DISCLOSURE MATERIALS

FOR

THE WOODLANDS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

Property Address:
N. Golf Drive, W. Golf Drive & N. Golf Circle
Mequon, Wisconsin 53092

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

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

INDEX

THE WOODLANDS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary can be found in section A.
2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The Declaration can be found in section B.
3. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws can be found in section C.
4. ARTICLES OF INCORPORATION: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation can be found in section D.
5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. The Contracts can be found in section E.
6. ANNUAL OPERATING BUDGET: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget can be found in section F.
7. LEASES: There are no leased facilities at this condominium.
8. EXPANSION PLANS: There are no expansion plans in effect at this condominium.
9. FLOOR PLAN(S) AND MAP: The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and the common areas which are part of the condominium. The floor plan(s) and map can be found in the Declaration which can be found in section B.
10. STATUTORY RESERVE ACCOUNT: The condominium has a Statutory Reserve Account. The Statutory Reserve Account Statement can be found in section G

SECTION

A

Executive Summary

The Woodlands of Ville Du Parc, a Condominium

This Executive Summary highlights some of the information that prospective buyers of units in The Woodlands of Ville Du Parc are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. However, there are provisions and information contained in the Disclosure Materials that will be of importance and significance to a unit owner that are not included in this Executive Summary. ***This summary is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

1. **Condominium Name.** The Woodlands of Ville Du Parc, a Condominium.

2. **Condominium Governance.** The condominium is governed by The Woodlands of Ville Du Parc Condominium Association, Inc. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.

3. **Association Management.** The Association has engaged Hunt Management Incorporated to serve as the Managing Agent for the condominium.

4. **Association Contact Information.**

Contact Name:	Hunt Management Incorporated, AAMC
Phone:	262-238-1480
Email:	clientservices@huntmanagement.com
Mailing Address:	10520 N. Baehr Road, Suite Q, Mequon, WI 53092

5. **Can the condominium be expanded in the future?** No. The right to expand the condominium has expired.

6. **Does the condominium have special amenities or features?** No.

7. **Maintenance and Repair of Units.** Each unit owner, at his or her own expense, is responsible for the maintenance, repair, and replacement of the unit—including the windows and doors—and for any utility lines, heating and air conditioning equipment and other improvements located therein.

    - For specific information, see: Declaration, Art. V, § 12(b).

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

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

limited common elements.

Unit Owner Responsibilities: Unit owners shall keep the limited common elements appurtenant to his/her unit in good, clean, sanitary, and attractive condition. In addition, the maintenance, repair and replacement of the deck/patio immediately adjacent to or attached to a unit is the responsibility of the unit owner.

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

- For specific information, see: Declaration Art. V § 12(a) and Art. VIII, §§ 1 and 2; Second Amendment to Declaration.

9. **Alterations of Units and Limited Common Elements.** A unit owner must obtain the prior written consent from the Association's board of directors before commencing any improvements or alterations that affect the exterior of a unit or any other part of the property. Similarly, an owner must obtain the consent of the board to install an awning or enclose a deck, patio or porch or to make any changes thereto.

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

   - For specific information, see: Declaration, Art. X.

10. **Parking.**

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

    Cost: There is no additional cost for parking.

    - For additional information see: Declaration, Art. V. § 3(c).

11. **Rental of Units:** A unit owner may lease his or her unit, provided the minimum lease term is not less than thirty (30) days.

    - For specific information, see: Declaration, Art. V. § 2(c); Bylaws, Art. XII.

12. **Pets:**

    Number of Pets Allowed Per Unit: Unit owners are permitted to keep one (1) dog or one (1) cat.

Animal Restrictions: Animals must be under the control of the unit owner when outside of the unit. Animals shall not be allowed to create a nuisance or annoyance. Unit owners are responsible for immediately disposing of all pet waste.

- For specific information, see: Declaration, Art. V. § 2(c).

13. **Amendments:** Wisconsin law allows the unit owners to amend the Declaration, Bylaws, Rules and Regulations and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

    Declaration: The Declaration may be amended with the written consent of not less than three-fourths (3/4) of the unit owners, subject to mortgagee approval.

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

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

    - For specific information see: Declaration Art. XV, § 5; Bylaws, Art. VI, § 1(g) and Art. XIV.

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

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

16. **Transfer Fee:** The Association charges a fee of $50.00 in connection with the transfer of ownership of a unit. (Declaration, Art. V, § 8).

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

18. **Payoff Statement Fee:** The Association does not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge up to $25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.

19. **Reserves**. The Association maintains a statutory reserve account for replacement, or repair of common elements and other extraordinary expenditures.*

20. **Reserve Balance.** The amount of the reserve balance is $ 97,034.00. This amount is current as of December 31, 2021.

- For specific information about the reserve balance, contact the Board of Directors.

This Executive Summary was prepared or revised on February 9, 2022.

* **Note:** A "statutory reserve account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from § 703.165.

©2019 von Briesen & Roper, s.c.

SECTION

B

Recorded with the Register of Deeds for Ozaukee County August 26, 1982, Volume 478, Pages 788-838 inclusive, Document No. 334358. Amendment dated June 6, 1983 and recorded June 17, 1983, Volume 490, Pages 704-709 inclusive, Document No. 340873.

DECLARATION OF CONDOMINIUM OWNERSHIP

OF

THE WOODLANDS OF VILLE DU PARC

A Condominium

Mequon, Wisconsin

TABLE OF CONTENTS

Article I		Definitions and Legal Description	4
Section	1	Legal Description of Land	
Section	2	Definitions	
		(a) "Association"	
		(b) "Owner"	
		(c) "Unit"	
		(d) "Unit Number"	
		(e) "Common Elements"	
		(f) "Limited Common Elements"	
		(g) "Developer"	
		(h) "Mortgage"	
		(i) "Mortgagee"	
		(j) "Majority"	
		(k) "Person"	
Article II		Property and Units - Submission to Act	6
Section	1	Submission of Property to the Act	
Section	2	Code Identification	
Section	3	Description of Building	
Section	4	Boundaries of Units	
Article III		Common Elements and Limited Common Elements	7
Section	1	Ownership of Common Elements	
Section	2	Description of Common Elements	
Section	3	Description of Limited Common Elements	
Section	4	No Partition of Common Elements	
Article IV.		Conveyance of Unit	8
Section	1	Interests Included	

Article V	Other Property Rights and Obligations of Owners	8
Section 1	Owner's Right to Ingress and Egress and Support	
Section 2	Use of Units	
	(a) Residential and Leases	
	(b) Number of persons	
	(c) Children	
	(d) Animals and Pets	
	(e) Hotel	
Section 3	Use of Common Elements	
Section 4	Prohibition of Damage and Certain Activities	
Section 5	Rules and Regulations	
Section 6	Delegation of Use	
Section 7	Transfer Fee	
Section 8	Construction	
Section 9	Separate Mortgages of Units	
Section 10	Separate Real Estate Taxes	
Section 11	Maintenance, Repairs and Replacement	
Section 12	Common Surpluses	
Article VI	Association Membership and Voting Rights	12
Section 1	Membership	
Section 2	Voting	
Section 3	Unit Value for Voting	
Section 4	Amplification	
Article VII	Rights and Obligations of the Association	13
Section 1	The Common Elements	
Section 2	Services	
Section 3	Personal Property for Common Use	
Section 4	Rules and Regulations	
Section 5	Implied Rights	
Section 6	Personal Liability	
Article VIII	Covenant for Assessment	14
Section 1	Agreement to Pay Assessment	
Section 2	Purpose of Assessment	
Section 3	Annual Assessments	
Section 4	Special Assessments for Capital Improvements	
Section 5	Special Assessments Against a Particular Unit	
Section 6	Notice of Meeting	
Section 7	Uniform Rate of Assessment	
Section 8	Date of Commencement of Annual Assessments	
Section 9	Lien for Assessment	
Section 10	Effect of Nonpayment of Assessments	
Section 11	Subordination of the Lien to Mortgages	
Article IX	Expanding Condominium	18

Section 1	Annexation of Condominium Property	
Section 2	Restrictions and Conditions Applicable to Annexed Property	
Section 3	Change in Fractional or Percentage Interest	
Section 4	Procedures for Annexation	
Article X	Architectural Control	19
Section 1	Architectural Control Committee Authority	
Section 2	Antenna	
Section 3	Developer Control	
Article XI	Party Walls	20
Section 1	General Rules of Law to Apply	
Section 2	Sharing of Repair and Maintenance	
Section 3	Right to Contribution Runs with Land	
Section 4	Encroachment	
Article XII	Insurance	20
Section 1	Obligation of Association	
Section 2	Insurance Proceeds	
Section 3	Destruction and Reconstruction	
Section 4	Partition	
Section 5	Other Insurance	
Article XIII	Exculpation of Association Liability	22
Article XIV	Developer's Rights	22
Article XV	General Provisions	23
Section 1	Enforcement	
Section 2	Severability	
Section 3	Termination	
Section 4	Perpetuities and Restraints on Alienations	
Section 5	Amendments	
Section 6	Registered Agent for Service of Process	
Section 7	Number and Gender	
Section 8	Captions	
Exhibit A-1	Legal Description	26
Exhibit A-2	Unit Numbers and Addresses	27
Exhibit A-3	Legal Description of Area for Expansion	30
Exhibit B	Location of Building and Floor Plans	31

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR THE WOODLANDS OF VILLE DU PARC
A Condominium
Mequon, Wisconsin

THIS DECLARATION, (as amended _____, 1983) made this 13th day of August, 1982, by ROBERT W. CHAMBERLAIN, (hereinafter referred to as the "DEVELOPER").

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

WHEREAS, the DEVELOPER intends to, and does hereby submit and subject such real estate, together with all buildings, structures, improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertaining thereto, to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703, Wisconsin Statutes; and

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

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

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

ARTICLE I

DEFINITIONS AND LEGAL DESCRIPTION OF LAND

Section 1. LEGAL DESCRIPTION OF LAND: The real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, is legally described as set forth on Exhibit "A-1" attached hereto and incorporated herein.

Said real estate and all improvements thereon and appurtenances thereto shall be known as THE WOODLANDS OF VILLE DU PARC, a Condominium.

Section 2. DEFINITIONS: For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "ASSOCIATION" shall mean and refer to THE WOODLANDS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC., a corporation formed under the nonstock corporation statute, Chapter 181, Wisconsin Statutes, its successors and assigns.

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

(c) "UNIT" shall mean and refer to a part of the property subject to the Declaration, consisting of one (1) or more cubicles of air at one or more levels of space or one or more rooms or enclosed spaces located in one or more floors (or parts thereof) in a building and bounded along such boundaries as shown on the building and floor plans attached hereto as Exhibit B, together with all facilities and improvements therein contained, excluding the land underneath same.

(d) "UNIT NUMBER" shall mean the number, letter or combination thereof identifying a Unit.

(e) "COMMON ELEMENTS" shall mean and refer, unless otherwise provided in this Declaration or amendments thereto, to the common areas and facilities consisting of the land and the entire premises described in Section 1 above, excepting the Units and excepting and subject to any structures built or improvements installed by or for public utilities.

(f) "LIMITED COMMON ELEMENTS" shall mean those common elements identified herein as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

(g) "DEVELOPER" shall mean and refer to ROBERT W. CHAMBERLAIN, and his successors and assigns. The Developer may also be referred to as the Declarant.

(h) "MORTGAGE" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

(i) "MORTGAGEE" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any land contract vendor of any Unit, or any successor to the interest of such person under such Mortgage or such land contract.

(j) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

(k) "PERSON" shall mean an individual, corporation, partnership, association, trust or other legal entity.

ARTICLE II

PROPERTY AND UNITS:
SUBMISSION TO ACT

Section 1. SUBMISSION OF PROPERTY TO THE ACT: The DEVELOPER hereby submits the real estate described in Article I and all buildings and improvements constructed or to be constructed thereon to the provisions of said Condominium Ownership Act (the "ACT").

Section 2. CODE IDENTIFICATION: Each Unit shall be specifically designated by its Unit Number as set forth in Exhibit B attached hereto and hereby made a part of this Declaration. Such Unit Number shall consist of one or two numerals.

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

Section 3. DESCRIPTION OF RESIDENTIAL BUILDINGS: Each residential building on the real estate described in this Declaration contains two (2) Units and are fully described in the exhibits attached hereto and made a part of this Declaration. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Developer. The twenty-six (26) buildings aggregating fifty-two (52) Units, are located as indicated in Exhibit "B" attached hereto and made a part of this Declaration. Each Unit contains a basement, an attached two-car garage, a living room, dining room, kitchen, laundry room, two, two and one-half, or three bathrooms and one, two, or three bedrooms. Some of the one and two bedroom Units have an additional room which serves as another bedroom or a den, and some of the three bedroom Units have a den.

The buildings are constructed principally of wood, siding and brick veneer and have pitched asphalt shingle roofs.

Each Unit will contain central forced air gas heat, central air conditioning, a gas hot water heater, garbage disposal, range top, double oven and dishwasher.

The Developer reserves the right to change the style, model, size or location of any Unit prior to completion of construction, regardless of the initial designation of such style, model, size or location on Exhibits or elsewhere in this Declaration, prpvided all Units are comparable in style and quality.

The buildings are located as indicated in Exhibit "B" attached hereto and made a part of this Declaration. The location and designation of each Unit and the immediate Common Elements and Limited Common Elements to which each Unit has access are shown in Exhibit B as are the approximate area and number of rooms of each Unit. The Unit Numbers and street address of each Unit are as set forth in Exhibit "A-2" attached hereto and made a part of this

Declaration.

Section 4. BOUNDARIES OF UNITS: The vertical boundaries of each Unit shall be the center line of interior walls bounding a Unit and interior of the outside walls bounding a Unit; the lower horizontal boundary of a Unit shall be the plane of the upper surfaces of the base floor of the lowest level of the Unit, and the upper horizontal boundary shall be the plane of the under surface of the ceiling of the highest level of the Unit.

All windows, window frames, and doors, including all glass in all windows and doors, shall be considered a part of the Unit.

All installations for providing power, light, gas, hot and cold water, heating, refrigeration and air conditioning exclusively to one Unit shall be considered a part of that Unit.

ARTICLE III

COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. OWNERSHIP OF COMMON ELEMENTS: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with such Unit. Each Unit's percentage of ownership in the Common Elements shall be 1/52nd.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements as have been granted or may hereafter be granted to the City of Mequon or to public utilities.

Section 2. DESCRIPTION OF COMMON ELEMENTS AND FACILITIES: The Common Elements and facilities shall consist of:

(a) The land described in this Declaration;

(b) The driveways located on the land;

(c) All other parts of the property necessary or convenient to its existence, maintenance and safety, all normally in common use and not herein designated as Limited Common Elements;

(d) The foundations, columns, girders, beams, supports, main walls and roofs of the buildings;

(e) Areas set aside for storage of maintenance equipment;

(f) Installations for providing central services such as

power, light, gas heating and cold water;

(g) Tanks, pumps, controls, fans, compressors, ducts and, in general, all apparatus and installations intended for common use;

Section 3. DESCRIPTION OF LIMITED COMMON ELEMENTS AND FACILITIES: The Limited Common Elements and Facilities are all porches, patios, walkways and driveways which service one Unit shall be a part of the Common Elements. Each Unit Owner shall be entitled to the exclusive use and possession of that Porch, patio, walkway and driveway, direct access to which is provided for his respective Unit, and which is or are located outside of and adjoining his respective Unit.

