifty-one percent (51%) of the votes, 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. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his condominium interest.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of seven (7) directors who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year, three directors for a term of two years, and two directors for a term of three years; and at each annual meeting thereafter the members shall elect a director or directors, as the case may be, to fill the expired term or terms.

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. In the event of death, resignation, or removal of a director, his successor, who must be a member of the Association, shall be selected by the remaining members of the Board for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

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 a majority of the directors. Any such action so approved shall have the same effect as though taken at a meeting of the directors.

In the event of an emergency where damage has occurred or is about to occur to common areas, common property, or structures, a verbal vote which is to be reaffirmed in writing by or at the next regular board meeting shall be considered as an action taken by the board as though a meeting had taken place.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members only.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provision of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that

meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days' notice to each director.

Section 3. Quorum. A majority of the number of 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 an act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use of the General and Limited 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 and right to use of the recreational facilities 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 sixty (60) days for infraction of published rules and regulations;

(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 provision of these By-laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) authorize the officers to enter into one or more management agreements with third parties in order to facilitate efficient operation of the Property. It shall be the primary purpose of such management agreements to provide for the administration, management, repair and the maintenance of the Property, all improvements included therein and designated as General and Limited Common Areas, the roof and exterior walls of the buildings, and the receipt and disbursement of funds as may be authorized by the Board of Directors. The terms of said management agreements shall be as determined by the Board of

Directors to be in the best interests of the Corporation, and shall be subject in all respect to the Articles of Incorporation, these By-laws, and the Declaration.

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 in writing thereof to the members at the annual meeting of 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 thirty (30) days in advance of each annual assessment period; and
- (3) file a lien against any property for which assessments are not paid within ninety (90) days after due date and to bring an action at law against the owner personally obligated to pay the same;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) to procure and maintain adequate liability insurance and to procure adequate hazard insurance on property owned by the Association, as the Directors deem advisable;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the General and Limited Common Areas to be maintained;

(h) cause the exterior of the dwellings to be maintained.

(i) when procuring goods or services exceeding \$250.00 (indexed yearly by Consumer Price Index, base 1981), the process must be preceded by the securing of bids from a minimum of three

sources. The bidders providing maintenance must provide a certificate of liability insurance. The selection of the bidder must be approved by a majority of the Board of Directors members. The agreement to attain goods and services over \$250.00 must be written as a contract and this contract must be signed by the president and one other officer. In the event three parties are not interested in presenting free bids, after an attempt to secure the bids, the minimum of three bids clause may be waived by a vote of the majority of board directors. In the event of an emergency where damage has occurred or is about to occur to common areas or property or any structures, the minimum of three bids clause may be waived by a verbal vote of a majority of the directors without a meeting taking place.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer 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 first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year 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. Any officer may be removed from office with or without cause by the Board. 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 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 promissory notes.

(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 of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the 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 direct the deposits of all moneys to appropriate bank accounts of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all 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 within thirty (30) days of the close of the fiscal year, and have a copy delivered to each of the members. All Association checks shall be dual officer signature checks, one being that of the treasurer, except in the absence of the treasurer; then the president and one other officer must sign the checks.

ARTICLE IX

COMMITTEES

The Association shall appoint a Nominating Committee as provided in these By-laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

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; copies shall be provided to each member.

ARTICLE XI

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 a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, shall assess a five dollar (\$5.00) late charge for each month said fee is delinquent more than 30 days, and may bring suit for and on behalf of the Association, as representative of all members, to enforce the collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of the suit and the legal interest, together with a reasonable attorney's fee. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the General Common Area or abandonment of his condominium interest.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: RAINTREE ASSOCIATION, INC., with the word "SEAL" in the center.

ARTICLE XIII

DUTIES AND OBLIGATIONS OF UNIT OWNERS

Section 1. Usage. The units and the common areas and facilities and limited common areas (hereinafter in this article collectively referred to as commons) shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association.

Section 2. Infractions of Association Rules and Regulations. Rules are promulgated by the Board of Directors to protect the property value and to ensure the enjoyment of the common property by all Raintree homeowners and residents.

Any infraction of the stated rules will result in the responsible resident being assessed liquidated damages for the violation. This assessment will be added on to the monthly maintenance fee and will be payable with the following month's fee. Any moneys paid will first be applied to these assessments and the remaining amount to the maintenance fee. Any monthly maintenance fee in arrears of 90 days will result in the collection at small claims court and/or a lien being filed on the resident's unit for the amount.

A first infraction of a rule will be replied to with a letter of warning from the management agent as directed by a Board member. If the condition or violation is not cleared or stopped within one week from the date of the receipt of the letter, then a \$10 liquidated damages amount will be assessed. For each succeeding act of the same offense or one week time period of continued non-compliance within one year of the warning, \$25.00 per offense will be assessed. Only one warning will be given for each type of offense per year. If the residents have been warned of an offense once previously, they will be assessed \$10.00 for the next offense within one year of the warning letter and \$25.00 for each succeeding offense or one week time period of continued non-compliance of the same type of offense within one year of the warning letter.

Section 3. Leasing or Renting of Unit. No unit shall be rented for transient or hotel purposes. No unit owner shall rent or lease a unit other than on a written form of lease which requires the lessee to comply with the Condominium Declaration and By-Laws, rules, regulations, and policies, and provides that failure to comply constitutes a default under the lease.

When an owner leases/rents his/her unit, he/she relinquishes to the lessee, for the term of the lease agreement, the privileges he/she would normally exercise with respect to recreation, parking areas, and facilities of Raintree Condominiums.

Any owner who wishes to lease his/her unit must file a written request for approval to lease the unit with the Association Board of Directors.

In addition to the acquisition of approval of the written request for leasing, the unit owner must submit the names of all occupants of the unit, the license numbers of motor vehicles of the tenants, the telephone number of the unit, the owner's new mailing address, the owner's new telephone number, a copy of the lease agreement signed by the lessee which evidences acceptance of all rules, regulations, and policies of the Association, and a deposit in an amount equal to six month's current rate of

maintenance fees prior to the occupancy by tenants. If all lease agreement stipulations have been complied with, and there are no liens, unpaid liquidated damages assessment fees, unpaid maintenance fees, or unpaid late charges levied against the unit, the deposit will be refunded upon termination of the lease agreement.

The Association Declaration and By-Laws, rules, regulations, and policies shall govern the actions of the lessee(s) and members of his/her/their households. Copies of the Association rules, regulations, and policies will be available from the professional management company, and must be accepted by the lessee. Compliance with all rules, regulations, policies, and by-laws by owners and lessees, their families and/or members of households, their guests, and employees of owners or lessees is the responsibility of the owner. Violations will be called to the attention of the violator and owner. Disagreement concerning violations will be presented to and judged by the Board of Directors for action. If the conduct or action is deemed to be in violation and does not cease and desist upon notification by the Board of Directors, then the Board of Directors shall have the right to enforce the rules, regulations, and policies in the manner described in the Declaration and By-Laws. Any attorney's fees, filing fees, and other expenses incidental to the enforcement of the rules by the institution of legal proceedings shall be paid by the owner of the condominium unit deemed to have violated these rules.

No subleasing or subrenting of any unit shall be allowed.

Section 4. Obstructions. There shall be no obstruction of the common areas and facilities and nothing shall be stored on the lawn or in the cabana without prior consent of the Association.

Section 5. Affecting Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance.

Section 6. Alteration, Construction, or Removal. Nothing shall be altered, constructed in or on, or removed from the common areas and facilities or exterior surfaces of structures, except upon the prior written consent of the Association.

Section 7. Maintenance and Repair of Units. Every unit owner must perform properly all maintenance and repair work within his unit which, if omitted, would affect a portion of the project or the project in its entirety or a portion belonging to another owner, and such owner shall be personally liable to the Association for any damages caused by his failure to do so.

ARTICLE XIV

AMENDMENTS

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

ARTICLE XV

MISCELLANEOUS

Section 1. Subordination. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 2. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 3. Indemnity of Officers and Directors. All officers and Directors of the Association (together with their personal representatives, heirs, successors, and assigns) shall be indemnified and held harmless by the Association against all loss, liability, damages, costs, and expenses (including reasonable attorney's fees) incurred in connection with any claim, suit, or proceeding in which that person is a party by reason of being such a Director or officer, provided the Director or officer acted in good faith and without willful or intentional misconduct. In the event of any settlement, indemnification shall be provided only for such matters covered by the settlement as to which the Association is advised by counsel that the indemnitee acted in good faith and without willful or intentional misconduct as such Director or officer with respect to the matter in issue.

All rights of indemnification shall be in addition to all other rights such officers or Directors may have as a matter of law.

All liability, costs, and expenses incurred by the Association by reason of any indemnification of officers or Directors as provided under this section or by reason of indemnification of any other person as may be required by law, shall be considered a common expense.

The Association shall not be required to indemnify any unit owner or joint owner (regardless of whether such person is or has been an officer or Director of the Association) for any liability, cost, or expense incurred as a unit owner or joint owner under the Wisconsin Unit Ownership Act, the Declaration, the Articles, these By-laws, or any Association rules, regulations, or policies.

IN WITNESS WHEREOF, we being all of the directors of RAINTREE ASSOCIATION, INC., have hereunto set our hands this tenth day of June, 1982.

Rodney J. Robert
Murray Friedman
Karen Frankie
Elizabeth Allen
Harry Ryan
Douglas E. Roy
Steve Holt

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of RAINTREE ASSOCIATION, INC., a Wisconsin corporation, and

THAT the foregoing By-Laws constitute the complete By-Laws of said RAINTREE ASSOCIATION, INC., as duly adopted at the initial annual meeting of the Association at the time of development by Embassy Construction Corp. in 1973 and as amended at general and annual meetings of RAINTREE ASSOCIATION, INC., held on the twenty-first day of June, 1979, the sixth day of December, 1979, and the tenth day of December, 1981.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of this Association this tenth day of June, 1982.

Karen Frankie

STATE OF WISCONSIN) SS.
MILWAUKEE COUNTY)

Subscribed and sworn to before me on this 10th

day of June, 1982.

Witness my hand and official seal.

My commission expires Dec. 23, 1984.

Robert J. Carr
Notary Public

BY-LAWS GOVERNING RULES

Section 2. Infractions of Association Rules and Regulations.

Rules are promulgated by the Board of Directors to protect the property value and to ensure the enjoyment of the common property by all Raintree homeowners and residents.

Any infraction of the stated rules will result in the responsible resident being assessed liquidated damages for the violation. This assessment will be added on the monthly maintenance fee and will be payable with the following month's fee. Any moneys paid will first be applied to these assessments and the remaining amount to the maintenance fee. If any member or resident fails to comply with such rules, the Board of Directors, in the name of the Association, may sue the member or resident for such liquidated damages or for injunctive relief, or both, together with costs and actual attorney fees.

A first infraction of a rule will be replied to with a letter of warning from Camco Management as directed by a Board member. If the condition or violation is not cleared or stopped within one week from the date of the receipt of the letter, then a \$10.00 liquidated damages amount will be assessed. For each succeeding act of the same offense or one week time period of continued non-compliance within one year of the warning, \$25.00 per offense will be assessed. Only one warning will be given for each type of offense per year. If the residents have been warned of an offense once previously, they will be assessed \$10.00 for the next offense within one year of the warning letter and \$25.00 for each succeeding offense or one week time period of continued non-compliance of the same type of offense within one year of the warning letter.

NOTE: Any complaints concerning infractions of the rules must be made in writing and signed by the unit owner or resident and forwarded to Camco Management or a member of the Board of Directors.

12/1/83

RAINTREE CONDOMINIUM ASSOCIATION
CHANGE TO THE BY-LAWS AS PASSED AT THE ANNUAL MEMBERSHIP MEETING
BY THE HOMEOWNERS

ARTICLE XI

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 continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If a member of the Association is in default in payment of any charges or assessments for a period of more than fifteen (15) days, the Board of Directors, in the name of the Association, shall assess a five dollar (\$5.00) late charge for each month said fee is delinquent more than fifteen (15) days, and may bring suit for and on behalf of the Association, as representative of all members, to enforce the collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of the suit and legal interest, together with a reasonable attorney's fee. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the General Common Area or abandonment of his condominium interest.

Each Homeowner should add this to his copy of the By-Laws, as it has now become a part of the Operational Procedure.

Unanimously approved 1/4/95

RAINTREE ASSOCIATION, INC.

Proposed By-Law Change:

Section 2, Article XIII

Any infraction of the stated rules will result in the responsible resident being assessed liquidated damages for the violation. This assessment will be added on to the monthly maintenance fee and will be payable with the following month's fee. Any moneys paid will first be applied to these assessments and the remaining amount to the maintenance fee. Any monthly maintenance fee in arrears of 90 days will result in the collection at small claims court and/or a lien being filed on the resident's unit for the amount. If any member or resident fails to comply with such rules, the Board of Directors, in the name of the Association, may sue the member or resident for such liquidated damages or for injunctive relief, or both, together with costs and actual attorney fees.

Approve _____

Disapprove _____

Copied for HM
11/12/93

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

PASSED UNANIMOUSLY

NOW READS:

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year, three directors for a term of two years, and two directors for a term of three years; and at each annual meeting thereafter the members shall elect a director or directors, as the case may be, to fill the expired term or terms.

PROPOSED CHANGE:

Section 2. Term of Office. At the first annual meeting the members shall elect two directors for a term of one year, three directors for a term of two years, and two directors for a term of three years; and at each annual meeting thereafter the members shall elect a director or directors, as the case may be, to a term of 2 years. The terms will be staggered in 1993 so that there will be (3) 2 year terms and (4) 1 year terms.

RAINTREE ASSOCIATION, INC.

AMENDMENTS TO THE BY-LAWS
CERTIFIED BY THE BOARD OF DIRECTORS AS THE COMPLETE SET OF
BY-LAWS FOR RAIN TREE ASSOCIATION, INC. ON JUNE 10, 1982

Amendment to Article XI -- Adopted December 1, 1983

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 a member of the Association is in default in payment of any charges or assessments for a period of more than fifteen (15) days, the Board of Directors, in the name of the Association, shall assess a five dollar (\$5.00) late charge for each month said fee is delinquent more than fifteen (15) days, and may bring suit for and on behalf of the Association, as representative of all members, to enforce the collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of the suit and the legal interest, together with a reasonable attorney's fee. No Owner may waive or otherwise escape liability for assessments provided for herein by nonuse of the General Common Area or abandonment of his condominium interest.

Amendment to Article I -- Adopted December 11, 1985

The name of the corporation is RAIN TREE ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 12700 W. Bluemound Road, Elm Grove, Wisconsin, but meetings of members and directors may be held at such places within a 25 mile radius from the property, as may be designated by the Board of Directors.

Amendment to Article IV Section 1 -- Adopted December 3, 1987

Section 1. Number. The affairs of this Association shall be managed by the Board of seven (7) directors who must be members of the Association.

Addendum to Article XIII Section 3 -- Adopted December 8, 1989

No solely non-unit owner occupancy for 1 year after purchase except on the death of the unit owner or approval by board.

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 1048 on

4797866

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Reel 749 Image 606 ind
W. B. Cuyah
REGISTER OF DEEDS

CONDOMINIUM DECLARATION FOR RAINTREE

THIS DECLARATION, made on the date hereinafter set forth, by
EMBASSY CONSTRUCTION CORP., a Wisconsin corporation, hereinafter
referred to as "Declarant";

WITNESSETH:

WHEREAS, Declarant is the owner of certain real estate in the City
and County of Milwaukee, State of Wisconsin, which is more specifically
described as follows:

The South Fifteen (15) acres of the North Twenty-five (25) acres
of the West Forty (40) acres of the North West One-quarter (1/4)
of Section Twenty-three (23), Township Eight (8) North, Range
Twenty-one (21) East, in the County of Milwaukee, State of
Wisconsin, and also the North Ten (10) acres of the South Thirty
(30) acres of the West One-half (1/2) of the North West One-
quarter (1/4) of Section Twenty-three (23), Township Eight
(8) North, Range Twenty-one (21) East, excepting the West
33.00 feet taken for public street purposes, being more
particularly bounded and described as follows: Commencing
at the South West corner of said One-quarter (1/4) section;
thence North 01° 10' 00" East along the West line of said One-
quarter (1/4) Section 665.28 to a point; thence 89° 58' 15" East
33.61 feet to the point of beginning of the parcel to be described;
thence North 01° 10' 00" East and parallel to the West line of said
One-quarter (1/4) Section 1331.91 feet to a point; thence North 89°
56' 45" East 633.15 feet to a point; thence South 01° 13' 00" West
999.16 feet to a point; thence North 89° 57' 52.5" East 665.28 feet
to a point; thence South 01° 16' 00" West 333.13 feet to a point;
thence South 89° 58' 15" West 1296.97 feet to the point of beginning.

WHEREAS, Declarant desires to improve the above-described property by
constructing thereon sixty-one (61) separate buildings, each containing four (4)
condominium units, as hereinafter defined, for a total of Two Hundred Forty-Four
(244) such units; and

WHEREAS, Declarant desires to establish, by this Declaration, a plan for
the individual ownership of condominium units, as hereinafter defined, located
in said buildings together with co-ownership, as tenants-in-common, of both

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common and limited areas and facilities, as those terms are hereinafter defined, which consist of the remainder of the above described real property and improvements thereon; such plan is hereby declared to be for the benefit of the real property described above and the owners thereof, their heirs, successors, administrators, grantees and assigns, and to designate said real property as a condominium under the provisions of the Unit Ownership Act of the State of Wisconsin, Chapter 703, Wisconsin Statutes and acts amendatory thereto;

NOW, THEREFORE, Declarant hereby declares that all of the property described above shall be held, sold and conveyed subject to the following covenants, conditions, easements and restrictions which shall run with the land and be binding upon all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, administrators, grantees and assigns.

ARTICLE I

DEFINITIONS

Section 1. "Unit" shall mean the separate freehold estate consisting of the space bounded by and contained within the interior surfaces of the perimeter walls, floors, ceilings, windows and doors of each separately designated living unit shown upon the condominium map, excluding, however, all bearing walls, columns, floors, roofs, foundations, reservoirs, tanks, pumps and other central services, pipes, ducts, flues, chutes, conduits, wires and other utility installations, wherever located, except the outlets thereof when located within the Unit. In interpreting deeds, declarations and plans, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be its boundaries rather than the metes and bounds (or other description) expressed in the deed, plan or declaration, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and declaration and those of the building.

Section 2. "Condominium Map" shall be that Map prepared by a registered

engineer properly locating the Condominium Units and identifying each Unit as provided in the Unit Ownership Act of the State of Wisconsin.

Section 3. "Property" as used herein shall mean and refer to the airspace, the land, all improvements and structures thereon, all owned in fee simple absolute, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith.

Section 4. "General Common Area" shall mean all of the Property and the improvements thereon except the Condominium Units and except the portions deeded to fewer than all the owners.

Section 5. "Limited Common Area" shall mean any portion of the Property except the Condominium Units conveyed for the use of enjoyment of fewer than all of the Owners.

Section 6. "Condominium Interest" shall mean the following:

- (a) Fee simple title to a Condominium Unit; together with
 - (b) An undivided one-fourth (1/4) interest in and to the condominium building within which such Unit is located;
 - (c) An undivided one-two hundred forty-fourth (1/244) interest as tenants-in-common with all other owners, in the Common Area and facilities, as hereinbefore defined;
 - (d) The exclusive right to use as a Limited Common Area two (2) of the parking spaces, within and adjacent to the building in which the Condominium Unit is located, together with a storage cabinet, bearing the same number as the Condominium Unit all as shown upon the condominium location map; and
 - (e) A membership in the Association, as hereinafter defined, subject to this Declaration and the Articles of Incorporation and By-Laws of said Association.
- The foregoing elements of a Condominium Interest shall be inseparable and any conveyance of a Condominium Unit shall be deemed to convey said elements, whether set forth in the instrument of conveyance or not.

Section 7. "Unit Owner" shall mean the owner of a Condominium Interest as hereinabove defined, whether one or more persons, or any other legal entity.

Section 8. "Declarant" shall mean Embassy Construction Corp., a Wisconsin corporation.

Section 9. "Building" as used herein, shall refer to one of the Sixty-One (61) residential structures located upon the Property, each of which contains four (4) Condominium Units.

Section 10. "Association" shall mean RAINTREE ASSOCIATION INC., a corporation formed under the nonstock corporations statute, Chapter 181, of the laws of the State of Wisconsin. The Association shall manage, maintain, repair and administer the Property and the improvements thereon including assessment, collection and disbursement of common expenses and the enforcement, all as hereinafter provided in this Declaration and the Articles of Incorporation and By-Laws of the Association.

Section 11. "Member" shall mean a member of the Association and the Owner of a Condominium Interest. When more than one person owns a Condominium Interest, all such persons shall be Members. The vote for each Condominium Interest shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Condominium Interest. Cessation of ownership of a Condominium Interest shall terminate membership.

Section 12. "Common Expenses" shall mean,

(a) All sums lawfully assessed against the unit owners by the Association of unit owners; and

(b) Expenses declared to be common expenses under the provisions of Chapter 703 Wisconsin Statutes, and acts amendatory thereto or by this Declaration or the By-Laws of Raintree Association Inc.

Section 13. "Unit Number" means the number and alphabetical letter combination designating a unit as defined in this Declaration and as recorded on the Condominium Map.

Section 14. "Common Profits" shall mean the balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

Section 15. "Declaration" shall mean this instrument by which the heretofore described property is made subject to Chapter 703, Wisconsin Statutes, and acts amendatory thereto and such amendments as may be from time to time enacted.

Section 16. "Person" shall mean individual, corporation, partnership, association, trustee or other legal entity.

Section 17. "Majority" or "Majority of Unit Owners" shall mean the unit owners with more than 50% of the votes in accordance with the votes designated in this Declaration to the units for voting purposes.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area and facilities which shall be appurtenant to and shall pass with the title to the Condominium Unit, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by a Unit Owner for any period during which any assessment against his Unit remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(c) the right of the Association to limit the number of guests of members;

(d) the right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Area and facilities and in aid thereof to mortgage said Property and the rights of such mortgages in such Property shall be subordinate to the rights of the homeowners hereunder; and

(e) the right of the Association, through its Board of Directors, to determine the time and manner of use of the recreation facilities by the Members.

Section 2. Delegation of Use. Any Unit Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Condominium Unit shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any such Unit.

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

Class A. Class A members shall be all Owners with the exception of the Declarant, 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.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) On June 1, 1975.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments.

The Declarant, for each Unit owned within the Property, herein covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges for common expenses, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. All sums assessed by the Association of Unit Owners but unpaid for the share of common expenses or special assessments chargeable to any Unit shall constitute a lien on such Unit and on the undivided

Interest in common areas and facilities appurtenant thereto prior to all liens except only (a) liens of general and special taxes, (b) all sums unpaid on a first mortgage recorded prior to the making of such assessments, and (c) mechanic's liens filed prior to the making of such assessments. Such lien may be foreclosed by suit of the Board of Directors of the Association of unit owners, acting on behalf of the unit owners, in like manner as a mortgage of real property. In any such foreclosure the unit owner shall be required to pay a reasonable rental for the unit at the discretion of the Board of Directors of the Association of unit owners, and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect such rent. The Board of Directors of the Association of unit owners, acting on behalf of the unit owners, may, at its discretion, bid on the unit at foreclosure sale, and acquire and hold, lease, mortgage and convey the same. A suit to recover a money judgment for unpaid common expenses or special assessments may be maintained without foreclosing or waiving the lien securing the same.

Where the holder of a first mortgage of record or other purchaser of a unit obtains title to the unit and the undivided interest in the common areas and facilities appurtenant thereto as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall not be liable for the share of the common expenses or assessments or special assessments by the Association of unit owners chargeable to such unit which became due prior to the acquisition of title to such unit by such acquirer. Such unpaid share of common expenses or special assessments shall be deemed to be the common expenses collectible from all of the unit owners excluding such acquirer, his successors and assigns.

In a voluntary conveyance the grantee of a unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. The Association of unit owners through its Board of Directors shall provide such grantee with a statement setting forth the amount of unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the unit conveyed be

subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

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 in the Property and for the improvement, management and maintenance of the Common Area and facilities and of the Limited Common Area situated upon the Property, including professional management fees.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be Thirty and no/100 dollars (\$30.00) per Unit per month.

(a) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment 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 Area and facilities and Limited Common Area, 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 members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized under Sections 3 & 4.

Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Rate of Assessment. Both annual and special assessments must be fixed at uniform rate for all Condominium Units.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to each Unit on the first day of the month following the conveyance of such Unit by Declarant to an Owner or occupancy of said Unit, whichever shall first occur. The first annual assessment shall be adjusted according to the number of months remaining in the 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 therein. The due dates shall be established by the Board of Directors, and, unless otherwise provided, the Association shall collect each month, in advance, from the Owner of each Unit one-twelfth (1/12) of the annual assessment for such Unit. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. Such certificates shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid when due, it shall bear interest from the due date at a rate prescribed by

the Board of Directors of the Association of unit owners.

Section 9. Insurance Assessments. The Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain insurance for all the buildings owned by the Association against loss or damage by fire or other hazards in an amount sufficient to cover the full replacement cost of any repair or reconstruction work in the event of damage or destruction from any hazard, and shall also obtain a broad form public liability policy covering all the common and limited areas and facilities, and all damage or injury caused by the negligence of the Association or any of its agents. Said insurance may include coverage against vandalism. Premiums for all such insurance shall be common expenses. All such insurance coverage shall be written in the name of the Association as Trustee for each of the Condominium Unit Owners in equal proportions. The Association shall furnish each Owner a certificate of insurance and shall furnish each mortgagee a copy of the policy and riders thereto on a certificate. The insurance shall provide that it will be noncancelable as to any mortgagee until such mortgagee has been given at least thirty (30) days' notice of intended cancellation. It shall be the individual responsibility of each Owner at his own expense to provide, as he sees fit, hazard insurance, homeowner's liability insurance, theft and other insurance covering personal property damage and loss.

In the event of damage or destruction by fire or other casualty to any Property covered by insurance written in the name of the Association, the Board of Directors shall, with concurrence of the mortgagee, if any, upon receipt of the insurance proceeds, contract to rebuild or repair such damaged or destroyed portions of the Property to as good condition as formerly. All such insurance proceeds shall be deposited in a bank or other financial institution, the accounts of which bank or institution are insured by a Federal governmental agency, with the provision agreed to by said bank or institution that such funds may be withdrawn only by signature of at least two (2) of the members of the Board of Directors. The Board of Directors shall advertise for sealed bids with any licensed contractors, and then may negotiate

with any contractor, who shall be required to provide a full performance and payment bond or other assurance of completion satisfactory to the Board of Directors for the repair, reconstruction or rebuilding of such destroyed Building or Buildings.

Should any mortgagee refuse to allow reconstruction with insurance proceeds attributable to a damaged or destroyed unit covered by a mortgage held by such mortgagee, the owner of such Unit shall nonetheless have the right to request the repair or reconstruction of each Unit upon demonstrating to the Board of Directors such owner's ability to cause the repayment of any money attributable to the cost of such repair or reconstruction without resort to the proceeds of the insurance proceeds payable to the dissenting mortgagee.

Should less than all mortgagees holding mortgages upon a damaged or destroyed building consent to its reconstruction or repair, and in the event that the Owners of the Units affected by such dissenting mortgagees fail to exercise the option granted them in the preceding paragraph, then and in that event the Association, through its Board of Directors, shall have the option of causing such Units to be repaired and restored at the expense of the Association as a whole. The cost of repair or reconstruction of such Units shall be borne by the Association through special assessment of all Members as provided in Article IV hereof. Upon the sale of such Units, the proceeds thereof shall either be distributed to the then Members of the Association or held by the Association and credited against the next regular assessments payable by the Members.

Whether the Association causes reconstruction or repair of units wherein the mortgagees of such Units have refused to participate in such reconstruction and repair through the use of insurance proceeds as hereinabove provided, or whether the Association decides to demolish and landscape the area formerly occupied by such Units, each mortgagee upon receipt of the insurance funds payable under any loss payable clause, shall execute and deliver a request for release of its mortgage, accompanied by the cancelled note and mortgage, and each owner, upon the receipt of the proceeds to which such Owner is entitled over and above the amounts

payable to the mortgagee, if any, shall execute a deed conveying such Owner's interest to the Association. The failure of any mortgagee or of any Owner to execute the documents required in the preceding sentence shall give the Association the right to seek specific performance against such mortgagee or Owner in any court of competent jurisdiction, and the costs thereof, together with a reasonable attorney's fee, shall be chargeable to such mortgagee or Owner.

In the event that the amount of insurance proceeds are insufficient to complete repair or reconstruction wherein all mortgagees of a Building have consented to the use of proceeds for rebuilding, the excess required to complete such repair or reconstruction shall be borne equally by the Owners of the undivided interests in the Building, and the Board of Directors may require such assurances of payments from the respective Owners as it may deem advisable. The failure of an Owner to give such assurances shall entitle the Association to a lien to be served, recorded and foreclosed as provided in Section 8 of Article IV hereof.

ARTICLE V

ARCHITECTURAL CONTROL

Subsequent to the development by declarant of the real estate in accordance with its original plan and design approved by the City of Milwaukee under its planned development ordinance, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee established by the Board of Directors. In the event the Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the Units upon the Property 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 equal proportions to such use.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it; and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in equal proportions without prejudice, however, to the right of any such Owners to call for a larger contribution from the others under any rule or law regarding liability or negligent or willful acts or omissions.

Section 4. Weather Proofing. Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. 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 6. Arbitration. In the event of any dispute arising concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator; and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefor, the Board of Directors

of the Association shall select an arbitrator for the refusing party.

ARTICLE VII

MAINTENANCE

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Area, the Association shall provide exterior maintenance upon each of the sixty-one (61) Buildings as follows: paint, repair, replace and maintain roofs, gutters, downspouts, and exterior building surfaces. Expenses for such maintenance shall be Common Expenses. Such exterior maintenance shall not include glass surfaces, screens and screen doors, and exterior door and window hardware.

Section 2. Maintenance of Limited Common Area. In addition to the exterior maintenance as provided under the terms of Section 1 above, the Association shall provide maintenance of the Limited Common Areas of the buildings except for utility lines, mechanical equipment and fixtures which serve only one Condominium Unit, electrical fixtures and equipment which serve only one Condominium Unit, and such fixtures and equipment which are located within the Condominium Units. Expenses for maintenance provided under the terms of this Section shall be Common Expenses.

Section 3. Maintenance of Condominium Unit Interiors. Maintenance of the interior surfaces of each Condominium Unit, together with the utility lines, mechanical equipment and fixtures which serve only one Condominium Unit, electrical fixtures and equipment which serve only one Condominium Unit, and such fixtures and equipment which are located within the Condominium Units; and glass surfaces, screens and screen doors and exterior door and window hardware appurtenant to each Condominium Unit shall be the responsibility of each Condominium Owner. The expense of such maintenance shall be borne solely by each such Owner. An Owner shall do no act nor any work which will impair the structural soundness or integrity of another Condominium Unit, nor impair any easement or hereditament nor do any act nor allow any condition to exist which

will adversely affect the other Condominium Units or their Owners.

Section 4. Willful or Negligent Damage. In the event that the need for maintenance or repair, under the provisions of Sections 1 or 2 above, is caused through the willful or negligent act of the Owner, his family, guests or invitees, the cost of such maintenance or repair shall be added to and become a part of the assessment to which such Unit is subject.

ARTICLE VIII

USE RESTRICTIONS

Section 1. Building Restrictions. Said Property is hereby restricted to residential dwelling for residential use except such areas and facilities as the Board of Directors shall declare to be for the use of all the Owners. All Buildings or structures erected upon said Property shall be of new construction and no Buildings or structures shall be moved from other locations onto said Property and no subsequent Buildings or structures other than the type approved by the City of Milwaukee under its planned development ordinance shall be constructed. No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any portion of said Property at any time as a residence either temporarily or permanently.

Section 2. Unit Conveyance. Each Condominium Unit shall be conveyed as a separately designated and legally described freehold estate subject to the terms, conditions and provisions hereof.