Section 4. NO PARTITION OF COMMON ELEMENTS: There shall be no partition of Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit Ownership between such co-owners.

ARTICLE IV

CONVEYANCE OF UNIT

Section 1. INTERESTS INCLUDED IN CONVEYANCE: No Unit Owner may sell, convey or transfer any legal or equitable interest in his Unit without including the percentage of ownership interest in the Common Elements and in all assets and liabilities of the Association appurtenant to the Unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the Unit Owner..

ARTICLE V

OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. OWNER'S RIGHT TO INGRESS AND EGRESS AND SUPPORT: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his Unit and such rights shall be appurtenant to and pass with the title of each Unit.

Section 2. USE OF UNITS:

(a) The Units shall be occupied and used only for private residential dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within said Units. The Declarant may lease a Unit on such terms and conditions as he desires in his sole discretion, but after a

Unit has been conveyed by Declarant to an owner, it may not thereafter be leased except for a term of not less than one (1) month. Any person occupying a Unit with the authority of an Owner shall comply with all of the restrictions, covenants and conditions imposed hereunder on an Owner. If a Unit is leased as aforesaid, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names and telephone number. If an Owner of a Unit intends to leave such Unit for a period of more than one (1) month, such Owner shall notify the Association prior thereto of his forwarding address and of a telephone number where he can be reached.

(b) No Unit shall be occupied by more than two (2) unrelated persons. For the purpose of this document, a "related" person shall be defined as a parent, sibling, child, aunt, uncle or other lineal ancestor.

(c) No Owner of a Unit shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, whose family includes more than one (1) child under the age of fourteen (14).

(d) No animal, except a permitted pet (as herein defined) or a permitted animal (as herein defined) shall be allowed within or about the premises.

A permitted pet is defined as a single caged bird or common small tank fish.

A permitted animal is defined as a single domestic dog or cat.

No animal or pet, whether a permitted animal or permitted pet, may be kept, bred or maintained for commercial purposes. Animals shall not be allowed at large and shall be under control of a person when outside the Unit of its Owner, shall be walked only in designated open areas and all droppings must be picked up and disposed of by the person in control of such animal.

(e) A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (a) any rental for periods of less than thirty (30) days; or (b) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.

Section 3. USE OF COMMON ELEMENTS:

(a) No trade or business may be carried on in the Common Elements. There shall be no obstruction of the Common

Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed or removed from the Common Elements except upon the prior written consent of the Association. No garbage or rubbish containers shall be placed or kept in any Common Elements or Limited Common Elements, other than those areas designated by the Association therefor.

For Sale Signs + Painting

(b) An Owner of a Unit shall in no case paint, decorate, or alter the appearance of the Common Elements or exterior of the buildings without the consent of the Board of Directors of the Association. No Owner of a Unit may erect, post or display posters, signs or advertising material on or in the Common Elements; provided, however, that any Owner of a Unit may erect or post a temporary sign of customary and reasonable dimension relating to a Unit for sale.

(c) Parking areas (including driveways on which parking is allowed), whether designated as Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped or to permit cleaning thereof or the removal of snow therefrom or for similar purposes.

Section 4. PROHIBITION OF DAMAGE AND CERTAIN ACTIVITIES: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner, and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by him or his invitee, to the Association or their Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements as may become an annoyance or nuisance (including the use of HiFis, stereos, musical instruments, televisions or radios at such time or in such volumes of sound as to be objectionable) to any other Owner or to any other person at any time lawfully occupying the Unit.

Section 5. SUBDIVISION OF UNITS: Except as may be provided for herein, no

Units may be subdivided.

Section 6. RULES AND REGULATIONS: No Owner shall violate the rules and regulations for the use of the Units and of the Common Elements as adopted from time to time by the Association.

Section 7. DELEGATION OF USE: Any Owner may delegate, in accordance with the By-Laws, or this Declaration, his right of enjoyment of the Common Elements and facilities to the members of his family, to the tenants of his Unit or contract purchasers of his Unit and only to said individuals.

Section 8. TRANSFER FEE: A transfer fee of Fifty Dollars ($50.00) shall be paid to the Association by each Unit Owner (other than the Developer) who shall sell a Unit to a new purchaser as a condition of issuance by the Association of a certification as to the status of payment of homeowner's assessments.

Section 9. CONSTRUCTION: In the event any construction or remodeling work shall be performed in or about a Unit by a Unit Owner, or his contractors, agents, servants, and/or employees, said Unit Owner shall be responsible for maintaining and keeping the Common Elements and public areas such as hallways, public walks and drives free and clear of debris, dust, and construction materials, and promptly cause the removal of such debris, dust and construction materials as may be placed thereon.

Section 10. SEPARATE MORTGAGES OF UNITS: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective Ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his own Unit and his own respective Ownership interest in the Common Elements.

Section 11. SEPARATE REAL ESTATE TAXES: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of Ownership in the Common Elements, as provided in the Wisconsin Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit shall pay his proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his respective percentage of Ownership interest in the Common Elements. In the latter event, to assure the ability of each Unit Owner to pay his share of the real estate taxes the Association may establish an escrow account and require each Unit Owner to pay into such account a sum equal to one-twelfth (1/12th) his share of the estimated real estate taxes each month.

Section 12. MAINTENANCE, REPAIRS AND REPLACEMENTS:

(a) All maintenance, repairs and replacements to the Common Elements and facilities, and the Limited Common Elements and facilities, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of

a Unit Owner, in which case such expense shall be charged to such Unit Owner), shall be made by the Board of Directors and charged to the Unit Owners as a common expenses.

(b) The Owner of each Unit shall furnish, at his own expense, and be responsible for all maintenance, repairs and replacement of interior surfaces of each Unit together with utility lines, mechanical equipment and fixtures which serve only one Unit, and such fixtures and equipment which are located within one Unit; and glass surfaces, screens, doors, windows, door and window hardware appurtenant to each Unit. The expense of such maintenance, repairs and replacement shall be borne solely by each such Owner.

(c) No Unit Owner, except as otherwise provided herein or in the By-Laws, may do any alteration which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament.

(d) In the event that the need for maintenance, repairs or replacement is caused through the willful or negligent act of an Owner, his family, guests or invitees, the costs of such maintenance, repairs or replacement shall be added to and become a part of the assessment to which such owner's Unit is subject.

Section 13. COMMON SURPLUSES: All Common Surpluses shall be credited to Unit Owners' assessments for common expense in proportion to their obligation for Basic Assessments. The Condominium Owners Association may from time to time provide for other common uses of such surpluses.

ARTICLE VI

ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

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

Section 2. VOTING:

(a) All Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in

any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

(b) The Developer shall be entitled to one vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Developer shall have sufficient votes to constitute a majority of votes until all its Units are sold; provided, further, that Developer's control shall cease seven (7) years after the first Unit is conveyed to a purchaser other than the Developer, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier.

Section 3. UNIT VALUE FOR VOTING: The interest for each Unit shall be 1/52nd and shall serve as a basis in determining the voting interest of each Unit on matters for determination by Unit Owners and as to other matters described in the Wisconsin Unit Ownership Act.

Section 4. AMPLIFICATION: The provisions of this article may be amplified by the Articles of Incorporation and the By-Laws of the Association; provided, however, that no such amplification shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

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

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

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

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

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

Section 6. PERSONAL LIABILITY: NO DIRECTOR or OFFICER of the ASSOCIATION shall be personally liable to any UNIT OWNER or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such Officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

ARTICLE VIII

COVENANT FOR ASSESSMENTS

Section 1. AGREEMENT TO PAY ASSESSMENT: Developer for each Unit owned by him hereby covenants, and each Owner of any Unit by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, annual assessments, special assessments for capital improvements, and assessments for any other matters as provided in this Declaration. Such assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. PURPOSE OF ASSESSMENTS: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary.

Section 3. ANNUAL ASSESSMENTS: The Board of Directors of the Association shall from time to time, and at least annually, prepare a budget and fix the

annual assessment.

Section 4. SPECIAL ASSESSMENT FOR CAPITAL IMPROVEMENTS: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purposes of: (a) defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Elements including fixtures and personal property related thereto; (b) offsetting shortages resulting from noncollection of the annual assessment or underestimation; and (c) unusual or unpredicted costs such as cost of collecting annual assessment or enforcement of the provisions of the Declaration; provided, however, that any such assessment shall have the assent of two-thirds (2/3) of the votes of Members affected who are voting in person or by proxy at a meeting duly called for this purpose. The cost of the initial Common Element improvements is excluded from the special assessments authorized in this section, such cost to be borne by Developer.

Section 5. SPECIAL ASSESSMENT AGAINST A PARTICULAR UNIT: Special assessments may be made by the Board against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By-Laws, or the Rules or Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurrred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or the storage area appurtenant to the Unit;

(e) Interest due on General and Special Assessments;

(f) Forfeitures and other penalties levied by the Board for violations of the Condominium Documents by a Unit Owner or the tenants or guests of the Unit Owner or occupants of a Unit.

(g) All other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the By-Laws.

Section 6. NOTICE OF MEETINGS: Written notice of any meeting called for the

purpose of taking any action authorized under Section 4 shall be sent to all affected members and any mortgagee who shall request such notice in writing not less than ten (10) days or more than sixty (60) days in advance of the meeting. The presence, at such meeting, of members or of proxies entitled to cast twenty-five percent (25%) of all the votes affected shall constitute a quorum.

Section 7. UNIFORM RATE OF ASSESSMENT: Both annual and Special Assessments must be fixed at a uniform rate for all Units; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided in Section 5 of this Article.

Section 8. DATE OF COMMENCEMENT OF ANNUAL ASSESSMENTS: The annual assessments provided for herein shall be payable in monthly installments and shall commence as to all Units on the first day of the first month following the conveyance of the first Unit by the Developer. The first annual assessment shall be adjusted according to the number of months then remaining in 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 thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

Section 9. LIEN FOR ASSESSMENTS: All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

(b) A lien for all sums unpaid on a first mortgage, or on any mortgage to the Developer, duly recorded in the Ozaukee County, Wisconsin, real estate records, prior to the making of such assessment, including all unpaid obligatory advances to be made pursuant to such mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Mechanics liens filed prior to the making of the assessment; and

(d) All sums unpaid on any mortgage loan made pursuant to Section 45.80 Wisconsin Statutes.

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

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

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

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than thirty (30) days after the same shall have become due and any default in the performance by the individual Unit Borrower of any obligation under the condominium documents which is not cured within thirty (30) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

late fees etc

Section 10. EFFECT OF NONPAYMENT OF ASSESSMENTS: REMEDIES OF THE ASSOCIATION: Any assessments which are not paid when due shall be delinquent. Any assessment or installment thereof not paid within ten (10) days after the due date shall bear interest from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid). All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment

becomes delinquent, the privilege of paying such assessment in installments shall be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

Section 11. SUBORDINATION OF THE LIEN TO MORTGAGES: The lien of the assessments provided for herein shall be subordinate to the liens described in Section 9 (a), (b), (c) and (d) above. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to a mortgage foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his successors and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IX

EXPANDING CONDOMINIUM

Section 1. ANNEXATION OF CONDOMINIUM PROPERTY: Declarant expressly reserves unto hisself, his successors and assigns the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time for a period commencing on the date of the recording of this Declaration and expiring on the seventh anniversary of the date of the recording of this Declaration, all or any portion of the real property which is described in Exhibit "A-3" which is attached hereto, and incorporated herein.

Section 2. RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY: There may be constructed on the property described in Exhibit "A-3", when fully developed up to a maximum of ninety-two (92) Units. Such Units shall be constructed in such a manner as to be comparable in style and quality with the Units in the first stage. The Units constructed, after the first stage, and their owners shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, the rules, regulations, decisions and resolutions as from time to time adopted by the Association in accordance with its By-Laws.

Section 3. CHANGE IN FRACTIONAL OR PERCENTAGE INTEREST: In the event of construction of further stages beyond the first stage, the fractional or percentage interest of each Unit following the addition of the property to the condominium, if added, shall be that fraction using the number 1 as the numerator and the total number of Units in both stages as the denominator.

Section 4. PROCEDURES FOR ANNEXATION: The right of construction of further stages herein created and reserved to Declarant, its successors and assigns, shall be exercised by recording a supplement or supplements to this Declaration which shall not be deemed an amendment to this Declaration within the meaning of Article XIV, Section 4, hereof. Nothing contained herein shall

be construed so as to create any obligation on behalf of Declarant, his successors and assigns, to in fact undertake further stages of construction or to construct additional units. By acceptance of a deed of conveyance of a unit from the Declarant, the grantee of such Unit and each assignee or successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fractional or percentage of undivided interest in the common elements, the liabilities for common expenses and the rights to common surpluses; and Declarant, its successors and assigns, shall have, in the event of such annexation, the right, power and authority to execute, deliver and record in the office of the Register of Deeds for Ozaukee County, Wisconsin, in his own behalf, and on behalf of the grantee and each successor entitled to such Unit, such instruments, if any, as may be required to effectuate such annexation an adjustment in the percentage or fractional undivided interest in the common elements the liabilities for common expenses and the rights to common surpluses, and the total number of votes in the Association.

Upon request of the Developer or of any title company issuing a policy of title insurance for the Unit, the original grantee of a Unit and each successor in title shall sign a consent form on the deed conveying title, in a form acceptable to the Developer or the title company, consenting and agreeing to the adjustment in the fractional or percentage of undivided interest in the common elements, liabilities for common expenses and the rights to common surpluses, and the total number of votes in the Association.

ARTICLE X

ARCHITECTURAL CONTROL

Section 1. ARCHITECTURAL CONTROL COMMITTEE AUTHORITY: No exterior additions or alterations, including painting or decorating, to the buildings, porch, patios, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained except such as are installed or approved by the Developer in connection with the initial preparation of the buildings, until the plans and specifications showing the nature, kind, shape, height, materials, location, color and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to the buildings by an Architectural Control Committee composed of the Board of Directors of the Association, or by a representative or representatives designated by the Board of Directors. In the event said Committee, or its designated representatives, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, and if no suit to enjoin the making of such additions, alterations or changes has been commenced within sixty (60) days of application, such approval shall be deemed to have been given. If no application has been made to the Architectural Control Committee or their representatives, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. Neither the members of the Architectural Control Committee nor its designated representatives shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed t

independent professional advisors retained by the Architectural Control Committee.

Section 2. ANTENNAE: Exterior antennae shall not be placed on the building without the approval of the Architectural Control Committee or its designated representatives.

Section 3. DEVELOPER CONTROL: During the period of Developer Control, Developer shall act as the Architectural Control Committee unless he delegates such function to the Board of Directors.