Section 3. Declarant's Right to Temporary Facilities. Notwithstanding any provisions herein contained to the contrary, it shall be expressly permissible for Declarant or the Builder of said Buildings to maintain during the period of construction and sale of said Condominium Units upon such portion of the premises as Declarant deems necessary, such facilities as in the sole opinion of Declarant may be reasonably required, convenient or incidental to the construction and sale of said Units including, but without limitation, a business office, storage area, construction yards, signs, model units and sales office.

Section 4. No Animals to be Used for Commercial Purposes. No animals, livestock or poultry of any kind shall be raised, bred or kept on any of said property, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. The foregoing provision as it pertains to dogs, cats and other household pets may be modified, altered or changed by the Board of Directors of the Association without the necessity of amending this declaration.

Section 5. Sign Restriction and Building Limitation. No advertising signs, billboards, unsightly objects, or nuisances shall be erected, placed or permitted to remain on said Property, nor shall said Property be used in any way or for any purpose which may endanger the health or unreasonably disturb the Owner of any Unit or resident thereof. No business activities of any kind whatever shall be conducted in any building or in any portion of said property; provided, however, the foregoing covenants shall not apply to the business activities, signs, and billboards, or the construction and maintenance of buildings, if any, of Declarant, its agents and assigns during the construction and sale period, and of the RAINTREE ASSOCIATION, INC., a nonstock corporation incorporated or to be incorporated under the laws of the State of Wisconsin, its successors and assigns, in furtherance of its powers and purposes as hereinafter set forth.

Section 6. Special Conditions. All clotheslines, equipment, garbage cans, service yards, woodpiles, or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from view of neighboring Units and streets. All rubbish, trash, or garbage shall be regularly removed from the premises, and shall not be allowed to accumulate thereon. No exterior clotheslines shall be permitted upon the Property.

Section 7. Planting Restrictions. No planting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon said property except such as are installed in accordance with the initial construction of the Buildings located thereon or as approved by the Association's Board of Directors or their designated representative. Except for the right of ingress and egress, the

Owners of Units are hereby prohibited and restricted from using any of said Property outside the exterior building lines, except as may be allowed by the Association's Board of Directors. It is expressly acknowledged and agreed by all parties concerned that this paragraph is for the mutual benefit of all Owners of Units in RAINTREE, and is necessary for the protection of said Owners.

Section 8. Exterior Antennae Restriction. Without prior written approval and the authorization of the Board of Directors, no exterior television or radio antennae of any sort shall be placed, allowed or maintained upon any portion of the improvements to be located upon the Property, nor upon any structures situated upon the Property other than an aerial for a master antenna system, should any such master system or systems be utilized and require any such exterior antenna.

Section 9. Discrimination Restriction. No action shall at any time be taken by the Association or its Board of Directors which in any manner would discriminate against any Owner or Owners in favor of the other Owners.

Section 10. Parking Limitation on Recreational Vehicles. No boats, campers, trailers or snowmobiles shall be stored or parked on any portion of the Common Area for a period longer than twenty-four (24) hours without the prior written consent of and in the location specified by the Board of Directors.

ARTICLE IX

EASEMENTS

Section 1. Application of Easements. Each Condominium Unit and the Property included in the Common Area and Limited Common Area shall be subject to an easement for encroachments created by construction, settling and overhangs, as designated or constructed by the Declarant. A valid easement for said encroachments and for the maintenance of same, so long as it stands, shall and does exist. In the event a Building containing four Condominium Units is partially or totally destroyed, and then rebuilt, the Owners of the Condominium Units so affected agree that minor encroachments of parts of the adjacent units or common or limited areas and facilities due to construction shall be permitted and that a valid easement for said encroachment

and the maintenance thereof shall exist.

Section 2. Description of Blanket Easements. There is hereby created a blanket easement upon, across, over and under all of said Property for ingress, egress, installation, replacing, repairing and maintaining all utilities including but not limited to water, sewers, gas, telephones and electricity, and a master television antenna system. By virtue of this easement, it shall be expressly permissible for the providing electrical and/or telephone company to erect and maintain the necessary poles and other necessary equipment on said Property and to affix and maintain electrical and/or telephone wires, circuits and conduits on, above, across and under the roofs and exterior walls of said Buildings. An easement is further granted to all police, fire protection, ambulance and all similar persons to enter upon the streets and Common Area in the performance of their duties. Further, an easement is hereby granted to the Association, its officers, agents, employees, and to any management company elected by the Association to enter in or to cross over the Common Area provided for herein. Notwithstanding anything to the contrary contained in this paragraph, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Property except as initially programmed and approved by the Declarant or thereafter approved by Declarant or the Association's Board of Directors. Should any utility furnishing a service covered by the general easement herein provided request a specific easement by separable recordable document, Declarant shall have the right to grant such easement on said Property without conflicting with the terms hereof. The easements provided for in this Article IX shall in no way affect any other recorded easement on said premises.

Section 3. Underground Electric Service.

a. Underground single phase electric service shall be available to Two Hundred Forty-Four (244) Units on the aforesaid Property and to the facilities to be constructed on the Common Area, and the metering equipment shall be located at a point to be designated by the utility company. The utility company furnishing the service shall have a maximum twelve (12) foot wide easement along and centered on the underground electric power service conductors installed from the utility company's

easement to the designated point of service on the Building structures.

b. For so long as such underground service is maintained, the electric service to each Condominium Unit and the common facilities shall be uniform and exclusively of the type known as 120/240 Volt, 3-wire, 60-cycle alternating current.

c. Easements for the underground service may be crossed by driveways and walkways provided the Declarant or Builder makes prior arrangements with the utility company furnishing electric service. Such easements for the underground service shall be kept clear of all other improvements, including buildings or other pavings, other than crossing walkways or driveways; and neither Declarant nor any utility company using the easements shall be liable for any damage done by either of them or their assigns, their agents, employees, or servants to shrubbery, trees, flowers, or other improvements of the Owners located on the land covered by said easements.

ARTICLE X

MANAGEMENT AGREEMENTS

Each Owner of a Unit hereby agrees to be bound by the terms and conditions of all management agreements entered into by the Association. A copy of all such agreements shall be available to each Owner. Any and all management agreements entered into by the Association shall provide that said management agreement may be cancelled, prior to the expiration of said agreement, by an affirmative vote of sixty percent (60%) of the votes of each class of the Members of the Association. In no event shall such management agreement be cancelled prior to the effecting by the Association or its Board of Directors of a new management agreement with a party or parties, which new management agreement will become operative immediately upon the cancellation of the preceding management agreement. It shall be the duty of the Association or its Board of Directors to effect a new management agreement prior to the expiration of any prior management contract. Any and all management agreements shall be made with a responsible party or parties having experience adequate for the management of a project of this type.

ARTICLE XI

PARTITION PROHIBITED

The Common Areas and facilities shall remain undivided and no unit owner or any other person shall bring any action for partition or division of any part thereof, unless the property has been removed from the provisions of Chapter 703 of the Wisconsin Statutes under subsection 703.16 and 703.26. Any covenant to the contrary shall be void.

ARTICLE XII

REMOVAL OF THE PROPERTY FROM THE PROVISIONS OF THIS DECLARATION

Section 1. Removal. Subject to the prior or simultaneous release by voluntary encumbrancers of all encumbrances against all Condominium Interests, the Owners of all Condominium Interests in the Condominium Property may remove said Condominium Property from the provisions of this Declaration by conveyance or conveyances duly recorded vesting title to the Condominium Property in a person, corporation, partnership, trustee or other legal entity capable of holding title to real property; or by recording an instrument duly executed and acknowledged by all of said Owners revoking the Declaration and removing the Condominium Property from the provisions of this Declaration. Such removal shall not prevent such property from being again made subject to the provisions hereof.

Section 2. Effect. Such removal shall have the effect of removing such property from the provisions of this Declaration, including any effect of the Declaration or other matters recorded, pursuant to this Declaration from and after the date of the recording of such conveyance and revocation and of placing such Property under other applicable provisions of law in effect in this State pertaining to real property. Such removal shall not prevent such property from again being conveyed subject to this Declaration.

ARTICLE XIII

CONDEMNATION

Section 1. Consequences of Condemnation. If at any time or times during the continuance of the Condominium Ownership pursuant to this Declaration, all or any part of the Project shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the following provisions shall apply.

Section 2. Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "condemnation award", shall be payable to the Association.

Section 3. Complete Taking. In the event that the entire Project is taken or condemned, or sold, or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Ownership pursuant hereto shall terminate. The condemnation award shall be apportioned among the Owners in proportion to the respective interests of the Owners in the common and limited areas and facilities, provided that if a standard different from the value of the Project as a whole is employed to measure the condemnation award in the negotiation, judicial decree, or otherwise, then in determining such shares the same standard shall be employed to the extent it is relevant and applicable. On the basis of the principle set forth in the preceding sentence, the Association shall as soon as practicable determine the share of the condemnation award to which each Owner is entitled. Such shares shall be disbursed as soon as practicable in the same manner provided in Section 4, Article XIII of this Declaration.

Section 4. Partial Taking. In the event that less than the entire Project is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the Condominium Ownership hereunder shall not terminate. Each Owner shall be entitled to a share of the condemnation award to be determined in the following manner. As soon as practicable the Association shall, reasonably and in good faith, allocate the condemnation award between compensation, damages, or other proceeds, and shall apportion the amounts so allocated among the Owners as follows: (a) the total amount allocated to taking of or injury to the Common Elements shall be apportioned equally among Owners; (b) the total amount allocated

to severance damages shall be apportioned to those Condominiums which were not taken or condemned; (c) the respective amounts allocated to the taking of or injury to a particular Unit and/or improvements an Owner has made within his own Unit shall be apportioned to the particular Unit involved; and (d) the total amount allocated to consequential damages and any other takings or injuries shall be apportioned as the Association determines to be equitable in the circumstances. If an allocation of the condemnation award is already established in negotiation, judicial decree, or otherwise, then in allocating the condemnation award the Association shall employ such allocation to the extent it is relevant and applicable. Distribution of apportioned proceeds shall be made in the same manner provided in Section 4, Article XIII of this Declaration.

Section 5. Reorganization. In the event a partial taking results in the taking of a complete Unit, the Owner thereof shall, upon tender of the condemnation proceeds due such Owner, convey such Owner's Condominium Interest to the Association. Should any Owner fail to make such conveyance, the Association shall have the right to seek specific performance of such Owner's obligation in any court of competent jurisdiction and shall be entitled to the award of reasonable attorneys' fees in addition to the costs and expenses thereof. The undivided interests conveyed to the Association shall thereupon be reconveyed to the remaining owners as their respective interests may appear.

Section 6. Reconstruction and Repair. Any reconstruction and repair necessitated by condemnation shall be governed by the procedures specified in Section 10 Article IV.

ARTICLE XIV

RIGHTS OF MORTGAGEES OF CONDOMINIUM UNITS

Section 1. Without specific request or demand all mortgagees of Condominium Units shall be entitled to written notice from the Board of Directors of the Association as follows:

(a) Thirty (30) days in advance of any change in the Declarations, Articles of Incorporation or By-Laws of the Association.

(b) Thirty (30) days in advance of any change of manager or management contract.

(c) Of any default on the part of a Unit Owner with respect to any obligation under the terms of the Declaration, By-Laws or rules and regulations of the Association not cured within thirty (30) days.

Section 2. The written consent of all mortgagees of Condominium Units shall be required:

(a) Prior to the election by the Association not to contract for professional management of the Condominium project.

(b) Prior to any change in the pro rata interest or obligations of any Unit Owner with respect to the levy of assessments or determination of ownership of general common areas and facilities or limited common areas and facilities, and distribution of common profits.

(c) Prior to the partition or division of any unit, general common area or limited common area.

(d) Prior to the annexation of additional lands.

(e) Prior to the abandonment of Condominium status except when the same is accomplished as provided by statute in the case of substantial loss.

ARTICLE XV

NATURE, DESCRIPTION AND CONSTRUCTION OF BUILDINGS

Section 1. No more than sixty-one (61) buildings consisting of four (4) Condominium Units each shall be constructed upon the premises.

Section 2. The location of each of said buildings shall be in accordance with the condominium map annexed hereto and made a part hereof by reference and designated as Exhibit A.

Section 3. Each of said buildings shall be designated by a number corresponding to the street address number assigned to it.

Section 4. The four (4) Units comprising each of said buildings shall be designated by alphabetical letters A, B, C and D as follows:

(a) Unit A shall be the single level ranch style unit consisting of 811.94

square feet and may be located at the front or on either side of said structure in accordance with the condominium map heretofore mentioned.

(b) Unit B shall be a townhouse style unit on two levels located at the left hand side of the structure when facing the same and consisting of 952.24 square feet.

(c) Unit C shall be a townhouse style unit on two levels located at the right hand side of the structure when facing the same and consisting of 952.24 square feet.

(d) Unit D shall be a studio style unit located on the second level and at the rear of the structure and consisting of 977.83 square feet.

Section 5. Each structure shall have a garage area located on the first level and at the rear of the structure consisting of 785.35 square feet and accommodating four (4) automobiles.

Section 6. Each structure shall consist of principally wood frame and masonry construction and be in accordance with the plans and specifications approved by the City of Milwaukee under the provision of the planned development ordinance by virtue of which the property is being developed.

Section 7. Alternate floor plans available for each alphabetically designated unit are annexed hereto and made a part hereof by reference.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner 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. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date of the recording of this Declaration, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by the Owners of not less than ninety percent (90%) of the Condominium Units, and thereafter by an instrument signed by the Owners of not less than seventy-five percent (75%) of the Condominium Units. Any amendment must be recorded.

Section 4. Gender and Grammar. The singular wherever used herein shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

XVII

SERVICE OF PROCESS

Jerome R. McGinnis whose place of business is at 710 North Plankinton Avenue, in the City and County of Milwaukee, State of Wisconsin, is hereby designated as the person to receive service of process, and shall remain the same until such time as the votes of Class A members of the Association equal or exceed the votes of Class B members of the Association. At such time, the Board of Directors of the Association may designate a successor to Jerome R. McGinnis by a majority vote of said Board.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21 day of September, 1973.

EMBASSY CONSTRUCTION CORP.
a Wisconsin corporation - DECLARANT

By *Jerome R. McGinnis*
President
Jerome R. McGinnis

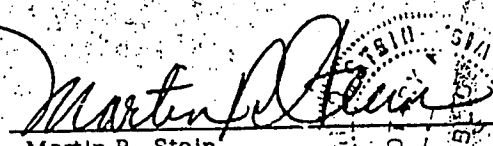
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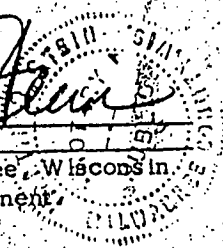
Mary A. McGinnis
Secretary
Mary A. McGinnis

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

The foregoing instrument was acknowledged before me this 21
day of September, 1973, by Jerome R. McGinnis,
President and Mary A. McGinnis, Secretary of EMBASSY CONSTRUCTION
CORP., a Wisconsin corporation.