ARTICLE XI

PARTY WALLS

Section 1. GENERAL RULES OF LAW TO APPLY: Each wall which is built as a part of the original construction of the building 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.

maint of party wall

Section 2. SHARING OF REPAIR AND MAINTENANCE: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. RIGHT TO CONTRIBUTION RUNS WITH LAND: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

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

ARTICLE XII

INSURANCE

Section 1. OBLIGATION OF ASSOCIATION: The Association, for the benefit of all Unit Owners, shall insure the Units against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Units, without prejudice to the right of each Unit Owner to also insure his own Unit for his own benefit. The premiums for such insurance on the Units shall be deemed common expenses; provided, however, that in charging the same to the Unit Owners, consideration may be

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

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

Section 3. DESTRUCTION AND RECONSTRUCTION: In the event of a partial or total destruction of one or more Units, they shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the Owners of Units and two-thirds (2/3) of the holders of first mortgages subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specifications of any building or Unit may vary from that of the original upon approval of the Association; provided, however, that the number of square feet of any Unit may not vary by more than five percent (5%) from the number of square feet for such Unit as originally constructed, and the location of the Unit shall be substantially the same as prior to the damage or destruction.

Section 4. PARTITION: The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to

an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their liability for assessments and shall be distributed in accordance with the priority interests in each Unit.

Section 5. OTHER INSURANCE: The Association shall maintain, as a common expense, the following insurance coverages:

(a) Public liability insurance covering the Association andthe Board and members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any Common Elements or from any activity of the Association, with limits of not less than $500,000/person and $1,000,000/occurrence for bodily injury or death and not less than $250,000/occurrence for property damage, including a waiver of subrogation rights against any member, Officer or Director of the Association;

(b) Workmen's Compensation insurance to the extent necessary to comply with applicable law;

(c) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Association against any loss from malfeasance or dishonesty of any employee or other person changed with management or possession of Association funds or other property;

(d) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including without limitation comprehensive liability insurance.

ARTICLE XIII

EXCULPATION OF ASSOCIATION LIABILITY

In the event any Unit Owner shall suffer damages to the contents, improvements or betterments of his Unit, as a result of water damages caused by the bursting of any plumbing or heating pipes, no liability therefor shall attach to the Association and the cost for such repairs shall accrue to such individual Unit Owner.

ARTICLE XIV

DEVELOPER'S RIGHTS

Until such time as the Developer has sold all of the Units in the

condominium the Developer shall have the right to use any unsold Units and the Common Areas as may be necessary to expedite the sale of Units, including, but not limited to, the maintaining of a sales office, the holding of open house and the erecting of signs.

ARTICLE XV

GENERAL PROVISIONS

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

Section 2. SEVERABILITY: If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

Section 3. TERMINATION: This Declaration may be terminated only by the unanimous consent of all of the Owners of all Units and all of the parties holding mortgages, liens or other encumbrances against any of said Units, in which event the termination of the Declaration shall be by such plan as may be then adopted by said Owners and parties holding any mortgages, liens or other encumbrances. The instruments necessary for such termination shall be recorded in Ozaukee County, Wisconsin.

Section 4. PREPETUITIES AND RESTRAINTS ON ALIENATIONS: If any of the privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of: 1) the rule against perpetuities or some other analogous statutory provisions; 2) the rule restricting restraints on alienation, or 3) some other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the now living lawful descendants of RONALD REAGAN,

President of the United States of America.

Section 5. AMENDMENTS: Except as hereinafter limited and provided, this Declaration may be amended by an instrument signed by the Developer alone at any time prior to the sale of twenty-five (25%) percent of the Units and thereafter signed by not less than seventy-five (75%) percent of the Unit Owners; provided, however, that such amendment shall not substantially alter any of the rights or obligations of the Owners and/or members.

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

Any Amendment must be recorded in Ozaukee County, Wisconsin.

Section 6. REGISTERED AGENT FOR SERVICE OF PROCESS: The initial registered agent for service of process shall be Robert W. Chamberlain, 12400 Ville du Parc Drive, Mequon, Wisconsin 53092. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association and upon proper filing of said name with the Secretary of State of Wisconsin and with the Register of Deeds for Ozaukee County, Wisconsin.

Section 7. NUMBER AND GENDER: Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

Section 8. CAPTIONS: The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

IN WITNESS WHEREOF, the Developer, ROBERT W. CHAMBERLAIN, has affixed his hand and seal this 13th day of August, 1982.

/s/ Robert W. Chamberlain (SEAL)
Robert W. Chamberlain

AUTHENTICATION

Signatures authenticated this 13th day of August, 1982.

/s/ Eli C. Frank
Eli C. Frank
Title: Member State Bar of Wisconsin

This instrument was drafted by Eli C. Frank, of the law firm of Frank & Hiller, Ltd.

(The amendment was executed by Robert W. Chamberlain and his signature authenticated by M. P. Frank on _____, 1983.)

"LEGAL DESCRIPTION"

THE
WOODLANDS OF VILLE DU PARC
STAGE VI

THAT PART OF THE NW 1/4 AND THE NE 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 13, T 9 N, R 21 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 13:
THENCE DUE NORTH ALONG THE EAST LINE OF THE NE 1/4 OF SECTION 13 AFORESAID 791.13 FT. TO A POINT:
THENCE SOUTH 70° 46' 12" WEST 994.78 FT. TO A POINT:
THENCE SOUTH 28° 12' 06" WEST 858.42 FT. TO A POINT:
THENCE SOUTH 02° 35' 57" EAST 383.45 FT. TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 13;
THENCE NORTH 89° 30' 00" EAST 662.48 FT. TO A POINT:
THENCE NORTH 00° 13' 43" EAST 666.95 FT. TO A POINT IN THE EAST AND WEST QUARTER LINE OF SECTION 13:
THENCE NORTH 89° 42' 35" EAST ALONG THE EAST AND WEST QUARTER LINE OF SECTION 13 AFORESAID 662.45 FT. TO THE POINT OF BEGINNING.
EXCEPTING THOSE PORTIONS TO BE DEDICATED FOR PUBLIC STREET PURPOSES.

UNIT NUMBERS AND ADDRESSES

Unit 1	12427N 29W Golf Drive
Unit 2	12425N 29W Golf Drive
Unit 3	12419N 29W Golf Drive
Unit 4	12417N 29W Golf Drive
Unit 5	12411N 29W Golf Drive
Unit 6	12409N 29W Golf Drive
Unit 7	12403N 29W Golf Drive
Unit 8	12401N 29W Golf Drive
Unit 9	12343N 29W Golf Drive
Unit 10	12341N 29W Golf Drive
Unit 11	12335N 29W Golf Drive
Unit 12	12333N 29W Golf Drive
Unit 13	12327N 29W Golf Drive
Unit 14	12325N 29W Golf Drive
Unit 15	12319N 29W Golf Drive
Unit 16	12317N 29W Golf Drive
Unit 17	12311N 29W Golf Drive
Unit 18	12309N 29W Golf Drive
Unit 19	12303N 29W Golf Drive
Unit 20	12301N 29W Golf Drive
Unit 21	12300N 29W Golf Drive
Unit 22	12302N 29W Golf Drive
Unit 23	12308N 29W Golf Drive

Unit 24	12310N 29W Golf Drive
Unit 25	12316N 29W Golf Drive
Unit 26	12318N 29W Golf Drive
Unit 27	12324N 29W Golf Drive
Unit 28	12326N 29W Golf Drive
Unit 29	12332N 29W Golf Drive
Unit 30	12334N 29W Golf Drive
Unit 31	12340N 29W Golf Drive
Unit 32	12342N 29W Golf Drive
Unit 33	12404N 29W Golf Drive
Unit 34	12406N 29W Golf Drive
Unit 35	2837W 124N Golf Circle
Unit 36	2835W 124N Golf Circle
Unit 37	2829W 124N Golf Circle
Unit 38	2827W 124N Golf Circle
Unit 39	2819W 124N Golf Circle
Unit 40	2817W 124N Golf Circle
Unit 41	2811W 124N Golf Circle
Unit 42	2809W 124N Golf Circle
Unit 43	2803W 124N Golf Circle
Unit 44	2801W 124N Golf Circle
Unit 45	2808W 124N Golf Circle
Unit 46	2810W 124N Golf Circle

EXHIBIT A-2 (Continued)

Unit 47	2816W 124N Golf Circle
Unit 48	2818W 124N Golf Circle
Unit 49	2824W 124N Golf Circle
Unit 50	2826W 124N Golf Circle
Unit 51	12432N 29W Golf Drive
Unit 52	12434N 29W Golf Drive

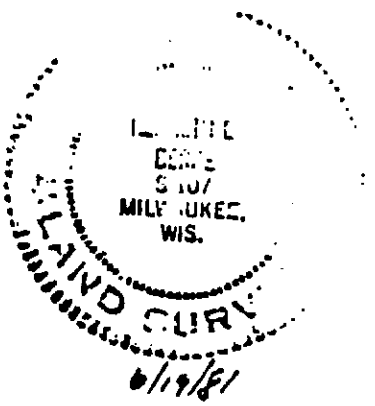
EXHIBIT A-2 (Continued)

"LEGAL DESCRIPTION OF AREA FOR EXPANSION"

THE LAKES OF VILLE DU PARC
STAGE VII

EXHIBIT "A" SUPPLEMENT

THAT PART OF THE SW 1/4 AND THE NW 1/4 OF SECTION 18, T 9 N, R 22 E, IN THE CITY OF MEQUON OZAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST 1/4 CORNER OF SECTION 18:
THENCE DUE NORTH ALONG THE WEST LINE OF THE NW 1/4 OF SECTION 18 AFORESAID 2141.90 FT. TO A POINT:
THENCE SOUTH 84° 00' 00" EAST 650.00 FT. TO A POINT:
THENCE SOUTH 06° 19' 05" EAST 1122.49 FT. TO A POINT:
THENCE SOUTH 05° 48' 15" WEST 691.83 FT. TO A POINT:
THENCE SOUTH 52° 23' 45" WEST 884.95 FT. TO A POINT IN THE WEST LINE OF THE SW 1/4 OF SECTION 18;
THENCE NORTH 00° 13' 58" EAST ALONG THE WEST LINE OF THE SW 1/4 OF SECTION 18 AFORESAID 270.00 FT. TO THE POINT OF BEGINNING.
SUBJECT TO THE RIGHTS OF THE PUBLIC IN FIELDWOOD ROAD.



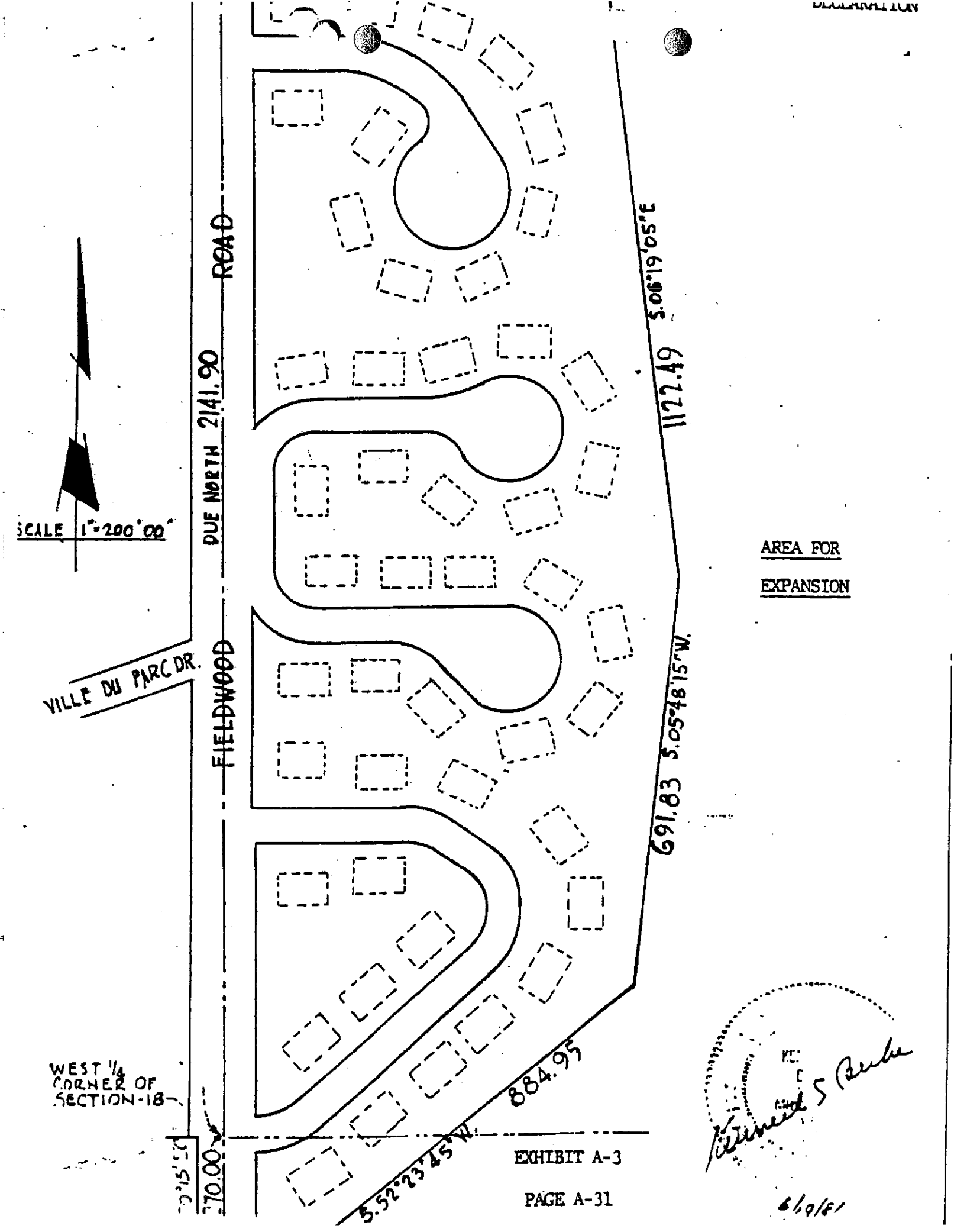
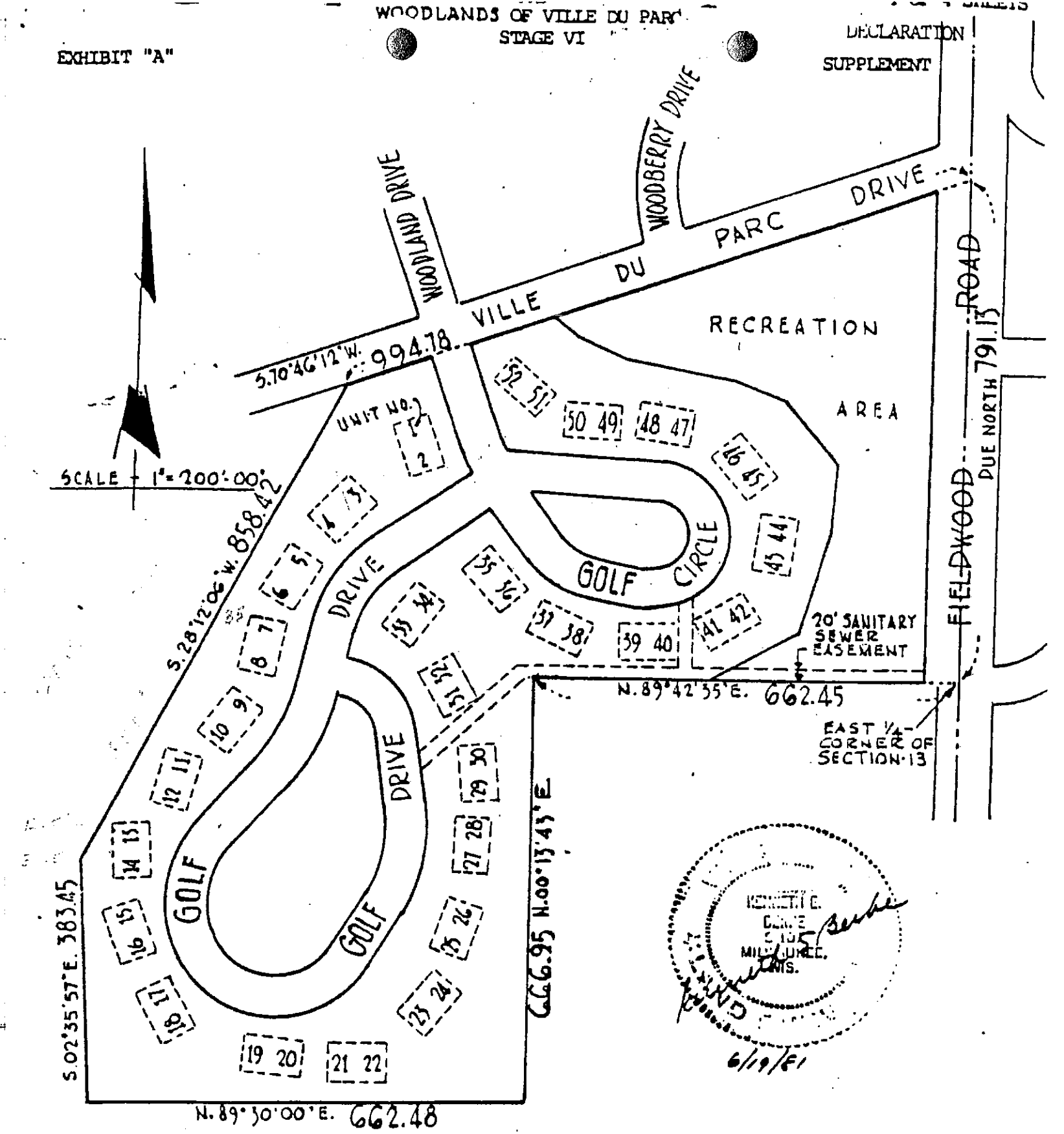