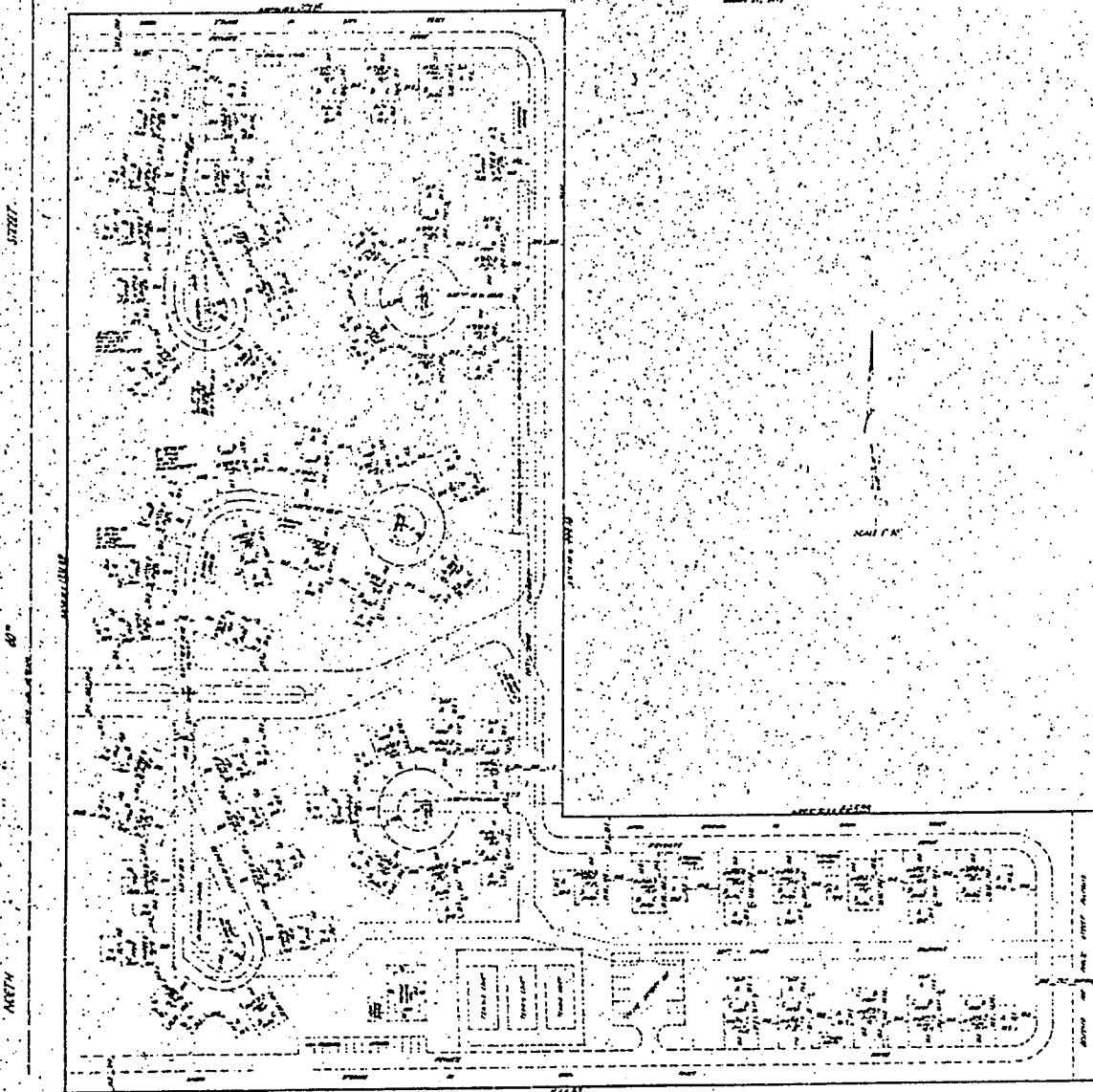
Witness my hand and official seal.


Martin R. Stein
Notary Public, Milwaukee, Wisconsin
My commission is permanent.

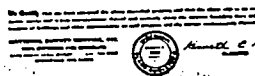


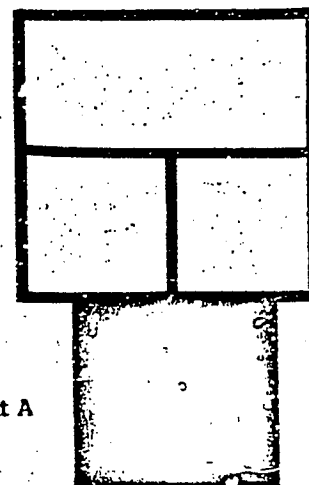
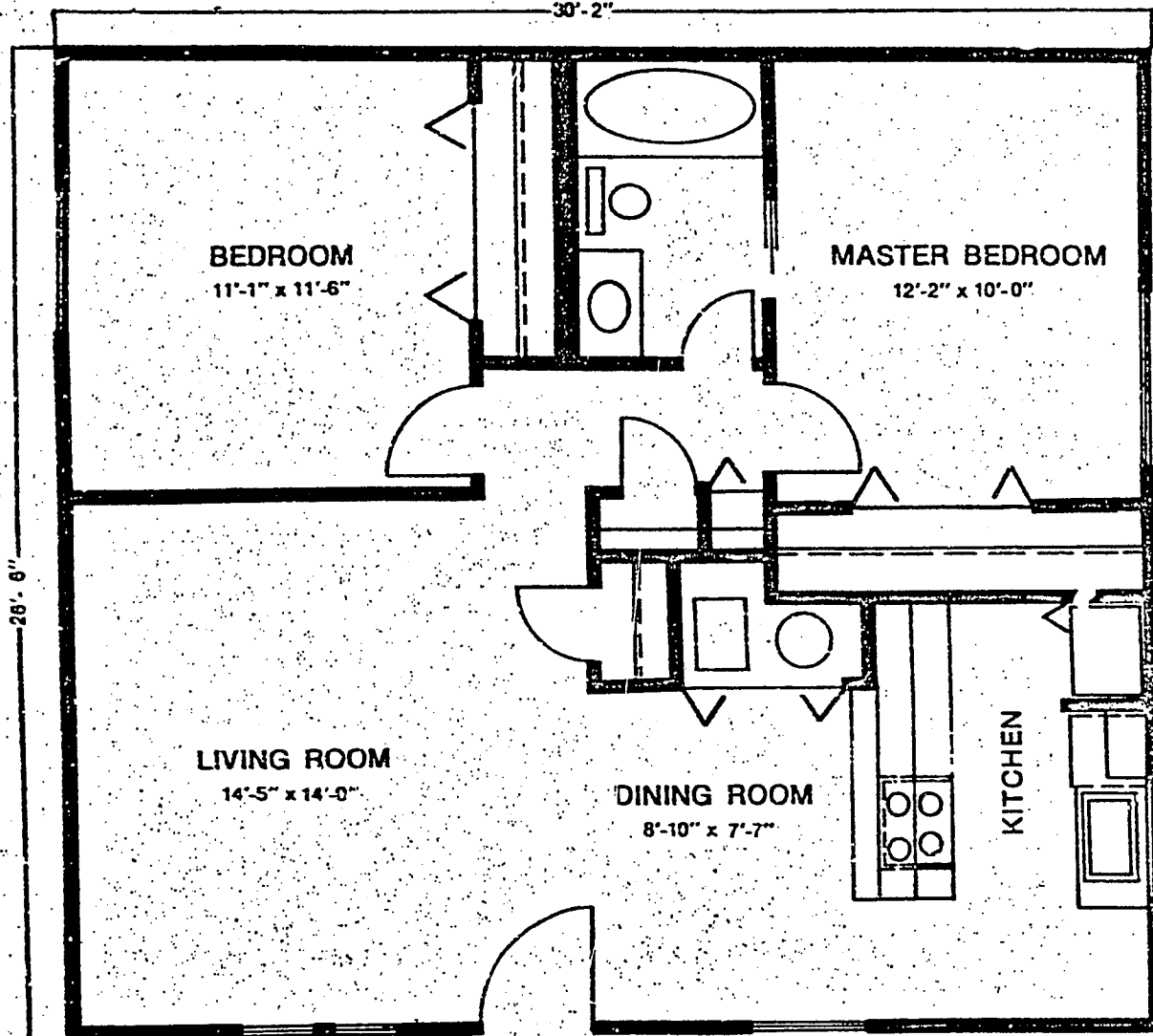
THIS INSTRUMENT WAS DRAFTED BY

MARTIN R. STEIN

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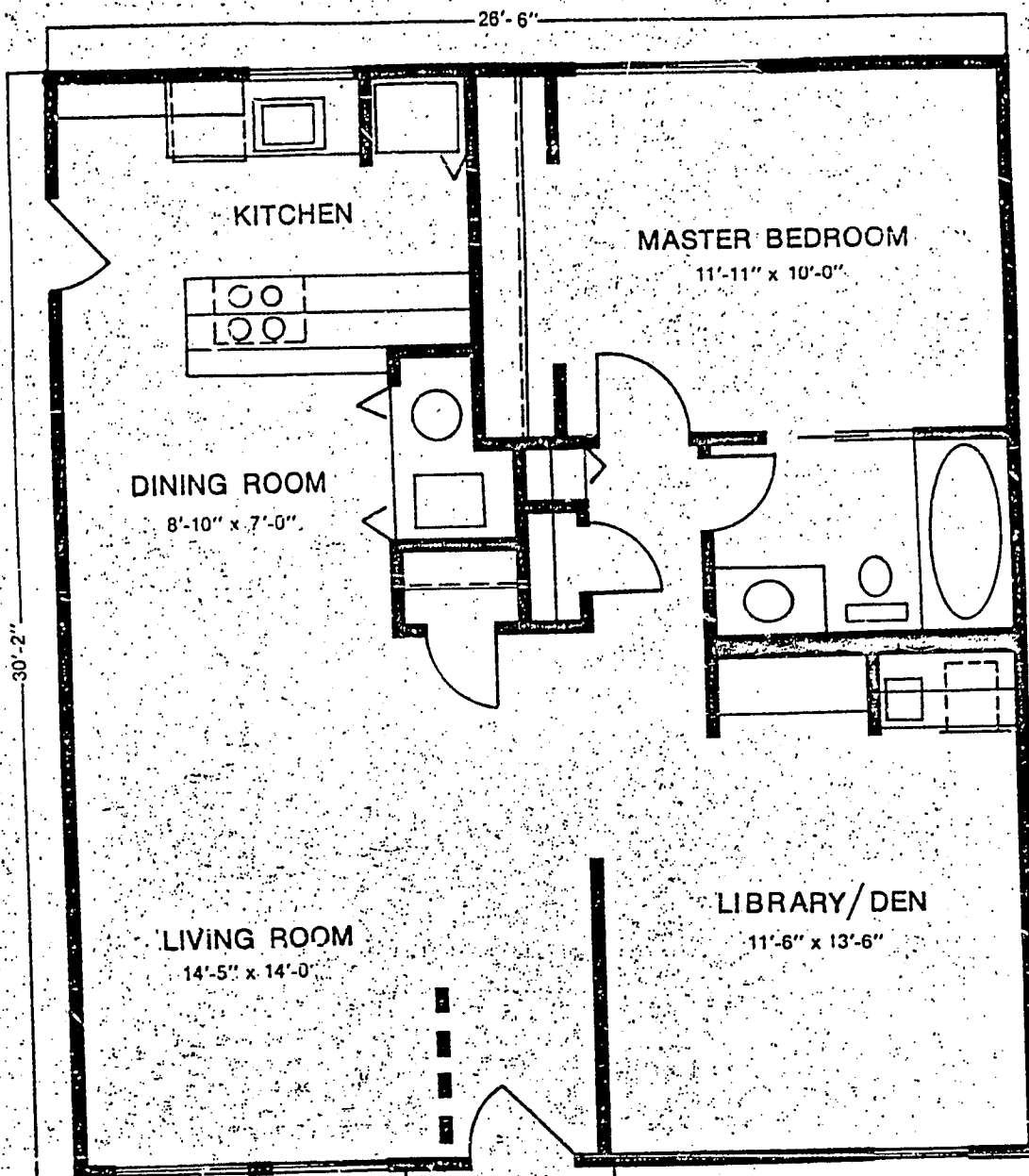




This is to certify that this drawing
is an accurate representation of the
floor plan of this building as filed
with and approved by the City of
Milwaukee, Wisconsin.

Bruno V. Franceschi
Bruno V. Franceschi
Engineer, Inc.

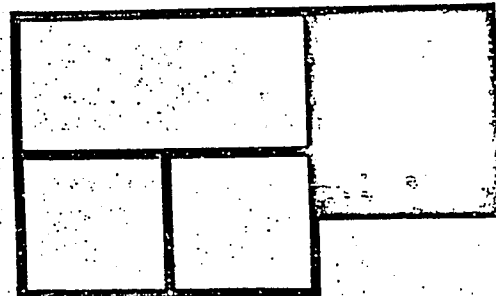
Alternate Plan for Unit A

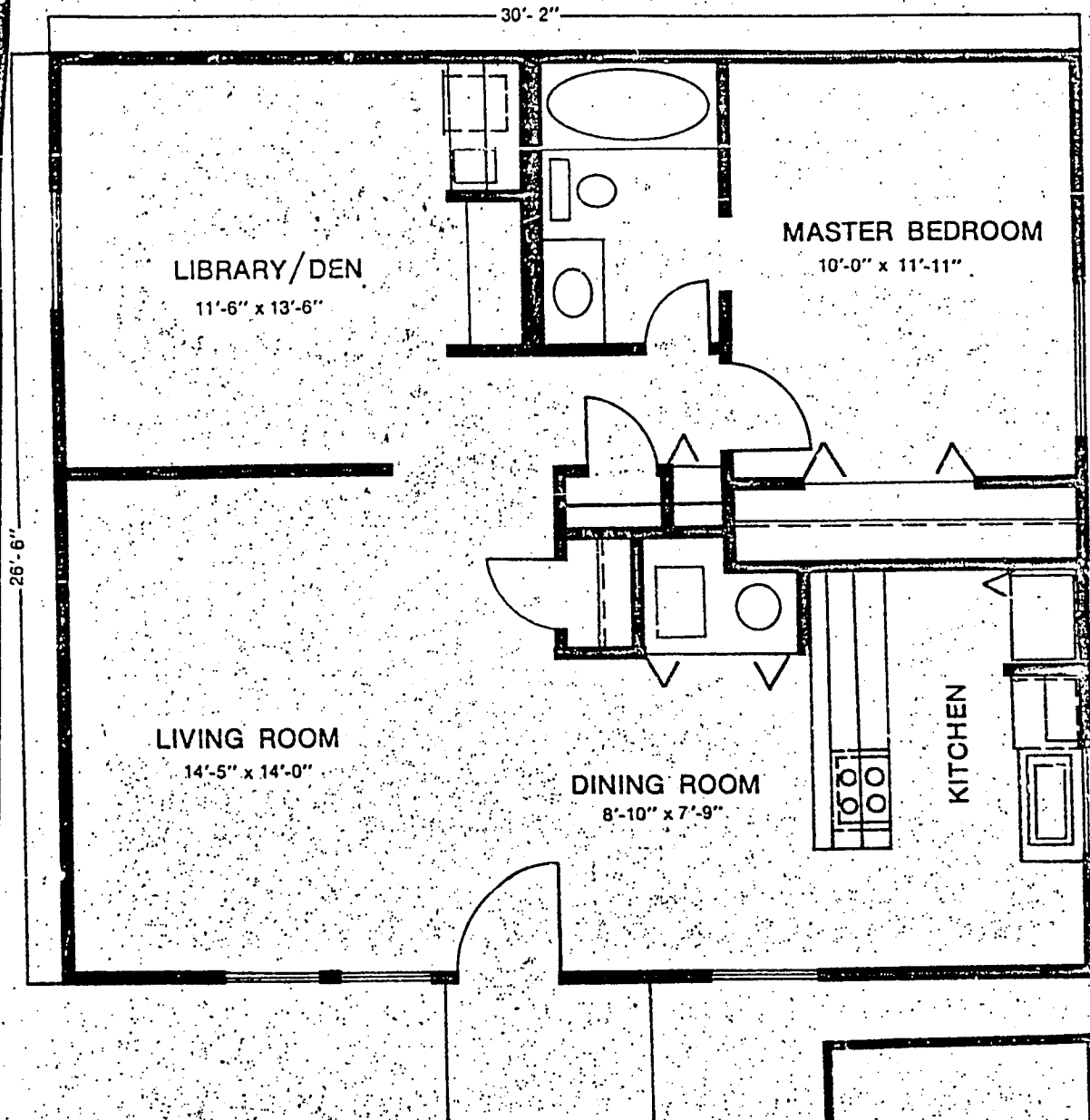


This is to certify that this drawing is an accurate representation of the floor plan of this building as filed with and approved by the City of Milwaukee, Wisconsin.

Bruno J. Franceschi
Bruno J. Franceschi
Engineer, Inc.