EXHIBIT A-3

6/9/81


WOODLANDS OF VILLE DU PARC
STAGE VI
EXHIBIT "A"
DECLARATION
SUPPLEMENT
WOODLAND DRIVE
WOODBERRY DRIVE
VILLE DU PARC DRIVE
RECREATION AREA
UNIT NO.
SCALE - 1"=200'-00"
S.70°46'12"W. 994.78'
S.28°12'06"W. 858.42'
GOLF DRIVE
GOLF CIRCLE
GOLF DRIVE
20' SANITARY SEWER EASEMENT
N.89°42'35"E. 662.45
EAST 1/4 CORNER OF SECTION 13
FIELDWOOD ROAD
DUE NORTH 791.13'
S.02°35'57"E. 383.45
N.00°13'43"E. 666.95'
N.89°30'00"E. 662.48
6/19/81

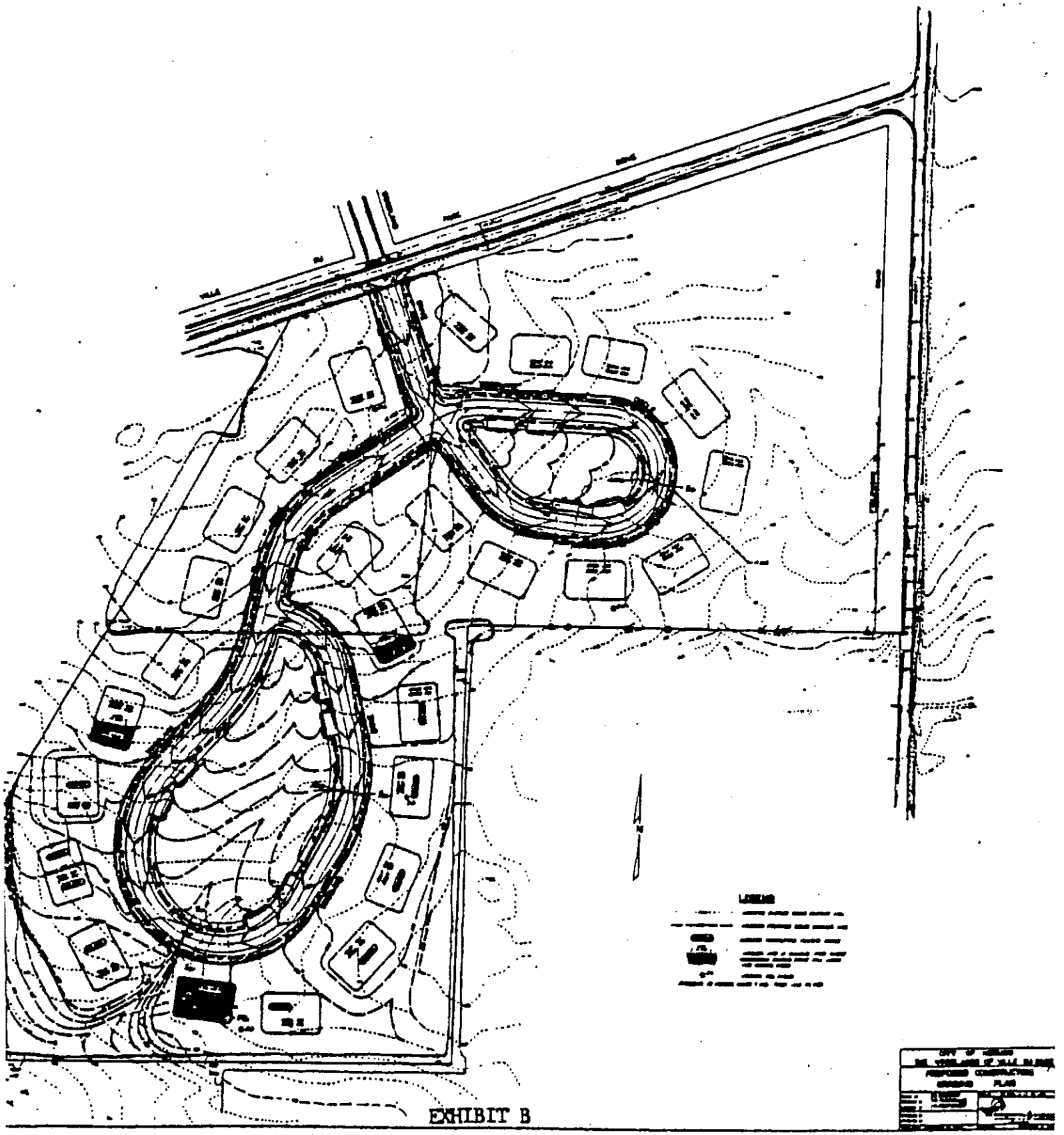


EXHIBIT B

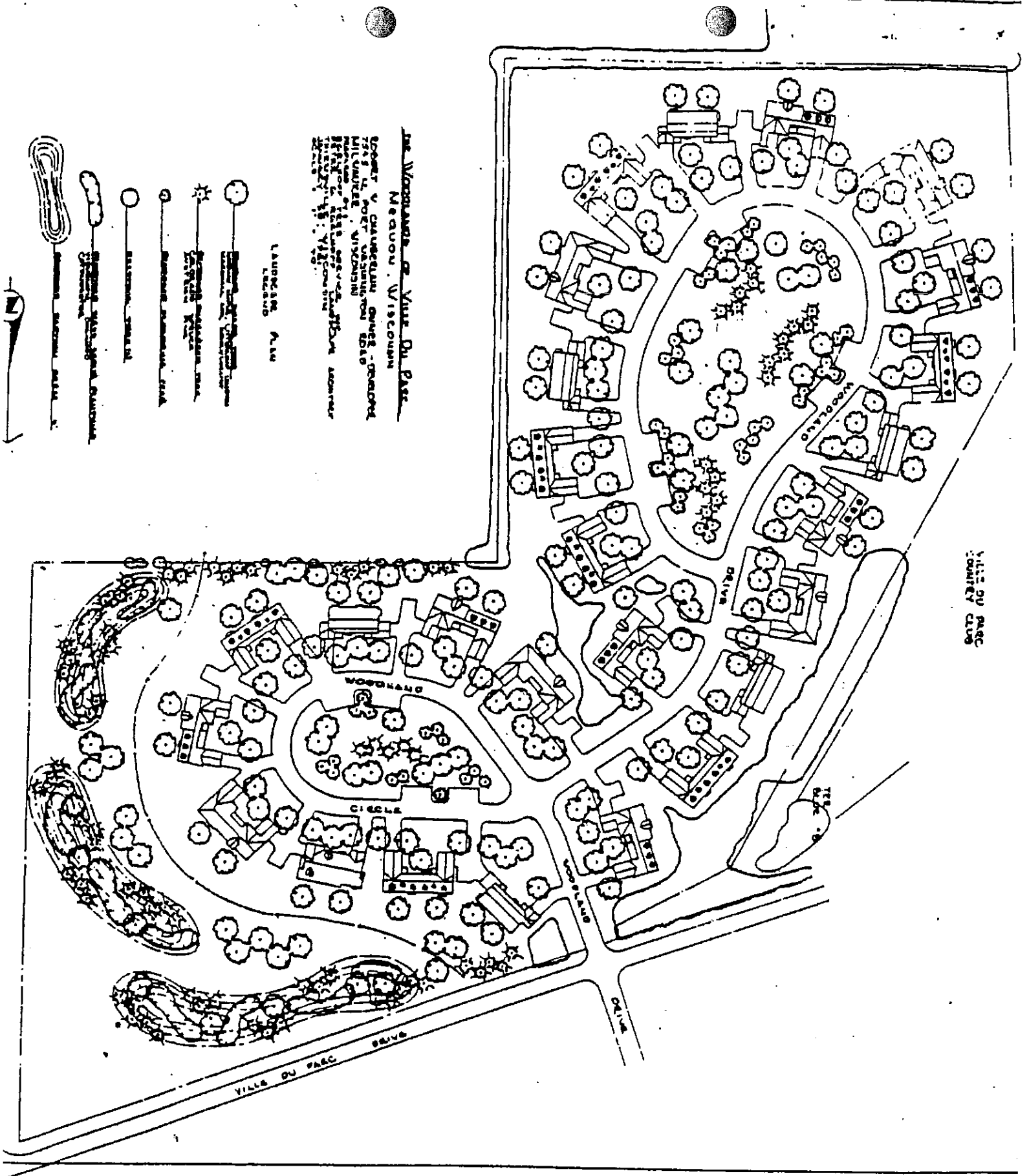


EXHIBIT B

PAGE A-35

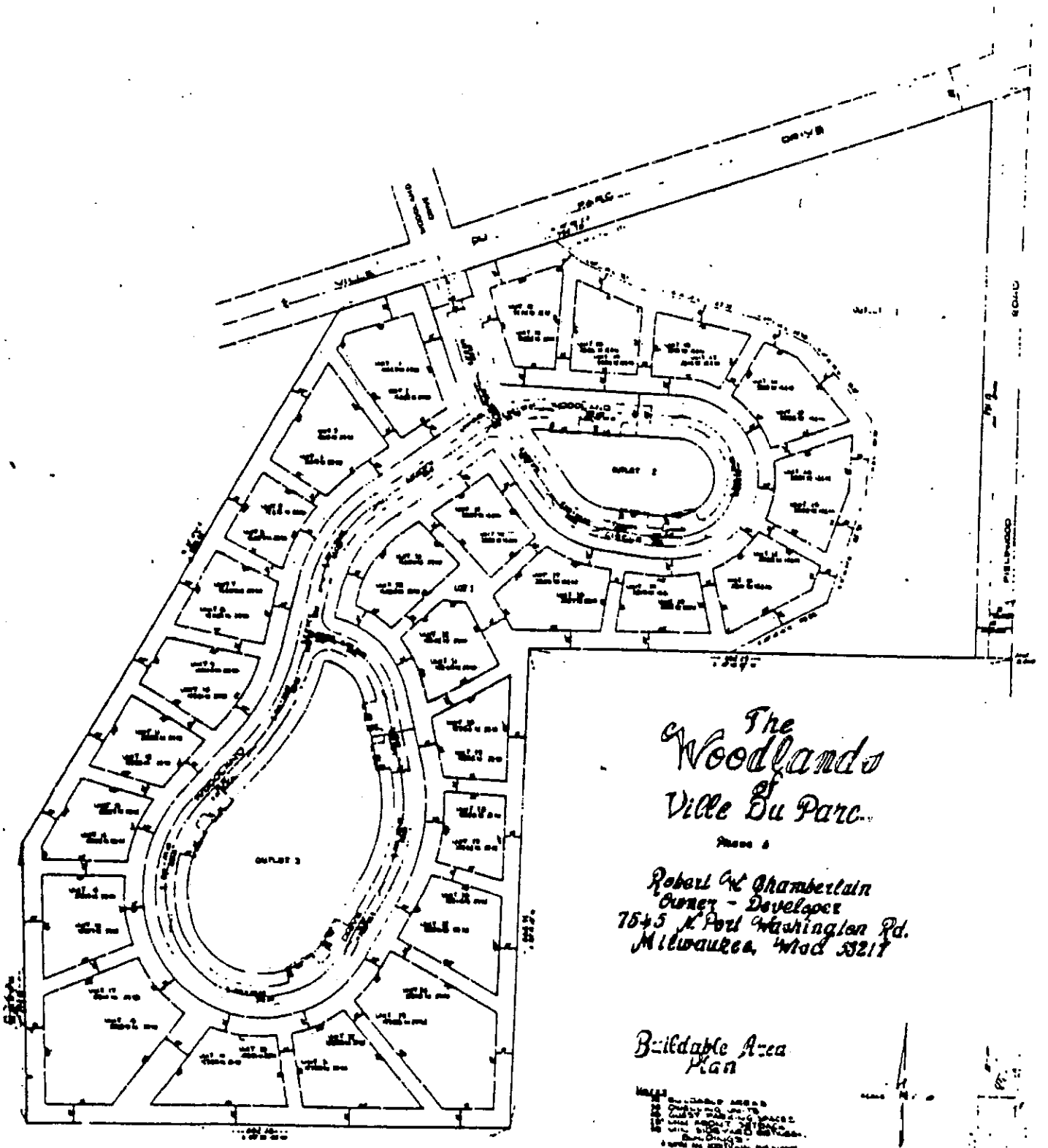
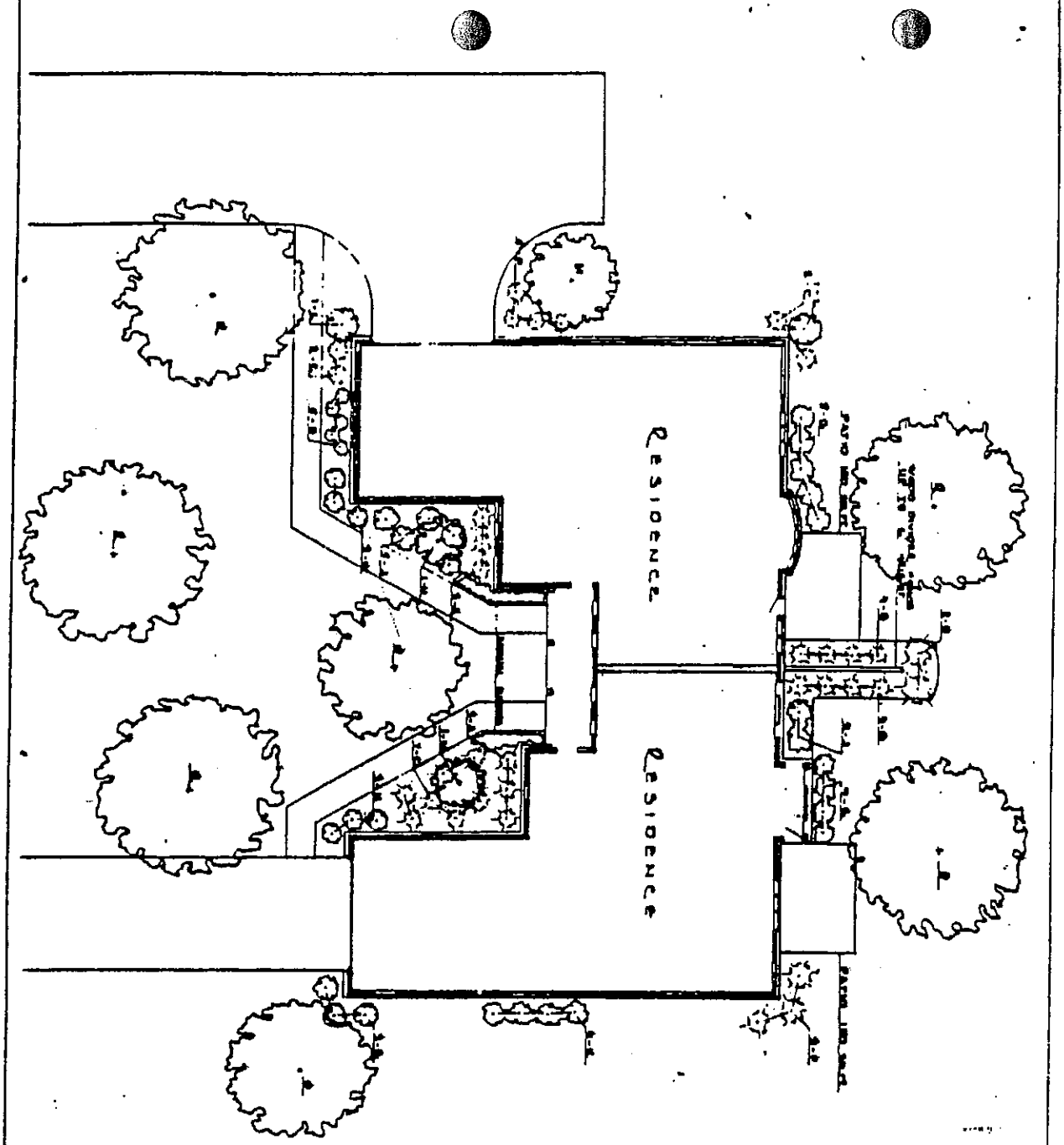

The Woodlands of Ville Du Parc
Phase 1
Robert W. Chamberlain
Owner - Developer
7545 N. Port Washington Rd.
Milwaukee, Wisc. 53217
Buildable Area Plan

EXHIBIT B



MODEL LANDSCAPE PLAN

PLANT LIST

KEY | QUAN. | COMMON NAME | BOTANICAL NAME | SIZE

THE WOODLANDS OF VILLE DU PARC

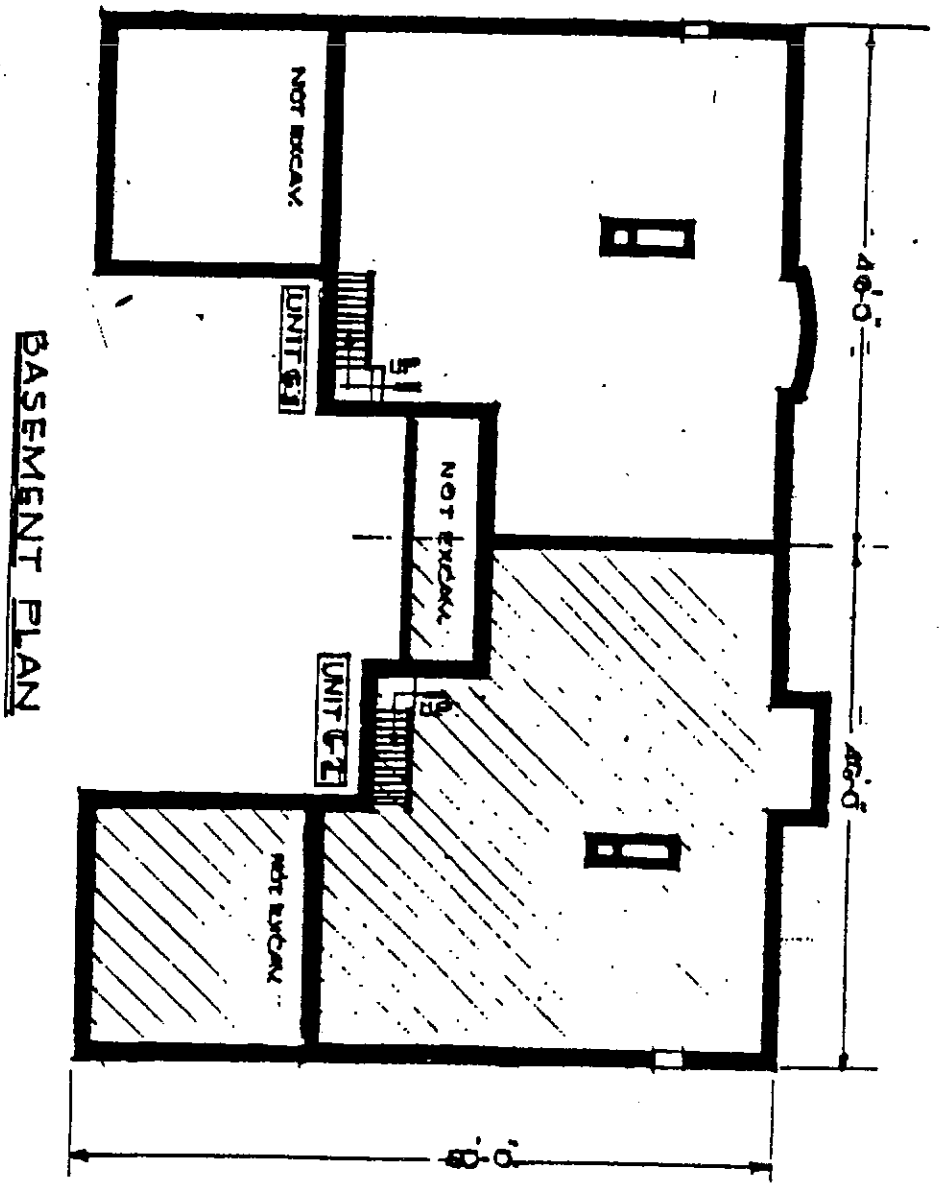
MEQUON, WISCONSIN

ROBERT V. CHAMBERLAIN, OWNER-DEVELOPER
7545 N. PORT WASHINGTON ROAD
MILWAUKEE, WISCONSIN

PREPARED BY: THE SERVICE INC.
ELKHORN, WISCONSIN
PETER G. ECKENHOFF - LANDSCAPE ARCHITECT
THIENSVILLE, WISCONSIN
JANUARY 30, 1981

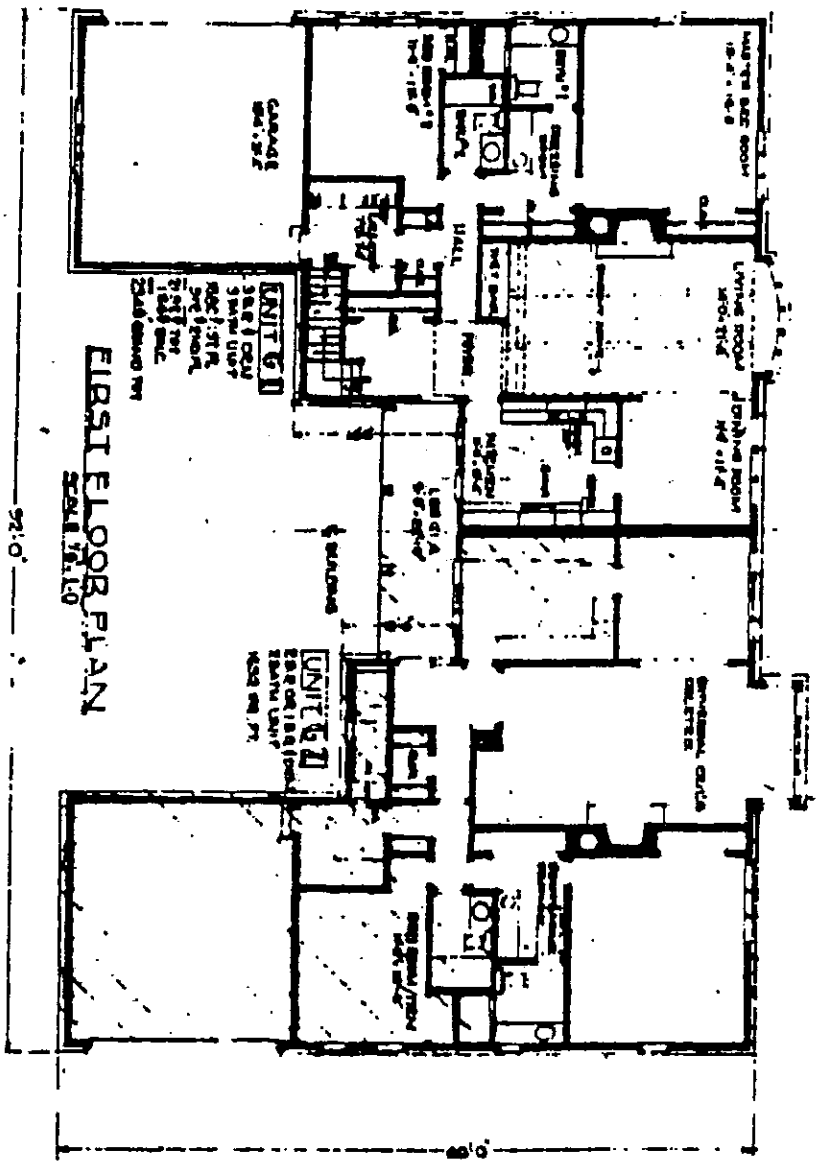
EXHIBIT B

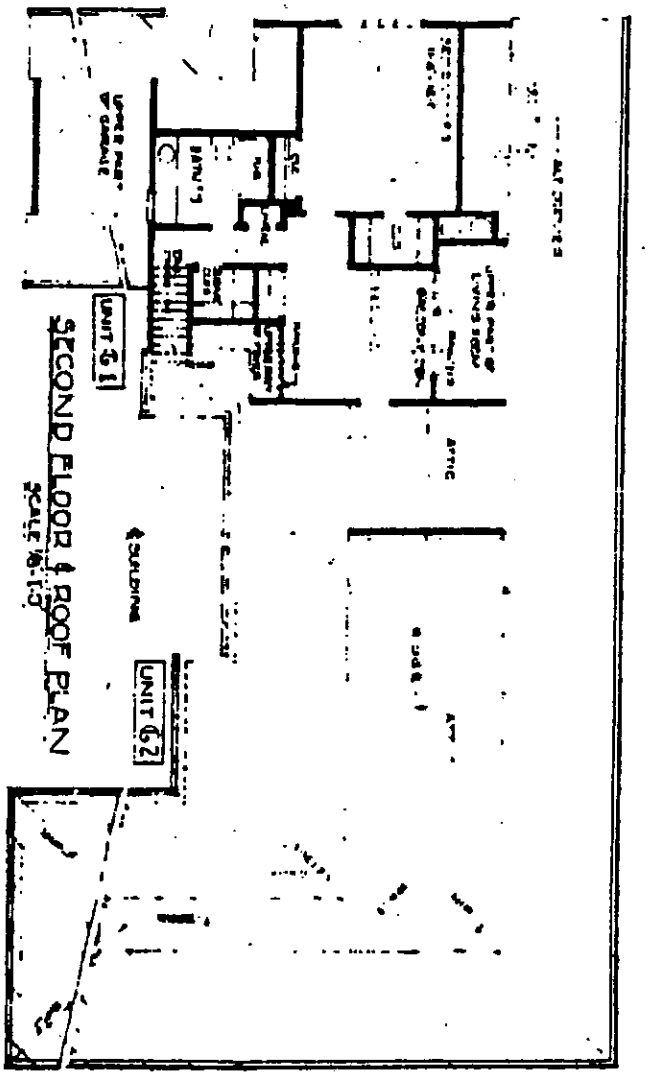
EXHIBIT B



BASEMENT PLAN

CO-CONDOMINIUM C-1 C-2
VILLE DU PARC VI, VII, VIII



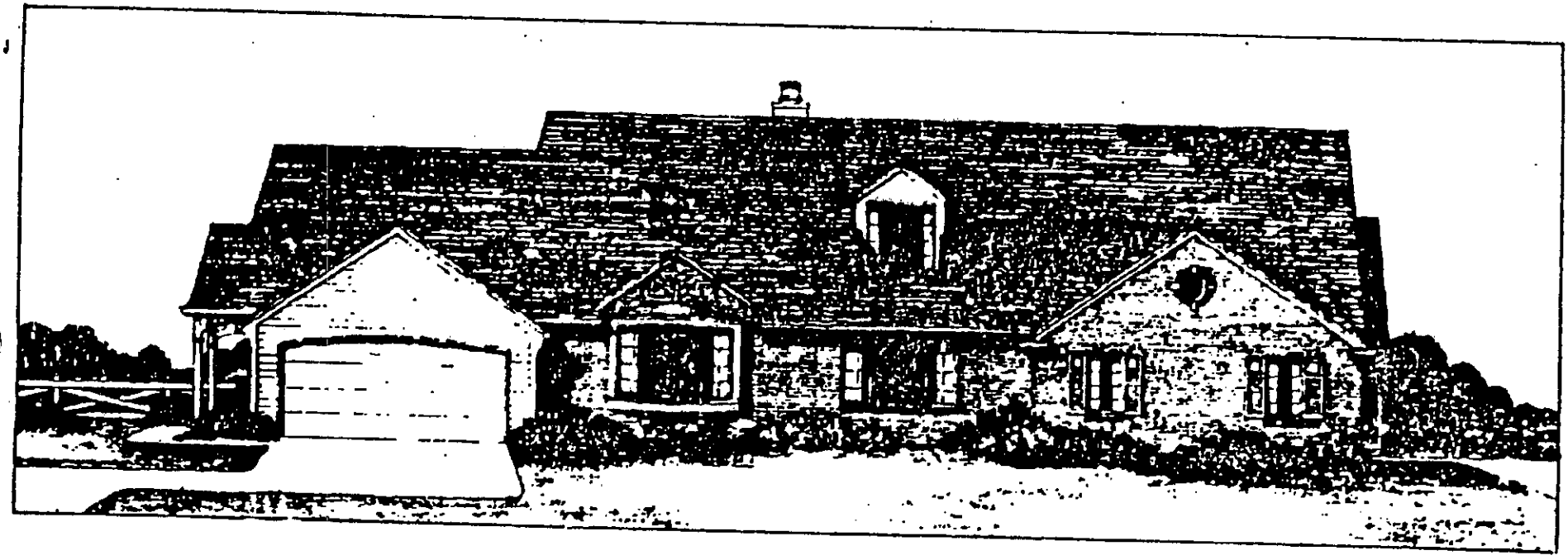


CHAMBERLAIN INVESTMENT CO.
DESIGNERS & DEVELOPERS
1243 N. PORT WASHINGTON RD.