Alternate Plan for Unit A

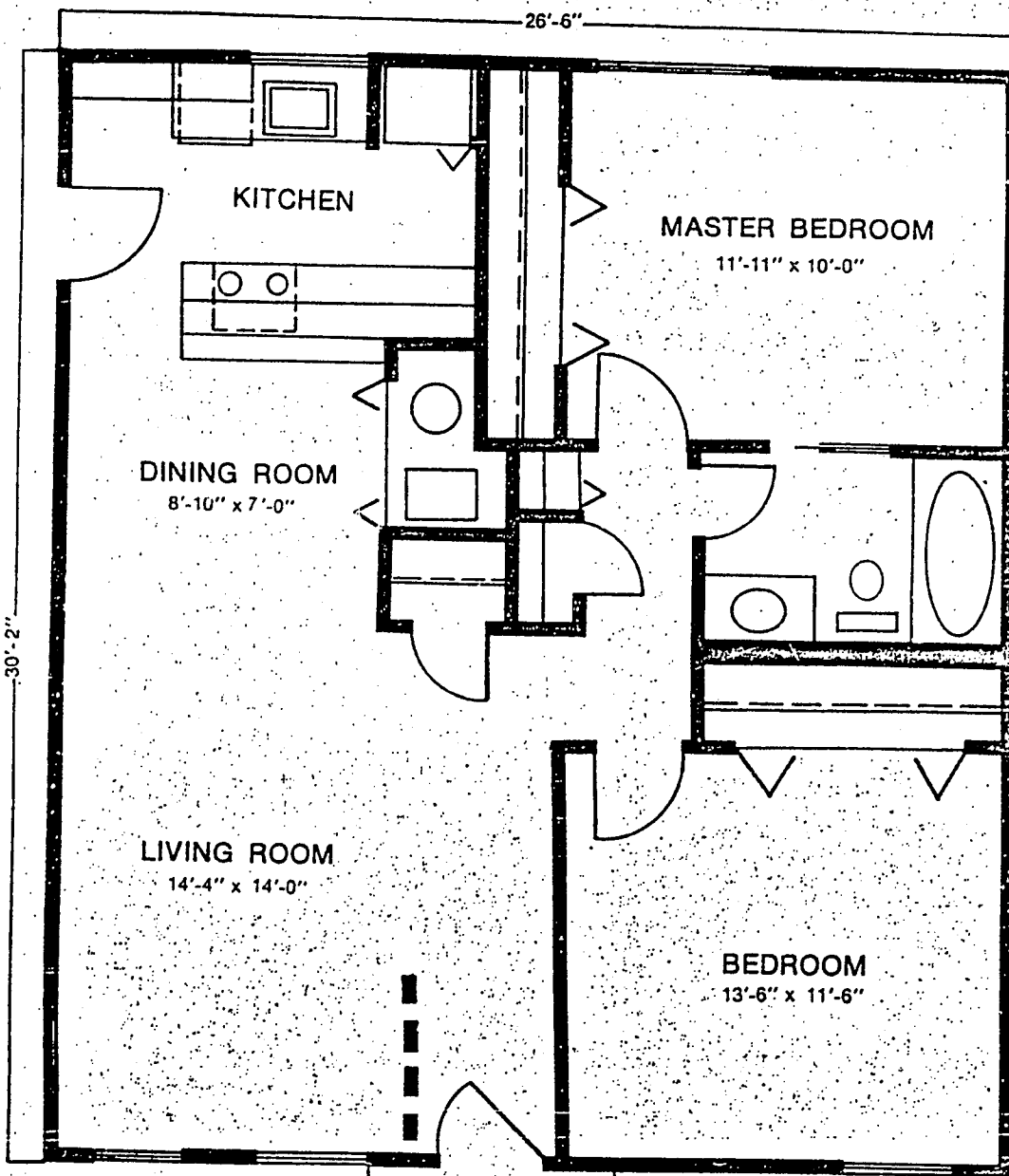




This is to certify that this drawing
is an accurate representation of the
floor plan of the building as filed
with and approved by the City of
Milwaukee, Wisconsin

Bruno J. Franceschi
Bruno J. Franceschi
Engineer, Inc.

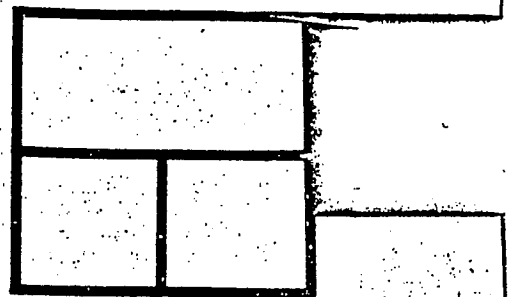
Alternate Plan for Unit A

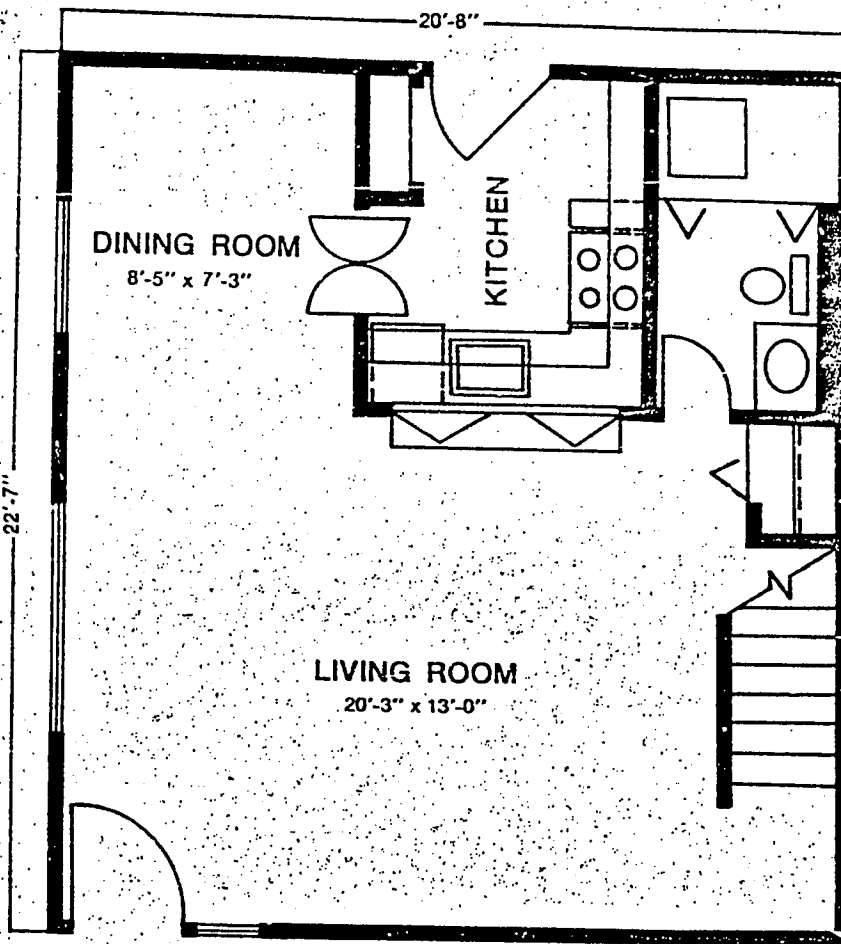


This is to certify that this drawing
is an accurate representation of the
floor plan of this building as filed
with and approved by the City of
Milwaukee, Wisconsin.

Bruno J. Franceschi
Bruno J. Franceschi
Engineer, Inc.

Alternate Plan for Unit A

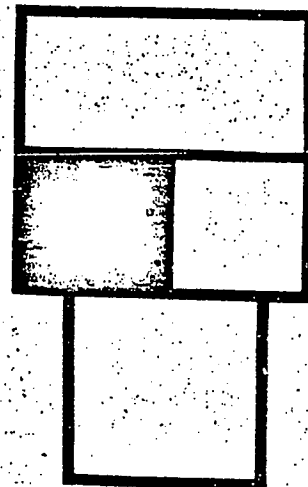


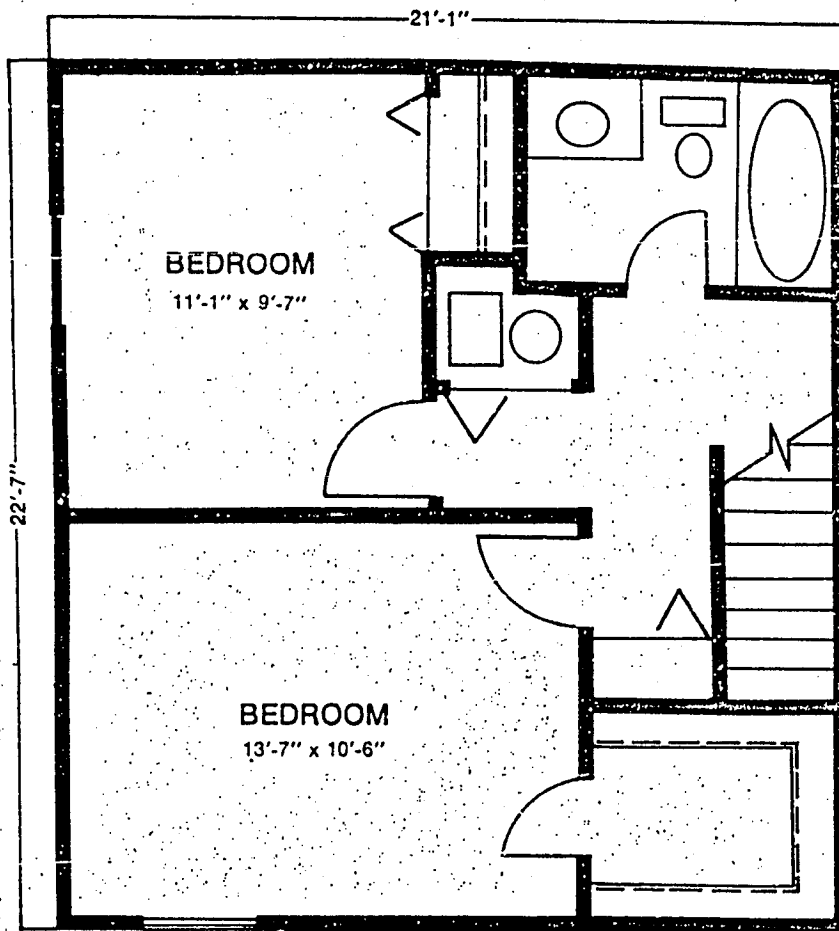


First Floor Plan Units B and C

This is to certify that this drawing
is an accurate representation of the
floor plan of this building as filed
with and approved by the City of
Milwaukee, Wisconsin.

Bruno Franceschi
Bruno Franceschi
Engineer, Inc.



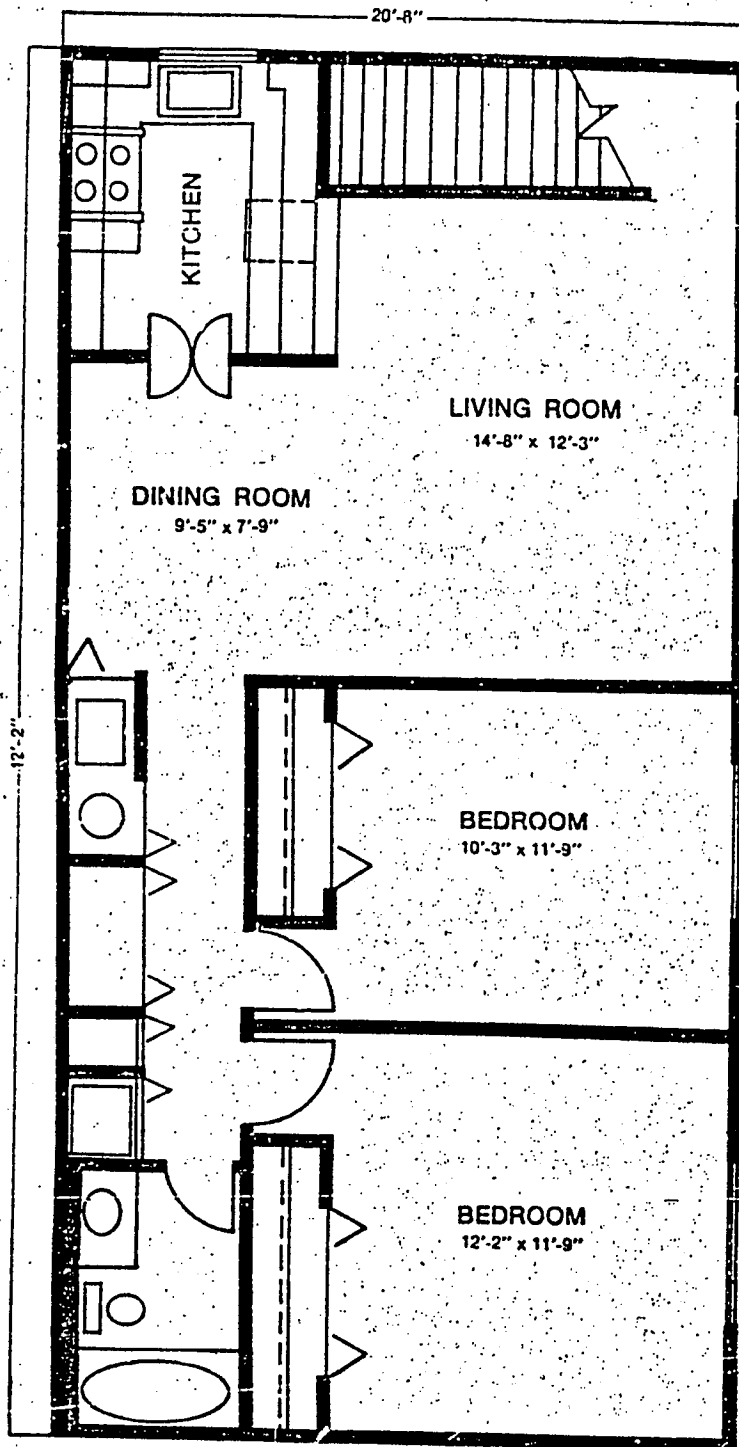


Second Floor Plan Units B and C

This is to certify that this drawing is an accurate representation of the floor plan of this building as filed with and approved by the City of Milwaukee, Wisconsin.

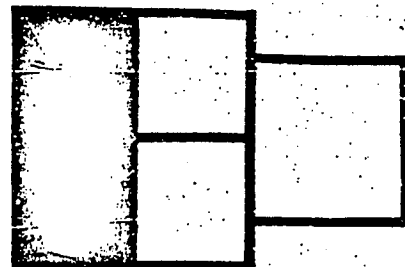
Bruno J. Franceschi
Bruno J. Franceschi
Engineer, Inc.