EXHIBIT B

DUO-CONDOMINIUM
VILLE DU PROP
61662

DECLARATION

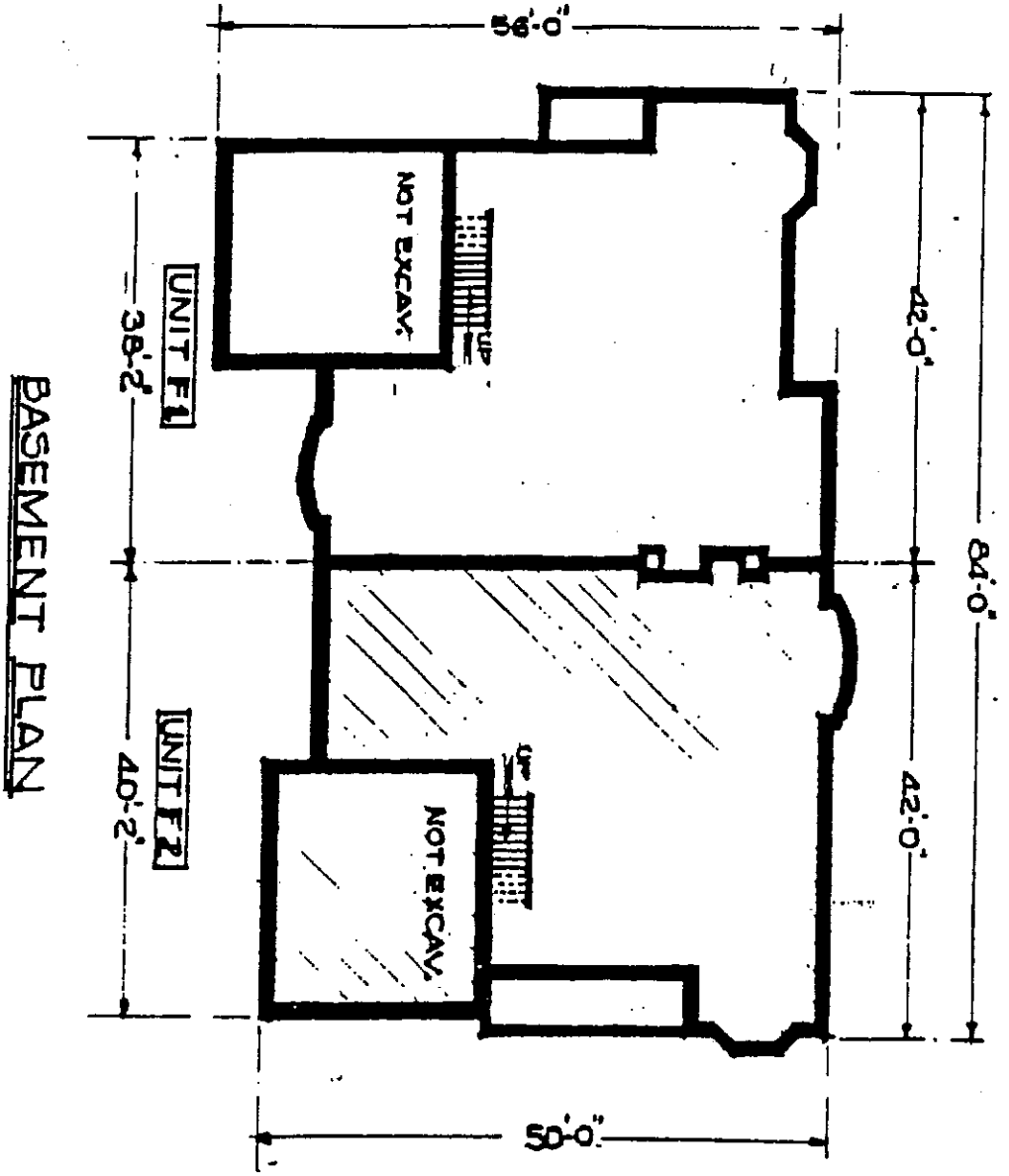


CHAMBERLAIN INVESTMENT COMPANY
7545 N. PORT WASHINGTON ROAD MILWAUKEE, WIS

EXHIBIT B
PAGE A-39

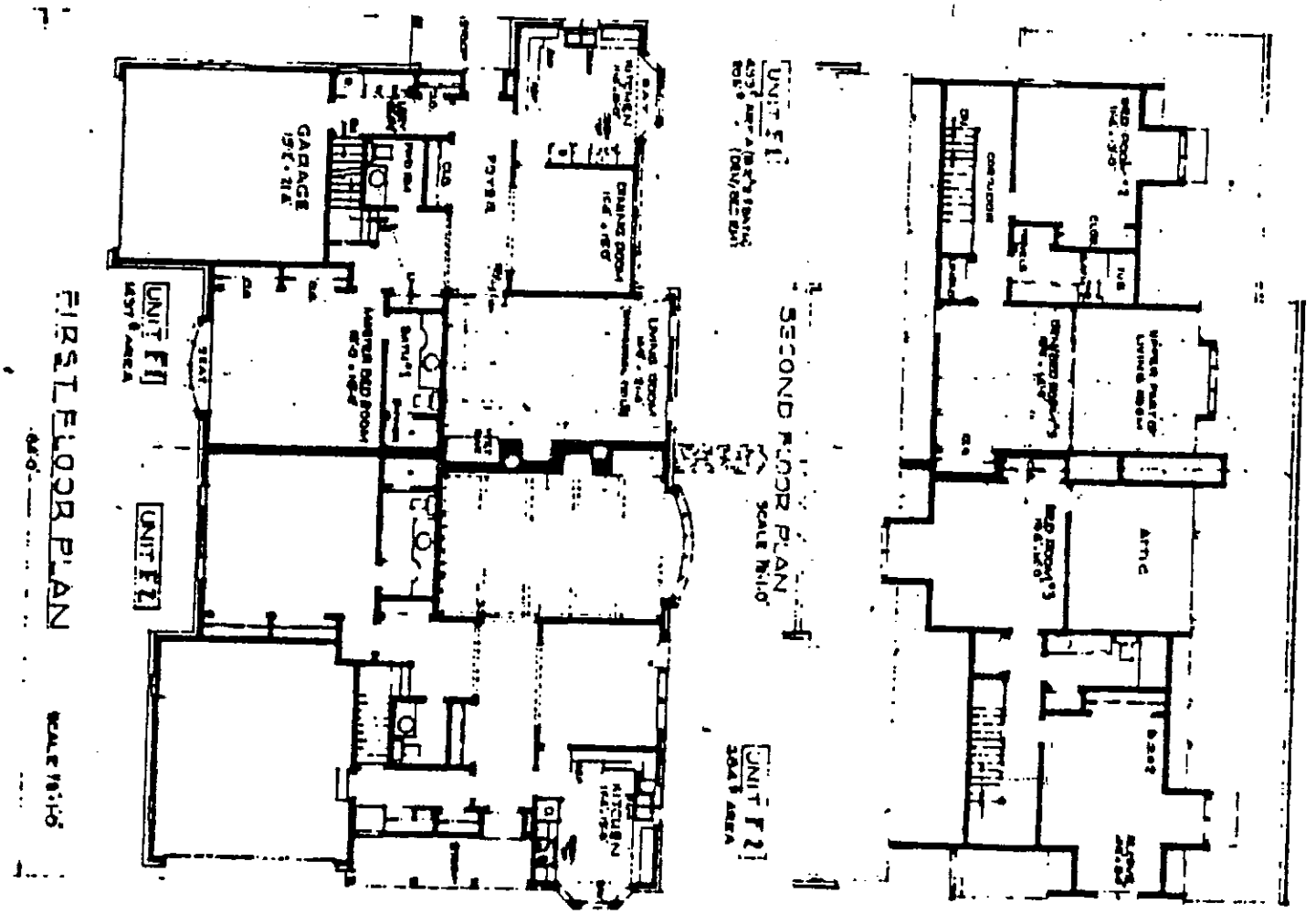
VILLE DU PARC VI

UNIT F1 & F2



DUO-CONDOMINIUM F1 & F2
VILLE DU PARC VI VII VIII

EXHIBIT B



CHAMBERLAIN INVESTMENT CO.
DESIGNERS & DEVELOPERS
7345 N PORT WASHINGTON RD.

EXHIBIT B

PAGE A-40

DUO-CONDOMINIUM F1 & F2



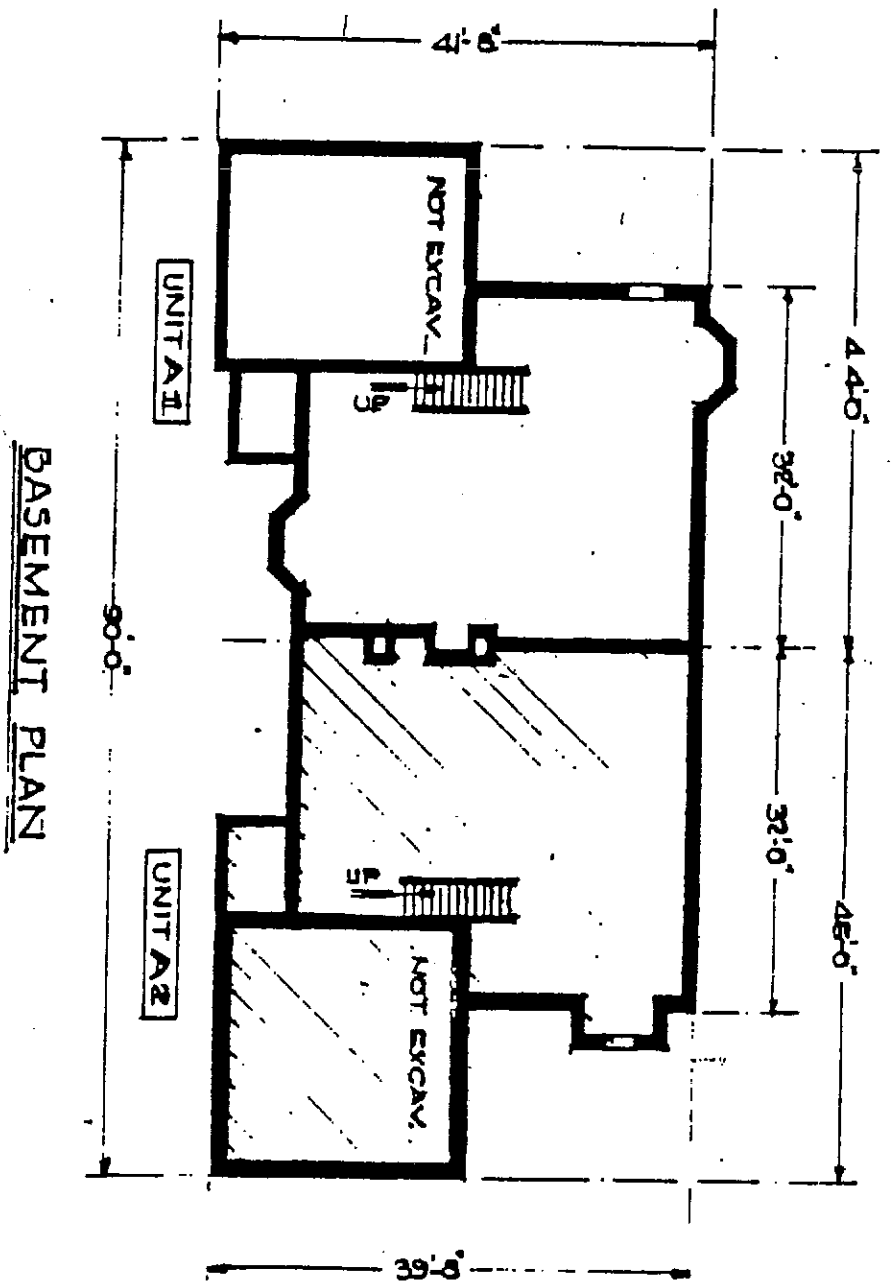
CHAMBERLAIN INVESTMENT COMPANY

7545 N. PORT WASHINGTON ROAD MILWAUKEE, WIS.

VILLE DU PARC VI

UNIT "A1 "A2

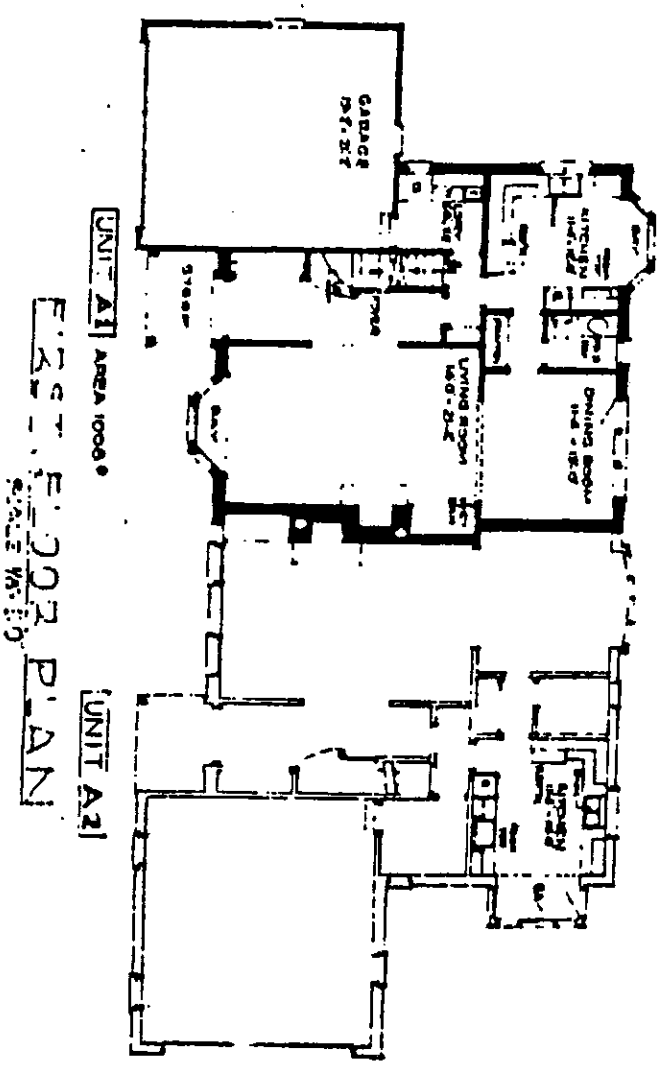
EXHIBIT B
PAGE A-41

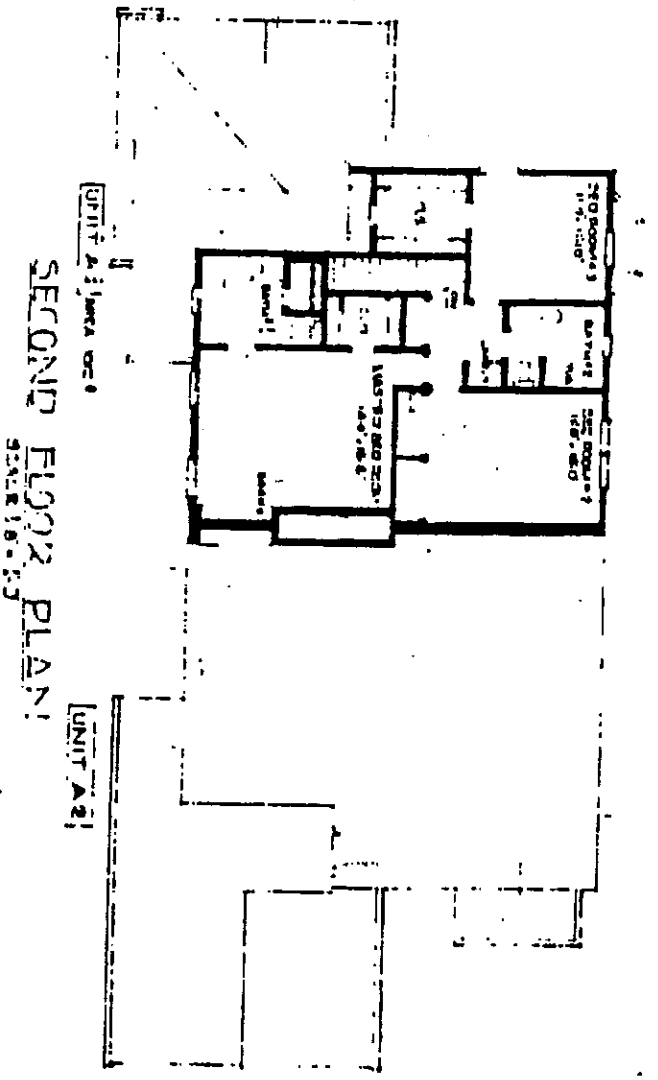


BASEMENT PLAN

DU CONDOMINIUM A1 & A2
VILLE DU PARC III

EXHIBIT B





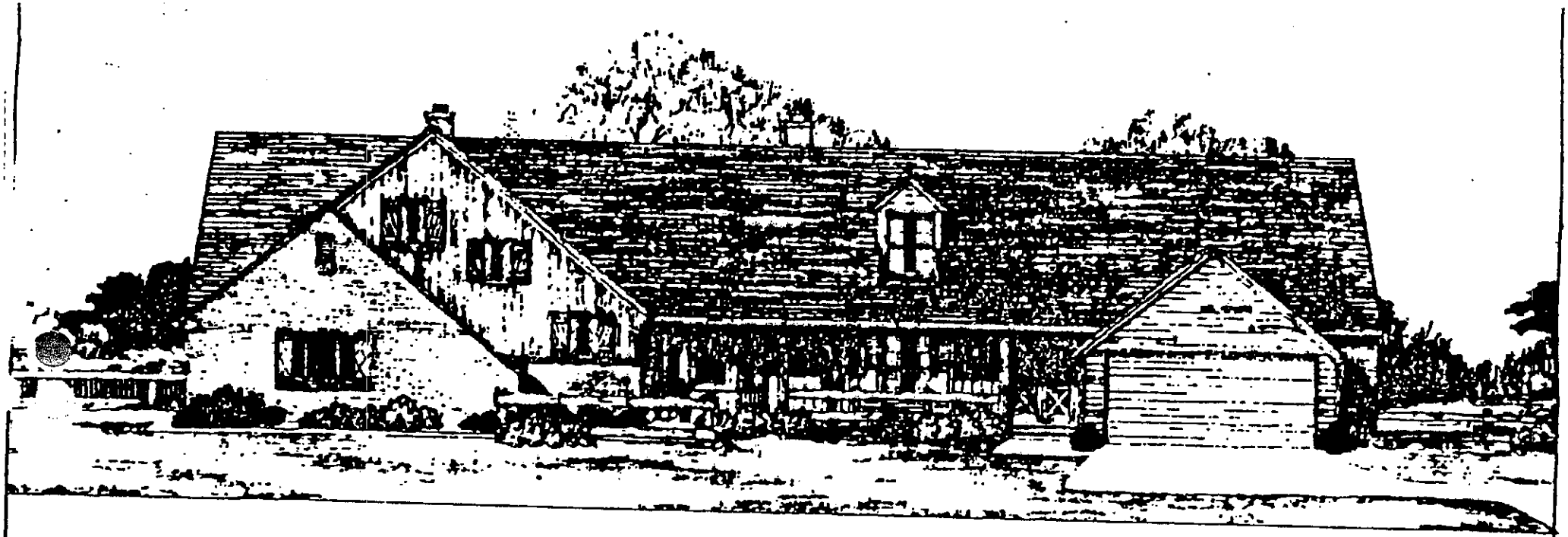
CHAMBERLAIN INVESTMENT CO.

DESIGNERS & DEVELOPERS
7348 N PORT WASHINGTON ROAD

EXHIBIT B

PAGE A-42

OLD CONDOMINIUM AREAS
VILLE DU PARC VI VII VIII
MEQUON, WIS
6-22-90

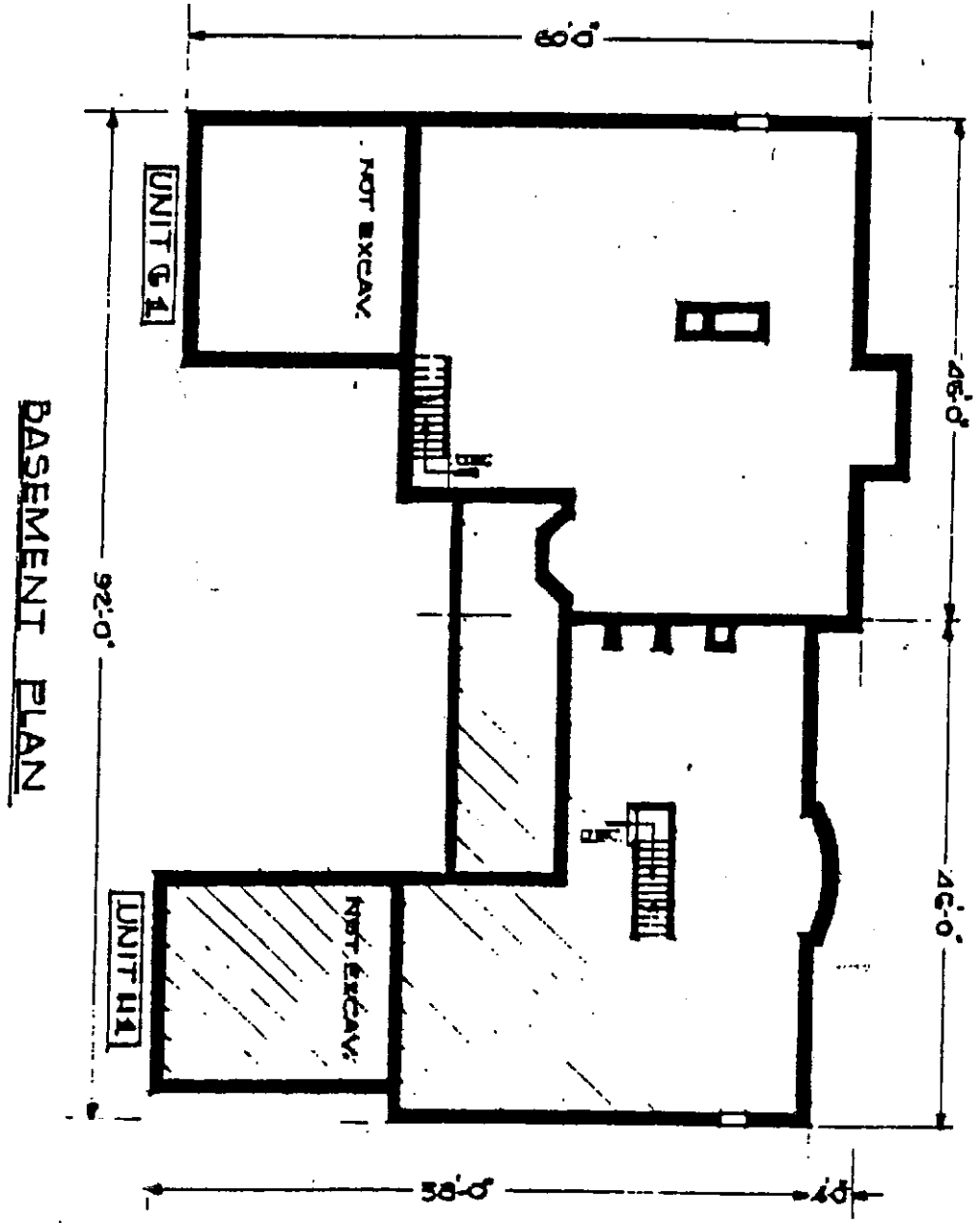


CHAMBERLAIN DEVELOPMENT CO.
1545 N. PORT WASHINGTON RD. MILWAUKEE, WIS.