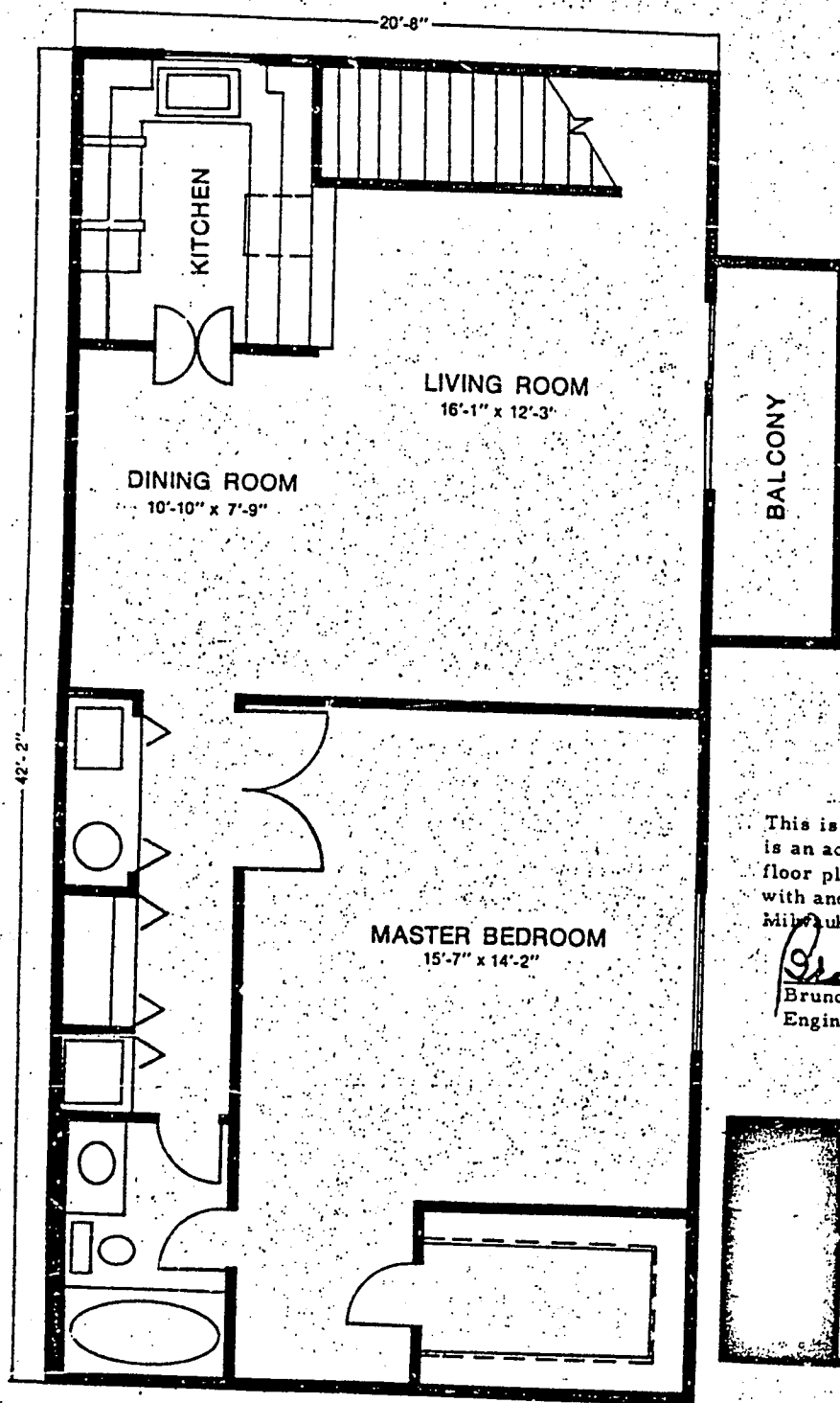


This is to certify that this drawing is an accurate representation of the floor plan of this building as filed with and approved by the City of Milwaukee, Wisconsin.

Bruno J. Branceschi
Bruno J. Branceschi
Engineer, Inc.

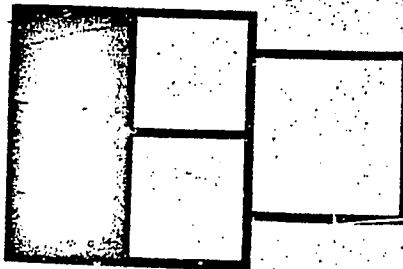


Alternate Plan Unit D

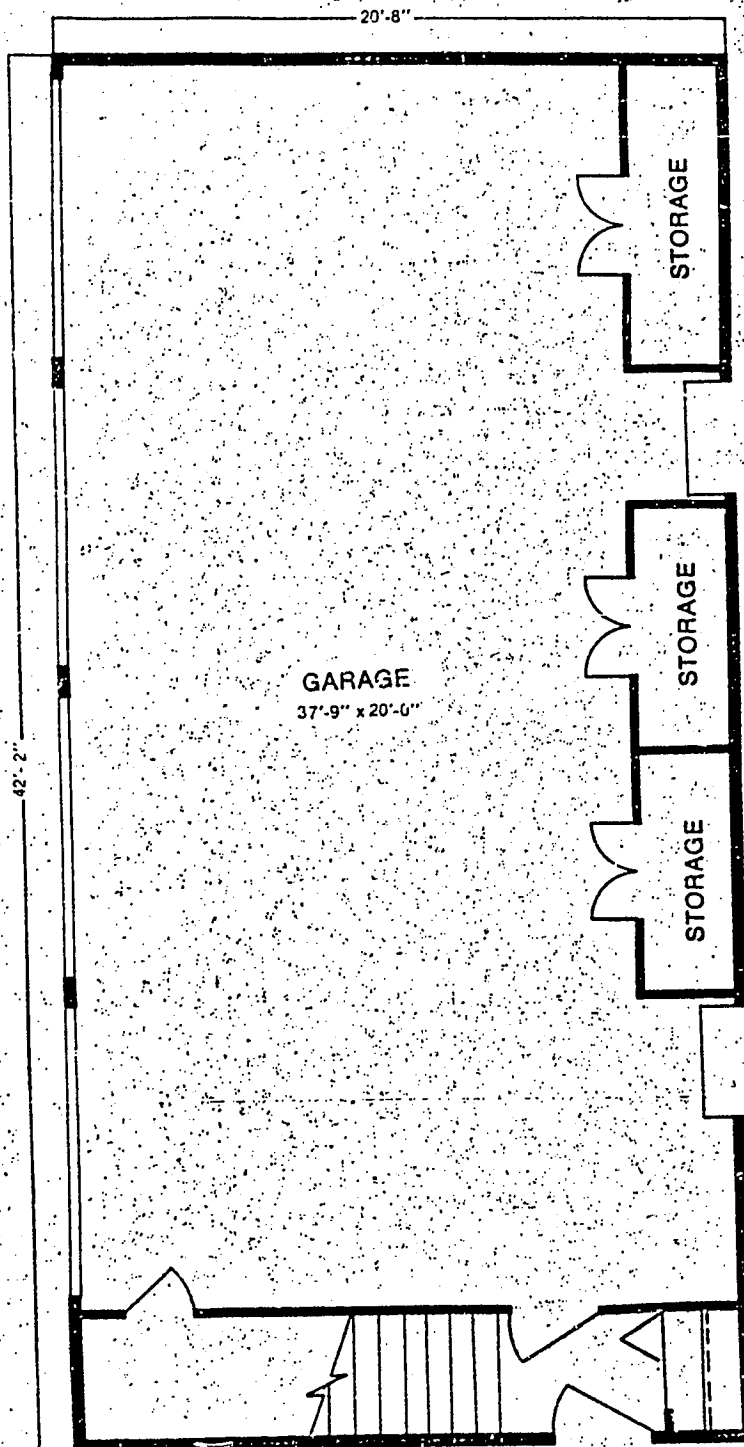


This is to certify that this drawing
is an accurate representation of the
floor plan of this building as filed
with and approved by the City of
Milwaukee, Wisconsin.

Bruno J. Franceschi
Bruno J. Franceschi
Engineer, Inc.



Alternate Plan Unit D



This is to certify that this drawing is an accurate representation of the floor plan of this building as filed with and approved by the City of Milwaukee, Wisconsin.

Bruno D. Franceschi
 Bruno D. Franceschi
 Engineer, Inc.



Garage and Storage Area Plan

AMENDMENT TO CONDOMINIUM DECLARATION

FOR RAINTREE

This declaration, made on the date hereinafter set forth, by EMBASSY CONSTRUCTION CORP., a Wisconsin corporation, hereinafter referred to as "Declarant" is an amendment to the Condominium Declaration for Raintree recorded in the office of the Register of Deeds, Milwaukee County, Wisconsin at 10:40 A.M. on October 8, 1973, Reel 749, Images 571 to 606 inclusive, Document No. 4797866, and more specifically to Exhibit A thereof in manner and form following, to wit:

<u>Building # 6916</u>	<u>Building # 6918</u>	<u>Building # 6920</u>	<u>Building # 6922</u>
Unit A	Unit A	Unit A	Unit A
Unit B	Unit B	Unit B	Unit B
Unit C	Unit C	Unit C	Unit C
Unit D	Unit D	Unit D	Unit D
<u>Building # 6924</u>	<u>Building # 6930</u>	<u>Building # 6932</u>	<u>Building # 6934</u>
Unit A	Unit A	Unit A	Unit A
Unit B	Unit B	Unit B	Unit B
Unit C	Unit C	Unit C	Unit C
Unit D	Unit D	Unit D	Unit D
<u>Building # 6936</u>	<u>Building # 6938</u>	<u>Building # 6940</u>	<u>Building # 6942</u>
Unit A	Unit A	Unit A	Unit A
Unit B	Unit B	Unit B	Unit B
Unit C	Unit C	Unit C	Unit C
Unit D	Unit D	Unit D	Unit D
<u>Building # 6950</u>	<u>Building # 6952</u>	<u>Building # 6954</u>	<u>Building # 6956</u>
Unit A	Unit A	Unit A	Unit A
Unit B	Unit B	Unit B	Unit B
Unit C	Unit C	Unit C	Unit C
Unit D	Unit D	Unit D	Unit D
<u>Building # 6958</u>	<u>Building # 6960</u>	<u>Building # 6962</u>	<u>Building # 6970</u>
Unit A	Unit A	Unit A	Unit A
Unit B	Unit B	Unit B	Unit B
Unit C	Unit C	Unit C	Unit C
Unit D	Unit D	Unit D	Unit D

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 11:00 AM

4803552

on NOV-5-1973 in
Reel 754 Image 170 to 172
W. B. Buehler incl.
REGISTER OF DEEDS

NOV-5-73 2 45 673 4803552

D REC

7:00

Building # 6972

Unit A
Unit B
Unit C
Unit D

Building # 6974

Unit A
Unit B
Unit C
Unit D

Building # 6976

Unit A
Unit B
Unit C
Unit D

Building # 6978

Unit A
Unit B
Unit C
Unit D

Building # 6980

Unit A
Unit B
Unit C
Unit D

Building # 6982

Unit A
Unit B
Unit C
Unit D

Building # 6984

Unit A
Unit B
Unit C
Unit D

Building # 6986

Unit A
Unit B
Unit C
Unit D

Building # 6988

Unit A
Unit B
Unit C
Unit D

Building # 7002

Unit A
Unit B
Unit C
Unit D

Building # 7004

Unit A
Unit B
Unit C
Unit D

Building # 7006

Unit A
Unit B
Unit C
Unit D

Building # 7008

Unit A
Unit B
Unit C
Unit D

Building # 7010

Unit A
Unit B
Unit C
Unit D

Building # 7012

Unit A
Unit B
Unit C
Unit D

Building # 7014

Unit A
Unit B
Unit C
Unit D

Building # 7016

Unit A
Unit B
Unit C
Unit D

Building # 7018

Unit A
Unit B
Unit C
Unit D

Building # 7020

Unit A
Unit B
Unit C
Unit D

Building # 7022

Unit A
Unit B
Unit C
Unit D

Building # 7024

Unit A
Unit B
Unit C
Unit D

Building # 7030

Unit A
Unit B
Unit C
Unit D

Building # 7032

Unit A
Unit B
Unit C
Unit D

Building # 7034

Unit A
Unit B
Unit C
Unit D

Building # 7036

Unit A
Unit B
Unit C
Unit D

Building # 7038

Unit A
Unit B
Unit C
Unit D

Building # 7040

Unit A
Unit B
Unit C
Unit D

Building # 7042

Unit A
Unit B
Unit C
Unit D

Building # 7046

Unit A
Unit B
Unit C
Unit D

Building # 7048

Unit A
Unit B
Unit C
Unit D

Building # 7050

Unit A
Unit B
Unit C
Unit D

Building # 7060

Unit A
Unit B
Unit C
Unit D

Building # 7062

Unit A
Unit B
Unit C
Unit D

Building # 7064

Unit A
Unit B
Unit C
Unit D

Building # 7066

Unit A
Unit B
Unit C
Unit D

Building # 7068

Unit A
Unit B
Unit C
Unit D

Building # 7070

Unit A
Unit B
Unit C
Unit D

Building # 7072

Unit A
Unit B
Unit C
Unit D

Building # 7074

Unit A
Unit B
Unit C
Unit D

Building # 7076

Unit A
Unit B
Unit C
Unit D

Unit A
Unit B
Unit C
Unit D

EMBASSY CONSTRUCTION CORP., a
Wisconsin corporation-Declarant

By Jerome R. McGinnis
Jerome R. McGinnis, president

By Mary A. McGinnis
Mary A. McGinnis, secretary

The foregoing instrument was acknowledged before me this 26th day of October, 1973, by Jerome R. McGinnis, president, and Mary A. McGinnis, secretary of Embassy Construction Corp., a Wisconsin corporation.

Witness my hand and official seal

Martin R. Stein
Notary Public, Milwaukee, Wisconsin
My commission is permanent.

This instrument was drafted by Martin R. Stein.

AMENDMENT TO CONDOMINIUM DECLARATION FOR RAINTREE

DECLARATION, made on the date hereinafter set forth by the undersigned, being the owners of all of the condominium units in Raintree in accordance with the provisions of Article XVI, Section 3 of said Declaration which was recorded in the office of the Register of Deeds, Milwaukee County, Wisconsin at 10:40 A.M., on October 8, 1973, Reel 749, Images 571-606 inclusive, Document No. 4797866, and the Amendment thereto recorded at 11:00 A.M. on November 5, 1973, Images 170-172 inclusive, Document No. 4803552 and at 3:25 P.M. on February 7, 1974, Reel 768, Images 1173 and 1174, Document No. 4820351, in manner and form following, to-wit:

The legal description of the real estate located in the City and County of Milwaukee, State of Wisconsin, affected by said Declaration of Condominium and the Amendments thereto shall be as follows:

"RAINTREE" being a part of Parcel I of CERTIFIED SURVEY MAP NO. 2162, being a part of the NW 1/4 of Section 23, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of said 1/4 Section; thence North 01° 10' 00" East along the West line of said 1/4 Section 665.95 ft. to a point, being the point of beginning of the land herein to be described;

Continuing thence North 01° 10' 00" East along said West line of said 1/4 Section 459.94 ft. to a point; thence South 38° 50' 00" East 295.00 ft. to a point; thence Easterly 180.64 ft. along the arc of a curve whose center is to the North whose radius is 460.00 ft. and whose chord bears North 79° 55' 00" East 179.48 ft. to a point; thence Northeasterly 105.79 ft. along an arc whose center is to the North-west whose radius is 120.46 ft. and whose chord bears North 43° 30' 24" East 102.42 ft. to a point; thence South 71° 39' 12" East 131.13 ft. to a point; thence South 01° 13' 00" West 185.00 ft. to a point; thence North 89° 57' 52.5" East 665.28 ft. to a point; thence South 01° 16' 00" West 333.13 ft. to a point; thence South 89° 58' 15" West 1329.98 ft. to the point of commencement.

LAW OFFICES
BASS, GOLDSTEIN, MOGLOWSKY & STEIN, S.C.
623 NORTH 2ND STREET
MILWAUKEE, WISCONSIN 53203

5185195

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 3 15 PM

FEB - 8 1978 946
REEL 1086 IMAGE 11

REGISTER OF DEEDS

13-876 621670 3 1105107 11 00 1 *500

LAW OFFICES
BASS, GOLDSTEIN, MOGLOWSKY & STEIN, S.C.
623 NORTH 2ND STREET
MILWAUKEE, WISCONSIN 53203

Further, wherever in said Declaration and the Amendments thereto reference shall be made to the number of buildings included in said planned unit development, said reference is hereby changed from 61 buildings to 29 buildings; and,

Wherever reference is made to the number of condominium units in said planned development, said number shall be changed from 244 units to 116 units.

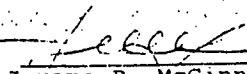
Further, said Declaration and the Amendments thereto are further amended so as to change the designated interest of each unit owner in the common areas from 1/244 interest to 1/116 interest.

Further, the Amendment to said Declaration recorded at 11:00 A.M. on November 5, 1973 in Reel 754, Images 170-172 inclusive, Document No. 4803552 is amended to eliminate therefrom all references to the following buildings and the units contained therein: #7002, #7004, #7006, #7008, #7010, #7012, #7014, #7016, #7018, #7020, #7022, #7024, #7030, #7032, #7034, #7036, #7038, #7040, #7042, #7046, #7048, #7050, #7060, #7062, #7064, #7066, #7068, #7070, #7072, #7074, #7076, and #7078.

This Amendment to Condominium Declaration for Raintree is executed by the undersigned with the express intent of having it become a part of and adjunct to the Amendment to Condominium Declaration for Raintree executed by other unit owners on and between October 24, 1977 and November 1, 1977.

In Witness Whereof the undersigned being owners of units in RAINTREE, a planned unit development, have hereunto set their hands and seals on the date specified.

EMBASSY CONSTRUCTION CORP., a
Wisconsin corporation

By: 

Jerome R. McGinnis, President 12/10/77

Further, wherever in said Declaration and the Amendments thereto reference shall be made to the number of buildings included in said planned unit development, said reference is hereby changed from 61 buildings to 29 buildings; and,

Wherever reference is made to the number of condominium units in said planned development, said number shall be changed from 244 units to 116 units.

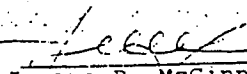
Further, said Declaration and the Amendments thereto are further amended so as to change the designated interest of each unit owner in the common areas from 1/244 interest to 1/116 interest.

Further, the Amendment to said Declaration recorded at 11:00 A.M. on November 5, 1973 in Reel 754, Images 170-172 inclusive, Document No. 4803552 is amended to eliminate therefrom all references to the following buildings and the units contained therein: #7002, #7004, #7006, #7008, #7010, #7012, #7014, #7016, #7018, #7020, #7022, #7024, #7030, #7032, #7034, #7036, #7038, #7040, #7042, #7046, #7048, #7050, #7060, #7062, #7064, #7066, #7068, #7070, #7072, #7074, #7076, and #7078.

This Amendment to Condominium Declaration for Raintree is executed by the undersigned with the express intent of having it become a part of and adjunct to the Amendment to Condominium Declaration for Raintree executed by other unit owners on and between October 24, 1977 and November 1, 1977.

In Witness Whereof the undersigned being owners of units in RAINTREE, a planned unit development, have hereunto set their hands and seals on the date specified.

EMBASSY CONSTRUCTION CORP., a
Wisconsin corporation

By: 

Jerome R. McGinnis, President 12/10/77

LAW OFFICES
BASS, GOLDSTEIN, MOGLOWSKY & STEIN, S.C.
623 NORTH 2ND STREET
MILWAUKEE, WISCONSIN 53203

Alice L. Kling 12/1/77 ✓
Alice L. Kling

Scott W. Thiermann 12/2/77 ✓
Scott W. Thiermann

Beth E. Thiermann 12/2/77 ✓
Beth E. Thiermann

Sutton L. Kinter, Jr. 12/11/77 ✓
Sutton L. Kinter, Jr.

Margaret C. Kinter 1/4/77 ✓
Margaret C. Kinter

Patrick M. Handlos 12/21/77 ✓
Patrick M. Handlos

Dean G. Smith 2/27/77 ✓
Dean G. Smith

Jennifer M. Neville 1/5/78 ✓
Jennifer M. Neville

Charles Marohl 1/9/78 ✓
Charles Marohl

Ernest E. May 1/13/78 ✓
Ernest E. May

Nancy A. May 1/13/78 ✓
Nancy A. May

Ronald J. Endter 1/13/78 ✓
Ronald J. Endter

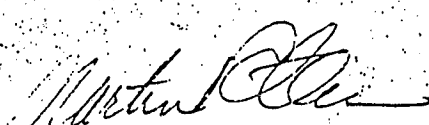
William G. Trost, Jr. 1/16/78 ✓
William G. Trost, Jr.

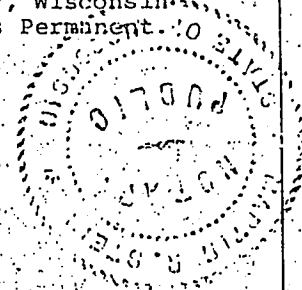
Peggy A. Trost 1/16/78 ✓
Peggy A. Trost

Stanley P. Thompson 1/24/78 ✓
Stanley P. Thompson

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

The foregoing instrument was acknowledged before me
by each of the above named individuals on the date specified
opposite their typewritten name. Witness my hand and
official seal.


Martin R. Stein, Notary Public
Milwaukee County, Wisconsin
My commission is Permanent.



THIS INSTRUMENT WAS DRAFTED BY MARTIN R. STEIN.

LAW OFFICES
BASS, GOLDSTEIN, MOGLOWSKY & STEIN, S.C.
623 NORTH 2ND STREET
MILWAUKEE, WISCONSIN 53203

AMENDMENT TO CONDOMINIUM DECLARATION FOR RAINTREE

DECLARATION, made on the date hereinafter set forth by the undersigned, being the owner of Eighty (80) percent of the condominium units in Raintree in accordance with the provisions of the Declaration which was recorded in the office of the Register of Deeds, Milwaukee County, Wisconsin, at 10:40 A.M. on October 8, 1973, Reel 749, Images 571-606 inclusive, Document No. 4797866, and the Amendment thereto recorded at 11:00 A.M. on November 5, 1973, Images 170-172 inclusive, Document No. 4803552 and at 3:25 P.M. on February 7, 1974, Reel 768, Images 1173 and 1174, Document No. 4820351, in the manner and form following, to-wit:

The legal description of the real estate located in the City and County of Milwaukee, State of Wisconsin, affected by said Declaration of Condominium and the Amendments thereto shall be as follows:

"RAINTREE" being a part of Parcel I of CERTIFIED SURVEY MAP NO. 2162, being a part of the NW 1/4 of Section 23, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of said 1/4 Section; thence North 01° 10' 00" East along the West line of said 1/4 Section 665.95 ft. to a point, being the point of beginning of the land herein to be described;

Continuing thence North 01° 10' 00" East along said West line of said 1/4 Section 459.94 ft. to a point; thence South 88° 50' 00" East 295.00 ft. to a point; thence Easterly 180.64 ft. along the arc of a curve whose center is to the North whose radius is 460.00 ft. and whose chord bears North 79° 55' 00" East 179.48 ft. to a point; thence Northeasterly 105.79 ft. along an arc whose center is to the Northwest whose radius is 120.46 ft. and whose chord bears North 43° 30' 24" East 102.42 ft. to a point; thence South 71° 39' 12" East 131.13 ft. to a point; thence South 01° 13' 00" West 185.00 ft. to a point; thence North 89° 57' 52.5" East 665.28 ft. to a point; thence South 01° 16' 00" West 333.13 ft. to a point; thence South 89° 58' 15" West 1329.98 ft. to the point of commencement.

LAW OFFICES
BASS, GOLDSTEIN, MOGLOWSKY & STEIN, S.C.
623 NORTH 2ND STREET
MILWAUKEE, WISCONSIN 53203

5184325

REGISTER'S OFFICE
Milwaukee County, Wls. } SS
RECORDED AT-2 45 PM

FEB-7 1978
REEL 1086 IMAGE 398

401
REGISTER OF DEEDS

Further, with regard to each of the following units:
 6932-B, 6936-B, 6938-B, 6950-B, 6950-C, 6954-B, 6956-B,
 6958-C, 6960-B, 6962-C, 6970-B, 6972-B, 6974-C, 6976-C,
 6978-B, 6980-C, 6982-B, and 6988-C,

Each of said units, being town houses, shall be increased in size from 477 square feet on each of two levels for a total of 954 square feet to 477 square feet on the first level and 577 square feet on the second level for a total of 1,054 square feet. Said increase in square footage shall be accomplished by increasing the size of bedroom number 2 in each of said units in accordance with the diagram annexed hereto as Exhibit A and made a part hereof by reference.

Further, as to each of the following units: 6932-D, 6936-D, 6938-D, 6950-D, 6954-D, 6956-D, 6958-D, 6960-D, 6962-D, 6970-D, 6972-D, 6974-D, 6976-D, 6978-D, 6980-D, 6982-D, and 6988-D,

Said condominium units shall be decreased in size from 870 square feet on one level to 770 square feet on one level by eliminating the second bedroom in the two bedroom option or alternatively by decreasing the size of the bedroom in the single bedroom option in accordance with Exhibit A annexed hereto and made a part hereof by reference.

In Witness Whereof, the undersigned, being the owner of eighty percent of the condominium units in RAINTREE, a planned unit development, has hereunto set their hand and seal on the 23 day of January, 1978.

EMBASSY CONSTRUCTION CORP., a
 Wisconsin corporation

By: Jerome R. McGinnis, President

By: Osborne Cifanek, Secretary

LAW OFFICES
 BASS, GOLDSTEIN, MOGLOWSKY & STEIN, S.C.
 623 NORTH 2ND STREET
 MILWAUKEE, WISCONSIN 53203

2ND FLOOR PLAN

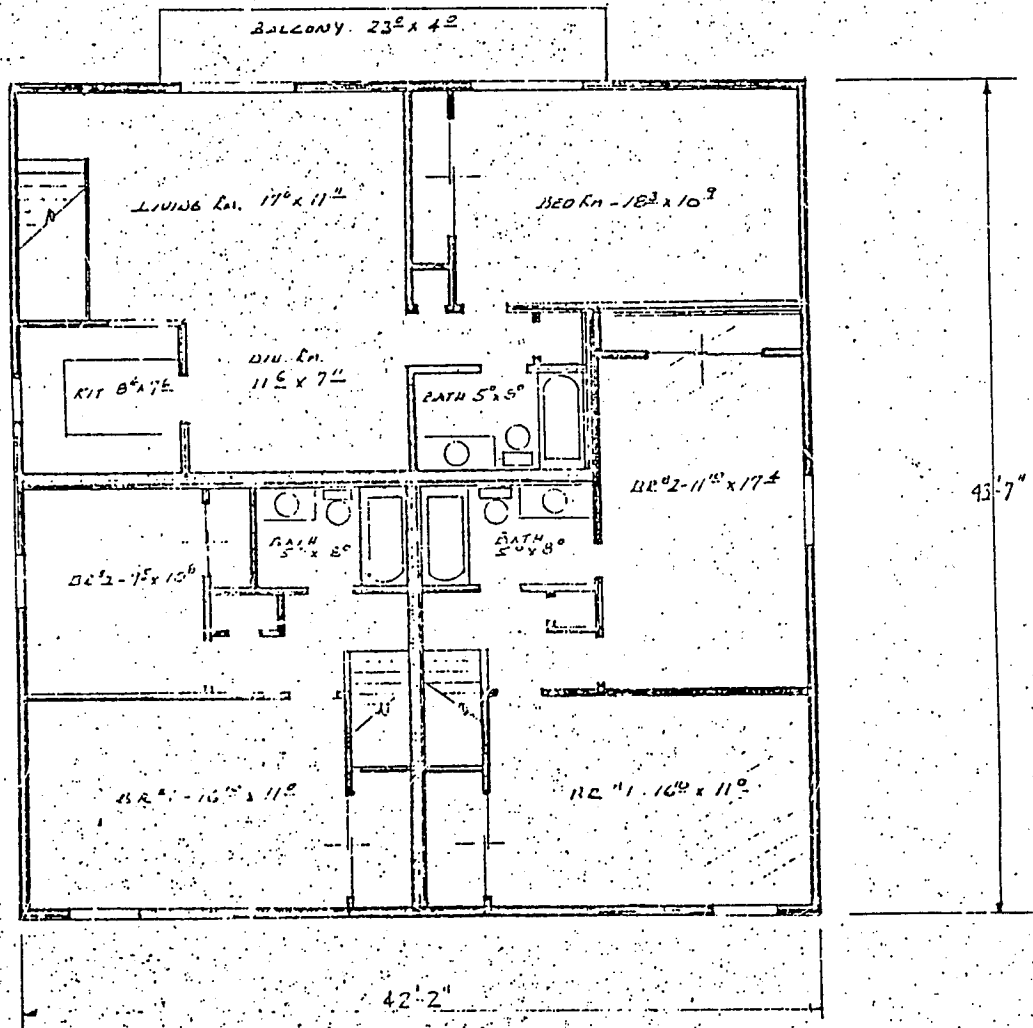


EXHIBIT A

David J. Taylor

STATE OF WISCONSIN)
) SS.
 MILWAUKEE COUNTY)

The foregoing instrument was acknowledged before me
 by each of the above named individuals on the date above
 stated. Witness my hand and official seal.

Martin R. Stein
 Martin R. Stein, Notary Public
 Milwaukee County, Wisconsin
 My commission is Permanent.

THIS INSTRUMENT WAS DRAFTED BY MARTIN R. STEIN.

LAW OFFICES
 BASS, GOLDSTEIN, MOGLOWSKY & STEIN, S.C.
 623 NORTH 2ND STREET
 MILWAUKEE, WISCONSIN 53203

RETURN TO:
 MARTIN R. STEIN
 623 N. 2ND ST
 MILWAUKEE, WIS 53203

AMENDMENT TO CONDOMINIUM DECLARATION FOR RAINTREE

DECLARATION, made on the date hereinafter set forth by the undersigned, being the owners of all of the condominium units in Raintree in accordance with the provisions of Article XVI, Section 3 of said Declaration which was recorded in the office of the Register of Deeds, Milwaukee County, Wisconsin at 10:40 A.M., on October 8, 1973, Reel 749, Images 571-606 inclusive, Document No. 4797866, and the Amendment thereto recorded at 11:00 A.M. on November 5, 1973, Reel 754, Images 170-172 inclusive, Document No. 4803552 and at 3:25 P.M. on February 7, 1974, Reel 768, Images 1173 and 1174, Document No. 4820351, in manner and form following, to-wit:

The legal description of the real estate located in the City and County of Milwaukee, State of Wisconsin, affected by said Declaration of Condominium and the Amendments thereto shall be as follows:

"RAINTREE" being a part of Parcel 1 of CLRTIFIED SURVEY MAP NO. 2162, being a part of the NW 1/4 of Section 23, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of said 1/4 Section; thence North 01° 10' 00" East along the West line of said 1/4 Section 665.95 ft. to a point, being the point of beginning of the land herein to be described;

Continuing thence North 01° 10' 00" East along said West line of said 1/4 Section 459.94 ft. to a point; thence South 88° 50' 00" East 295.00 ft. to a point; thence Easterly 180.64 ft. along the arc of a curve whose center is to the North whose radius is 460.00 ft. and whose chord bears North 79° 55' 00" East 179.48 ft. to a point; thence Northeasterly 105.79 ft. along an arc whose center is to the Northwest whose radius is 120.46 ft. and whose chord bears North 43° 30' 24" East 102.42 ft. to a point; thence South 71° 39' 12" East 131.13 ft. to a point; thence South 01° 13' 00" West 185.00 ft. to a point; thence North 89° 57' 52.5" East 665.28 ft. to a point; thence South 01° 16' 00" West 333.13 ft. to a point; thence South 89° 58' 15" West 1329.98 ft. to the point of commencement.

LAW OFFICES
BASS, GOLDSTEIN, MOGLOWSKY & STEIN, S.C.
623 NORTH 2ND STREET
MILWAUKEE, WISCONSIN 53203

5185194

REGISTER'S OFFICE } SS
Milwaukee County, Wls. }
RECORDED AT - 8 15 PM

FEB - 8 1978 934
REEL 1086 IMAGE 66

REGISTER OF DEEDS

700

LAW OFFICES
BASS, GOLDSTEIN, MOGLOWSKY & STEIN, S.C.
623 NORTH 2ND STREET
MILWAUKEE, WISCONSIN 53203

Further, wherever in said Declaration and the Amendments thereto reference shall be made to the number of buildings included in said planned unit development, said reference is hereby changed from 61 buildings to 29 buildings; and,

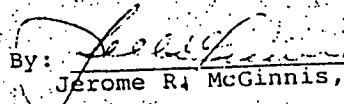
Wherever reference is made to the number of condominium units in said planned development, said number shall be changed from 244 units to 116 units.

Further, said Declaration and the Amendments thereto are further amended so as to change the designated interest of each unit owner in the common areas from 1/244 interest to 1/116 interest.

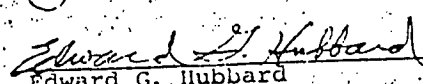
Further, the Amendment to said Declaration recorded at 11:00 A.M. on November 5, 1973 in Reel 754, Images 170-172 inclusive, Document No. 48,552 is amended to eliminate therefrom all references to the following buildings and the units contained therein: #7002, #7004, #7006, #7008, #7010, #7012, #7014, #7016, #7018, #7020, #7022, #7024, #7030, #7032, #7034, #7036, #7038, #7040, #7042, #7046, #7048, #7050, #7060, #7062, #7064, #7066, #7068, #7070, #7072, #7074, #7076, and #7078.

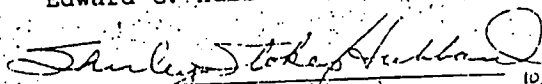
In Witness Whereof the undersigned being all of the owners of units in RAINTREE, a planned unit development, have hereunto set their hands and seals on the date specified.

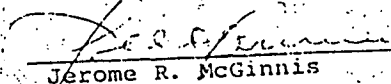
EMBASSY CONSTRUCTION CORP., a
Wisconsin corporation

By: 

Jerome R. McGinnis, President 10/25/77


Edward G. Hubbard 10/25/77


Shirley Stokes Hubbard 10/25/77


Jerome R. McGinnis 10/25/77

LAW OFFICES
BASS, GOLDSTEIN, MOGLOWSKY & STEIN, S.C.
623 NORTH 2ND STREET
MILWAUKEE, WISCONSIN 53203

Peter J. Braun 10/25/77
Peter J. Braun

Jana L. Braun 10/25/77
Jana L. Braun

Patrick D. Lanphier 10/24/77
Patrick D. Lanphier

Pauline Lecher 10/24/77
Pauline Lecher

Jon R. Neville 10/24/77
Jon R. Neville

Michael T. Durante 10/26/77
Michael T. Durante

Betty J. Durante 10/26/77
Betty J. Durante

Clarice M. Coraggio 10/30/77
Clarice M. Coraggio

Theresa Stark 10/30/77
Theresa Stark

Alexander J. Cochrane 10/26/77
Alexander J. Cochrane

Marie T. Cochrane 10/26/77
Marie T. Cochrane

Shirley Abraham 10/26/77
Shirley Abraham

Richard Sun Gil Park 10/30/77
Richard Sun Gil Park

Julie A. Steivang 10/26/77
Julie A. Steivang

Glenn A. Woods 10/27/77
Glenn A. Woods

Babette M. Woods 10/24/77
Babette M. Woods
fka Babette M. Busol

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Robert Detke
Robert Detke 10/25/77

Emilia Detke
Emilia Detke 10/25/77

Timothy B. Brown
Timothy B. Brown 10/25/77

Jane K. Schwartz
Jane K. Schwartz 10/25/77

Robert F. Hoholek
Robert F. Hoholek 10/25/77

Eugene A. Grassi
Eugene A. Grassi 10/25/77

Eldred H. Westermann
Eldred H. Westermann 10/25/77

Marjorie A. Westermann
Marjorie A. Westermann 10/25/77

Richard Klug
Richard Klug 10/25/77

Gary L. Sprong
Gary L. Sprong 10/25/77

Dorethy H. Sprong
Dorethy H. Sprong 10/25/77

Roman Reske
Roman Reske 10/25/77

Rita Reske
Rita Reske 10/25/77

Claudia Jean Taylor
Claudia Jean Taylor 10/25/77

Gary A. Fairman
Gary A. Fairman 10/25/77

Darlene A. Fairman
Darlene A. Fairman 10/25/77

Clarence J. Allen
Clarence J. Allen 10/25/77

Marie E. Allen
Marie E. Allen 10/25/77

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Gary L. Hanstedt
Gary L. Hanstedt

11/2/77

Constance Hanstedt
Constance Hanstedt

11/2/77

Michael E. Bannon
Michael E. Bannon

10/30/77

Barbara A. Bannon
Barbara A. Bannon

10/20/77

Mildred I. Barkley
Mildred I. Barkley

11/25/77

1/77

Lawrence J. Sharlein
Lawrence J. Sharlein

10/25/77

Rita E. Sharlein
Rita E. Sharlein

10/25/77

Margaret A. Wight
Margaret A. Wight

Margaret A. Thompson
Margaret A. Thompson

11/1/77

James E. DeGueme
James E. DeGueme

10/28/77

Arlene M. Buettner
Arlene M. Buettner

10/28/77

Karen Frankie
Karen Frankie

10/26/77

Daniel J. Gunia
Daniel J. Gunia

10/25/77

Gladys Gunia
Gladys Gunia

10/25/77

John M. Sommer
John M. Sommer

10/25/77

Donna J. Sommer
Donna J. Sommer

10/25/77

John M. Miller
John M. Miller

10/26/77

Barbara J. Miller
Barbara J. Miller

10/26/77

LAW OFFICES
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Scott V. Kinter
Scott V. Kinter 10/25/77

Kathleen A. Kinter
Kathleen A. Kinter 10/25/77

Theodore J. Schoening
Theodore J. Schoening 10/27/77

Lore L. Schoening
Lore L. Schoening 10/27/77

Margaret Fromm
Margaret Fromm 10/28/77

Lillie F. Gross
Lillie F. Gross 10/25/77

Robert K. Williams III
Robert K. Williams III 10/30/77

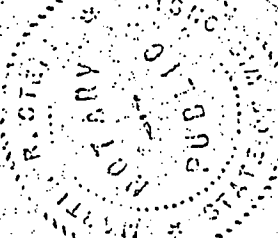
Elaine V. Luisier
Elaine V. Luisier 10/30/77

Ralph N. Luisier
Ralph N. Luisier 10/30/77

Russell F. VanSlett
Russell F. VanSlett 10/30/77

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

The foregoing instrument was acknowledged before me by each of the above named individuals on the date specified opposite their typewritten name. Witness my hand and official seal.



Martin R. Stein
Martin R. Stein, Notary Public
Milwaukee County, State of Wisconsin
My commission is Permanent.

THIS INSTRUMENT WAS DRAFTED BY
MARTIN R. STEIN.

AMENDMENT TO CONDOMINIUM
DECLARATION FOR RAINTREE

DECLARATION, made on the date hereinafter set forth by EMBASSY CONSTRUCTION CORP., a Wisconsin corporation, "Declarant", amendatory to the Condominium Declaration for Raintree recorded in the office of the Register of Deeds, Milwaukee County, Wisconsin at 10:40 A.M., on October 8, 1973, Reel 749, Images 571-606 inclusive, Document No. 4797866, in manner and form following to wit:

Article I, Section 5 is hereby amended to read as follows:

"Limited Common Area" shall mean any portion of the property except the Condominium Units reserved for the use of enjoyment of fewer than all of the Owners.

Article I, Section 6 shall be amended to read as follows:

"Condominium Interest" shall mean the following:

- (a) Fee simple title to a Condominium Unit; together with
- (b) An undivided one-two hundred forty-fourth (1/244) interest as tenants-in-common with all other owners, in the Common Area and facilities, as hereinbefore defined;
- (c) The exclusive right to use as a Limited Common Area, one (1) interior parking space and one (1) exterior parking space within and adjacent to the building in which the Condominium Unit is located, together with a storage cabinet bearing the same number as the Condominium Unit all as shown upon the condominium location map; and
- (d) A membership in the Association, as hereinafter defined, subject to this Declaration, the Articles of Incorporation and by-laws of said Association and any amendments thereto. The foregoing elements of a Condominium Interest shall be inseparable and any conveyance of a Condominium Unit shall be deemed to convey said elements, whether set forth in the instrument of conveyance or not.

REC-774 474194 11020751 B CATEC

23.605

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has
hereunto set its hand and seal this 4th day of February, 1974.

EMBASSY CONSTRUCTION CORP.,
a Wisconsin corporation-Declarant

By [Signature]
Jerome R. McGinnis, President

By [Signature]
Mary A. McGinnis, Secretary

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

The foregoing instrument was acknowledged before me this 4th day of
February, 1974, by Jerome R. McGinnis, president and Mary A.
McGinnis, Secretary of Embassy Construction Corp., a Wisconsin corporation.

Witness my hand and seal.

[Signature]
Martin R. Stein
Notary Public, Milwaukee, Wisconsin
My Commission is permanent.

THIS INSTRUMENT WAS DRAFTED BY

MARTIN R. STEIN

4820351

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 325 PM
on in

FEB 7 1974
Reel 768 Image 1173-1174
[Signature]
REGISTER OF DEEDS

AMENDMENT TO CONDOMINIUM DECLARATION FOR RAINTREE

DECLARATION, made on the date hereinafter set forth by the undersigned, being the owner of Eighty (80) percent of the condominium units in Raintree in accordance with the provisions of the Declaration which was recorded in the office of the Register of Deeds, Milwaukee County, Wisconsin, at 10:40 A.M. on October 8, 1973, Reel 749, Images 571-606 inclusive, Document No. 4797866, and the Amendments thereto recorded at 11:00 A.M. on November 5, 1973, Reel 754, Images 170-172 inclusive, Document No. 4803552, at 3:25 P.M. on February 7, 1974, Reel 768, Images 1173 and 1174, Document No. 4820351, and at 2:45 P.M. on February 7, 1978, Reel 1086, Images 398-401 inclusive, Document No. 5134325, in manner and form following, to-wit:

"RAINTREE" being a part of Parcel I of CERTIFIED SURVEY MAP NO. 2162, being a part of the NW 1/4 of Section 23, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:

Commencing at the Southwest corner of said 1/4 Section; thence North 01° 10' 00" East along the West line of said 1/4 Section 665.95 ft. to a point, being the point of beginning of the land herein to be described;

Continuing thence North 01° 10' 00" East along said West line of said 1/4 Section 459.94 ft. to a point; thence South 88° 50' 00" East 295.00 ft. to a point; thence Easterly 180.64 ft. along the arc of a curve whose center is to the North whose radius is 460.00 ft. and whose chord bears North 79° 55' 00" East 179.48 ft. to a point; thence Northeasterly 105.79 ft. along an arc whose center is to the Northwest whose radius is 120.46 ft. and whose chord bears North 43° 30' 24" East 102.42 ft. to a point; thence South 71° 39' 12" East 131.13 ft. to a point; thence South 01° 13' 00" West 185.00 ft. to a point; thence North 89° 57' 52.5" East 665.28 ft. to a point; thence South 01° 16' 00" West 333.13 ft. to a point; thence South 89° 58' 15" West 1329.98 ft. to the point of commencement.

5189190

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 11:10 AM

FEB 27 1978
REEL 1090 IMAGE 666 to 669

Wm. A. Angell
REGISTER OF DEEDS

8/10

Further, with regard to each of the following units:

6932-B, 6936-B, 6938-B, 6950-B, 6952-C, 6954-B, 6956-B,
6958-C, 6960-B, 6962-C, 6970-B, 6972-B, 6974-C, 6976-C,
6978-B, 6980-C, 6982-B, and 6988-C.

Each of said units, being town houses, shall be increased in size from 477 square feet on each of the two levels for a total of 954 square feet to 477 square feet on the first level and 577 square feet on the second level for a total of 1,054 square feet. Said increase in square footage shall be accomplished by increasing the size of bedroom number 2 in each of said units in accordance with the diagram annexed hereto as Exhibit A and made a part hereof by reference.

Further, as to each of the following units: 6932-D, 6936-D, 6938-D, 6950-D, 6952-D, 6954-D, 6956-D, 6958-D, 6960-D, 6962-D, 6970-D, 6972-D, 6974-D, 6976-D, 6978-D, 6980-D, 6982-D, and 6988-D.

Said condominium units shall be decreased in size from 870 square feet on one level to 770 square feet on one level by eliminating the second bedroom in the two bedroom option or alternatively by decreasing the size of the bedroom in the single bedroom option in accordance with Exhibit A annexed hereto and made a part hereof by reference.

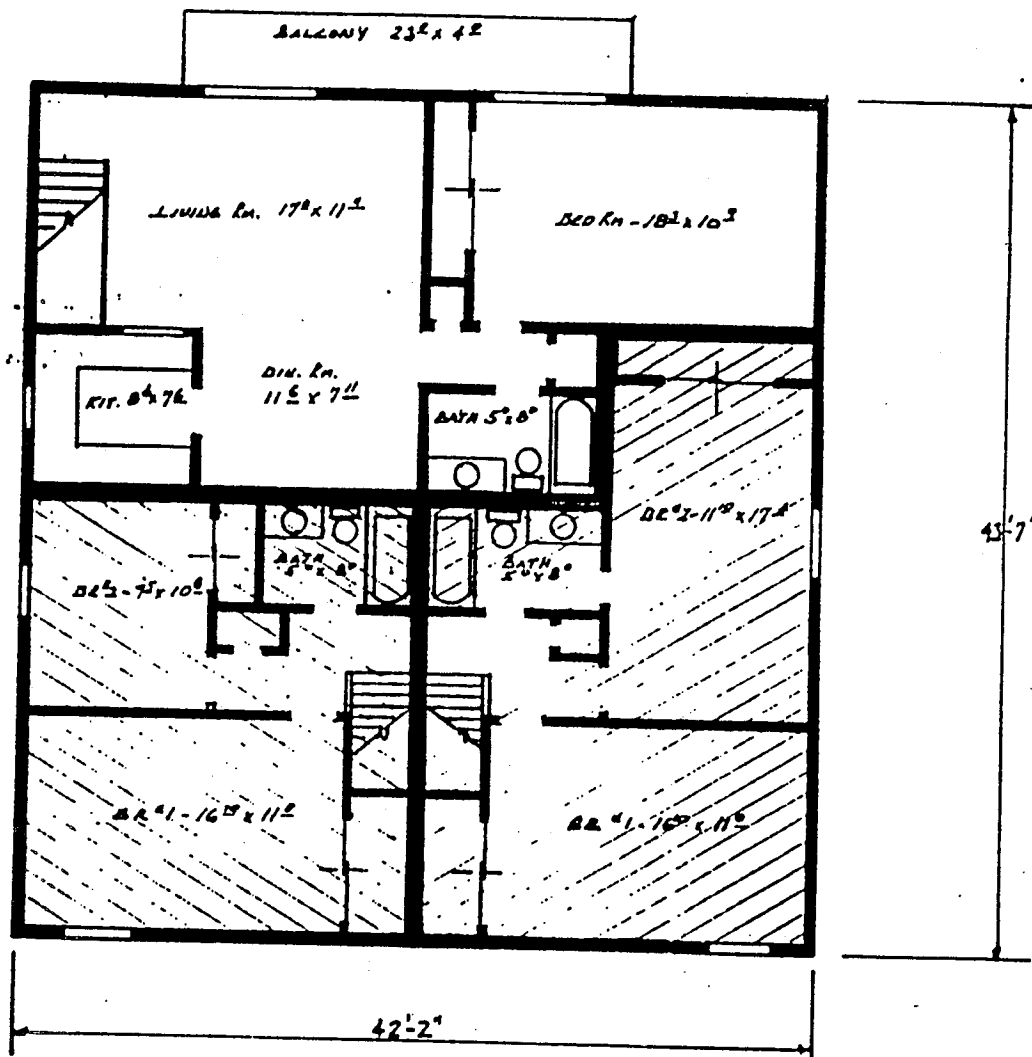
This Amendment is made to correct an error in the Amendment To Condominium Declaration For Raintree recorded on February 7, 1978, Reel 1086, Images 398-401, Document No. 5184325.

In Witness Whereof, the undersigned, being the owner of eighty percent of the condominium units in RAINTREE, a planned unit development, has hereunto set their hand and seal on the 23 day of February, 1978.

EMBASSY CONSTRUCTION CORP., a
Wisconsin corporation

By: Jerome R. McGinnis
Jerome R. McGinnis, President

2ND FLOOR PLAN



LEGEND

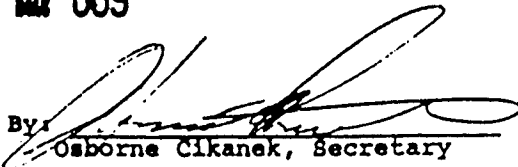


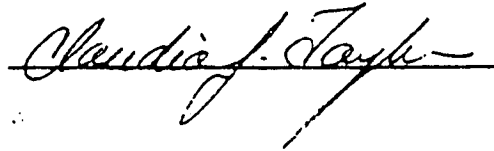
EXPANDED TOWNHOUSE

REGULAR TOWNHOUSE

1 B.R. PENTHOUSE

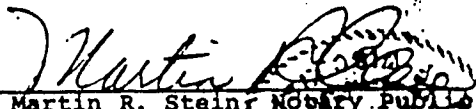
By


Osborne Cikanek, Secretary


Claudia J. Taylor

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS.

The foregoing instrument was acknowledged before me
by each of the above named individuals on the date above
stated. Witness my hand and official seal.


Martin R. Stein, Notary Public
Milwaukee County, Wisconsin
My commission is permanent

THIS INSTRUMENT WAS DRAFTED BY MARTIN R. STEIN.

Return to: Martin R. Stein
623 N. 2nd St.
Milwaukee, WI 53203