VILLE DU PARC

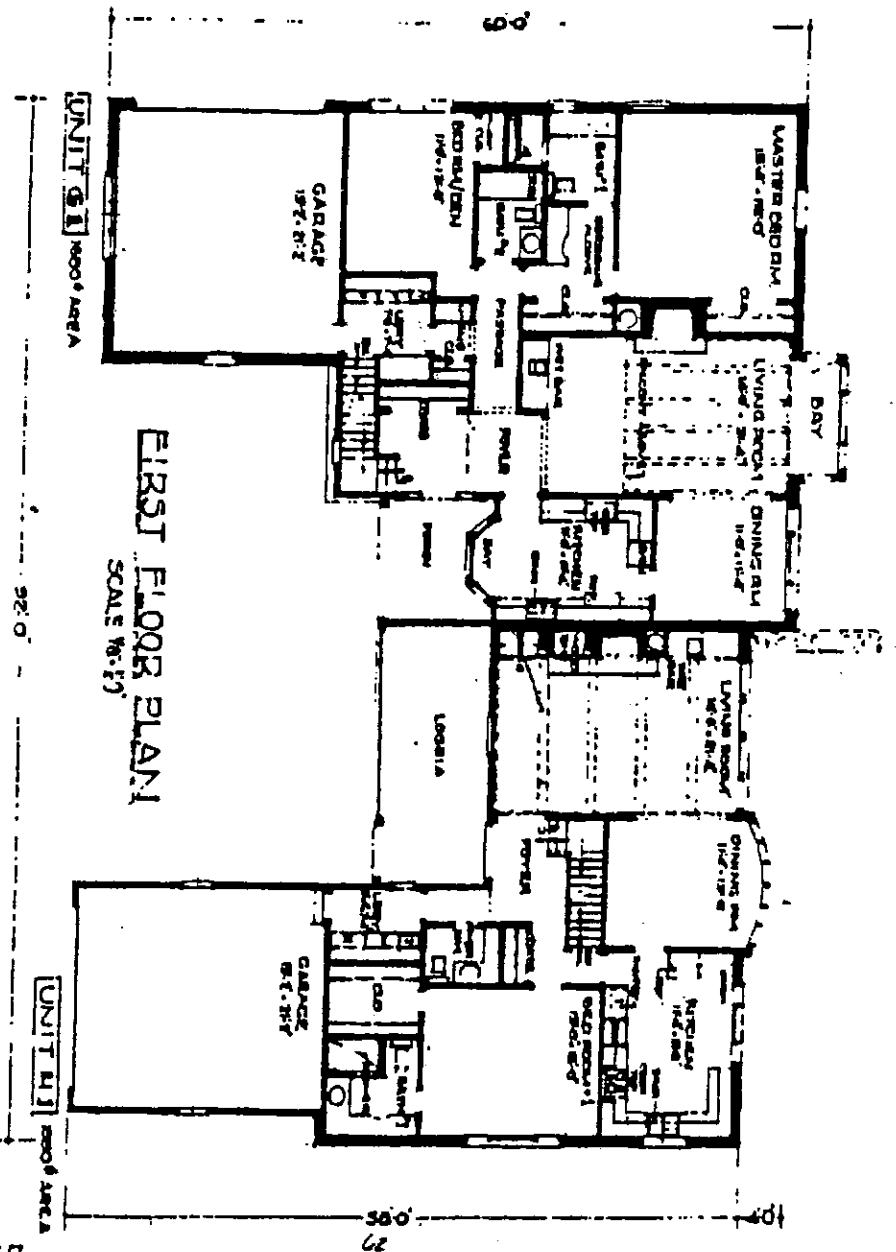
UNIT 3145 1 55-60

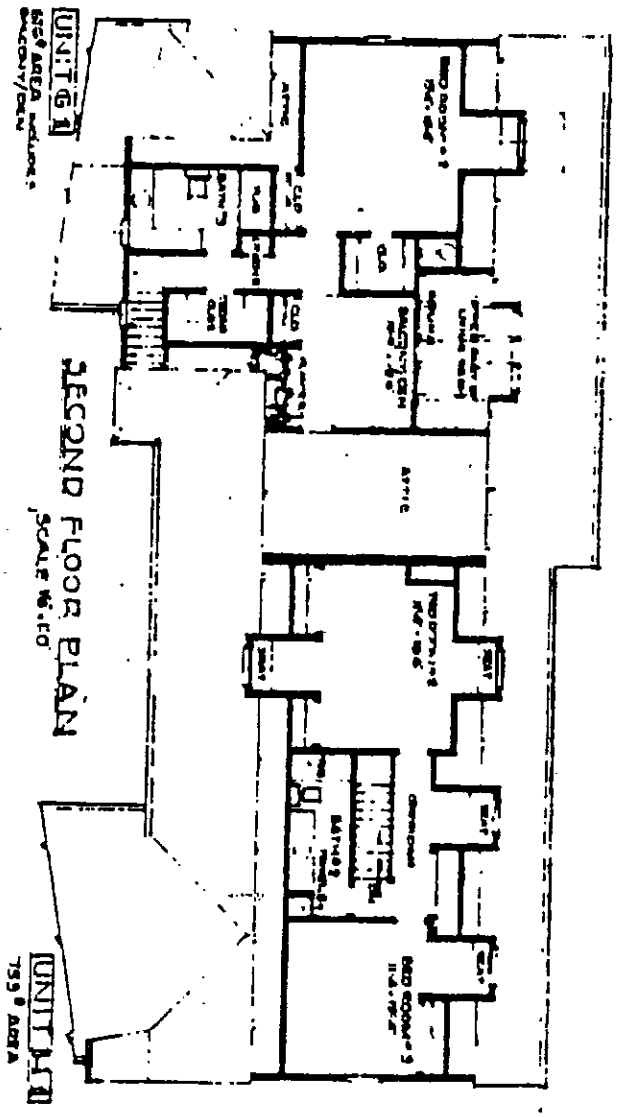
EXHIBIT B
PAGE A-43



DUO CONDOMINIUM
VILLE DU PARC

EXHIBIT B

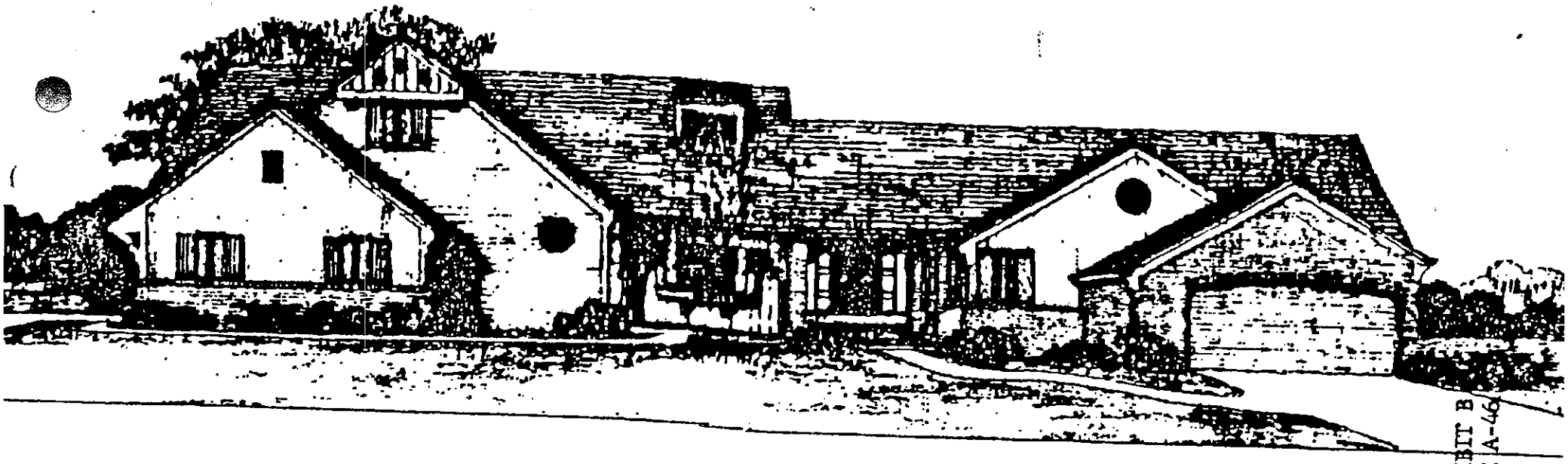




DUO-CONDOMINIUM
VILLE DU PARC
REGION WISC

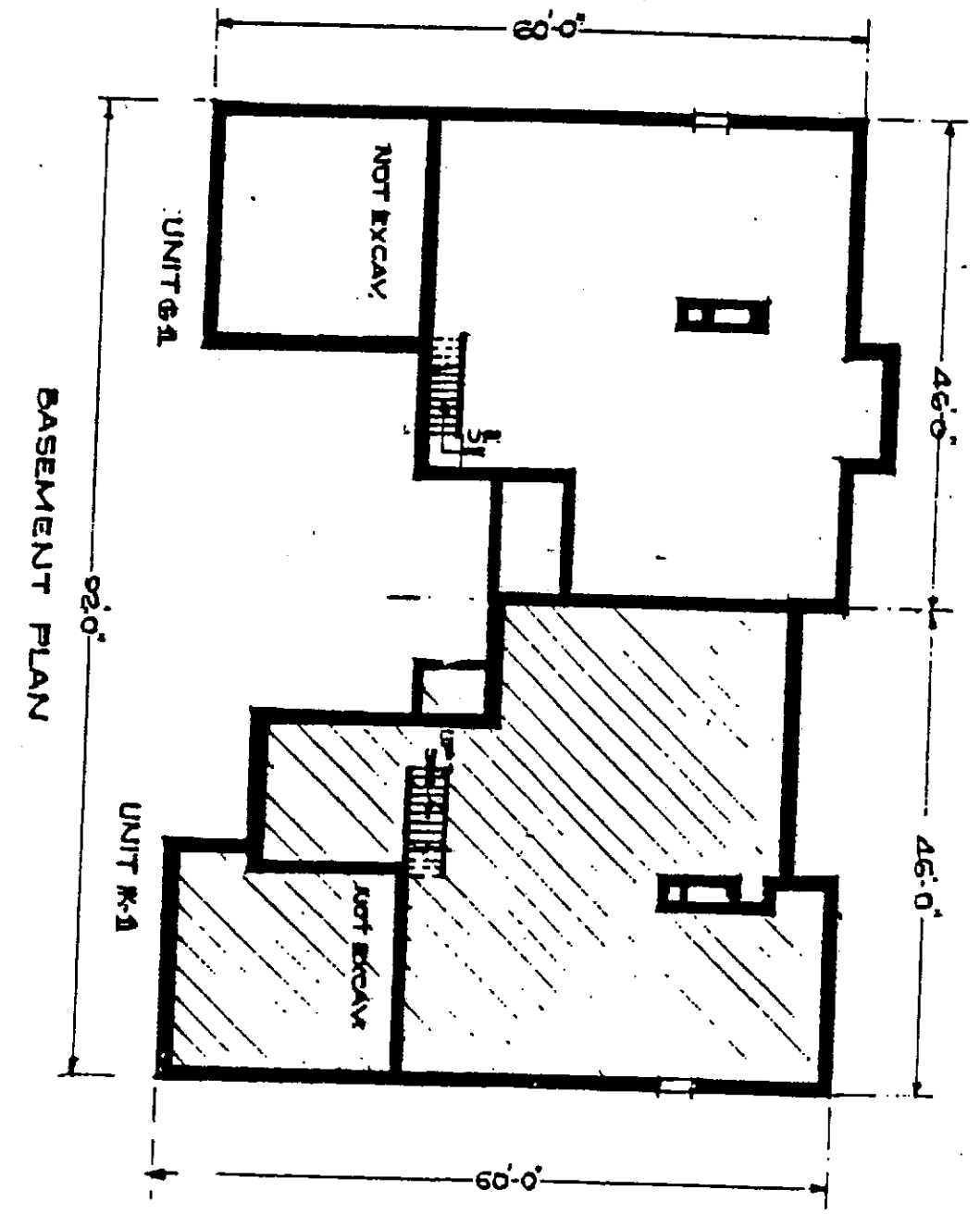
EXHIBIT B

PAGE A-45

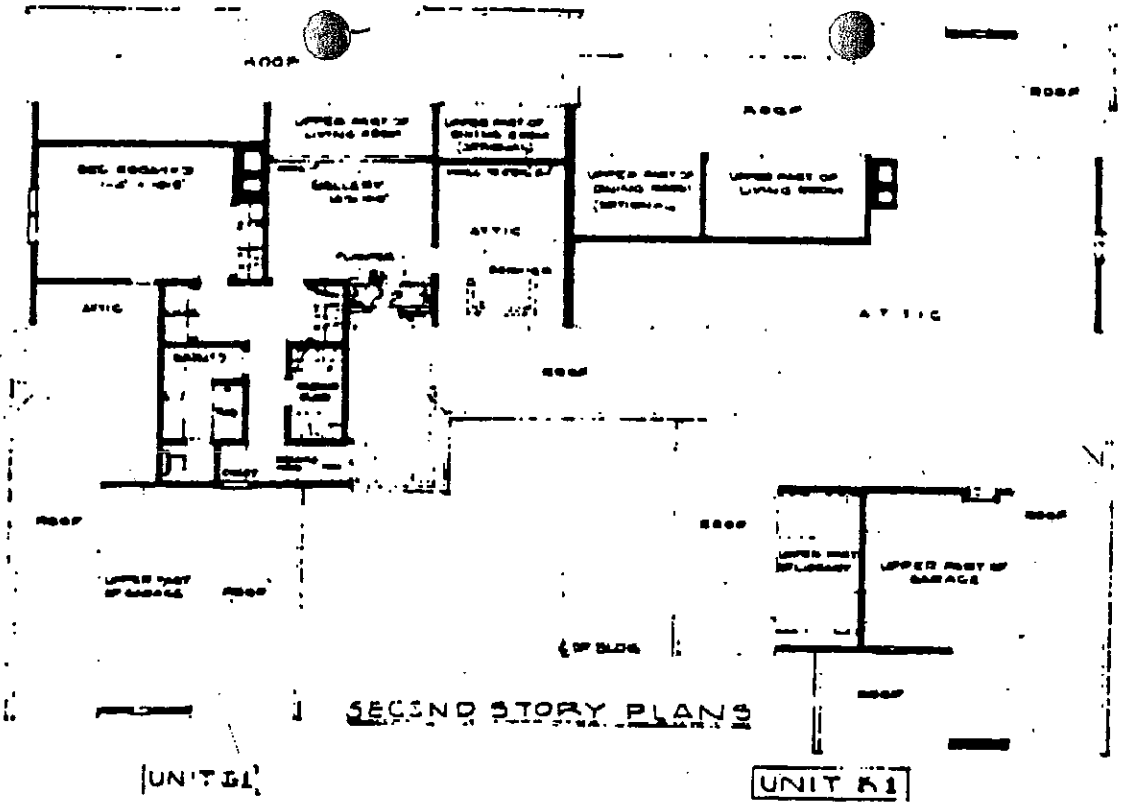


CHAMBERLAIN DESIGNS LTD
7545 N PORT WASHINGTON RD. MILWAUKEE, WI.

VILLE DU PARC VI MEQUON WIS.

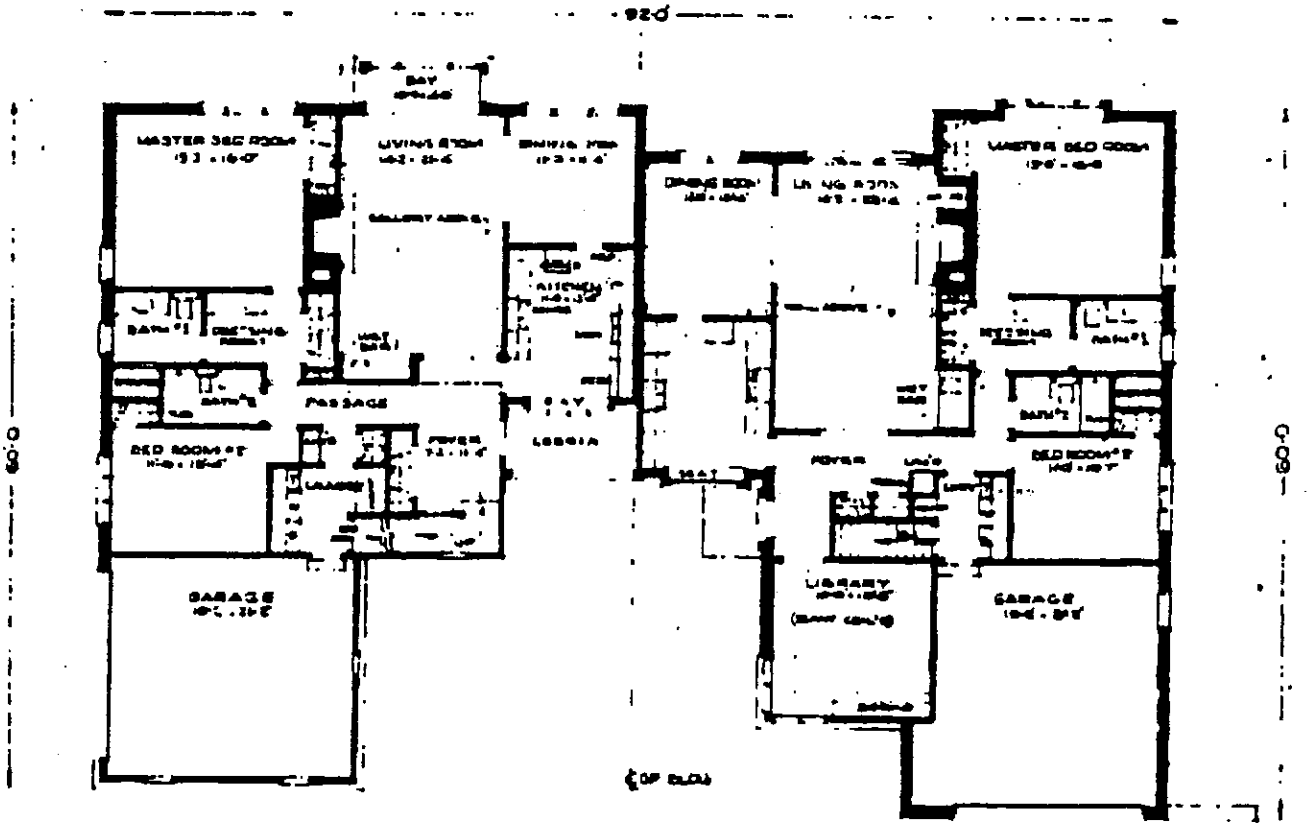


DUO-CONDOMINIUM
VILLE DU PARC



SECOND STORY PLANS

UNIT G1 | UNIT K1

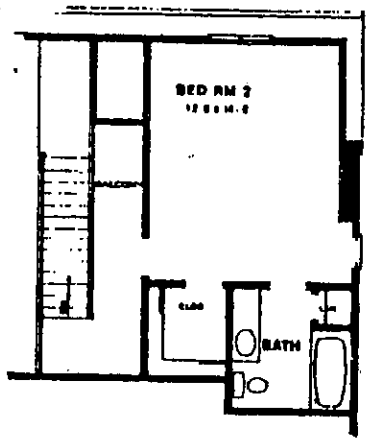


FIRST STORY PLANS
SCALE 1/8" = 1'-0"

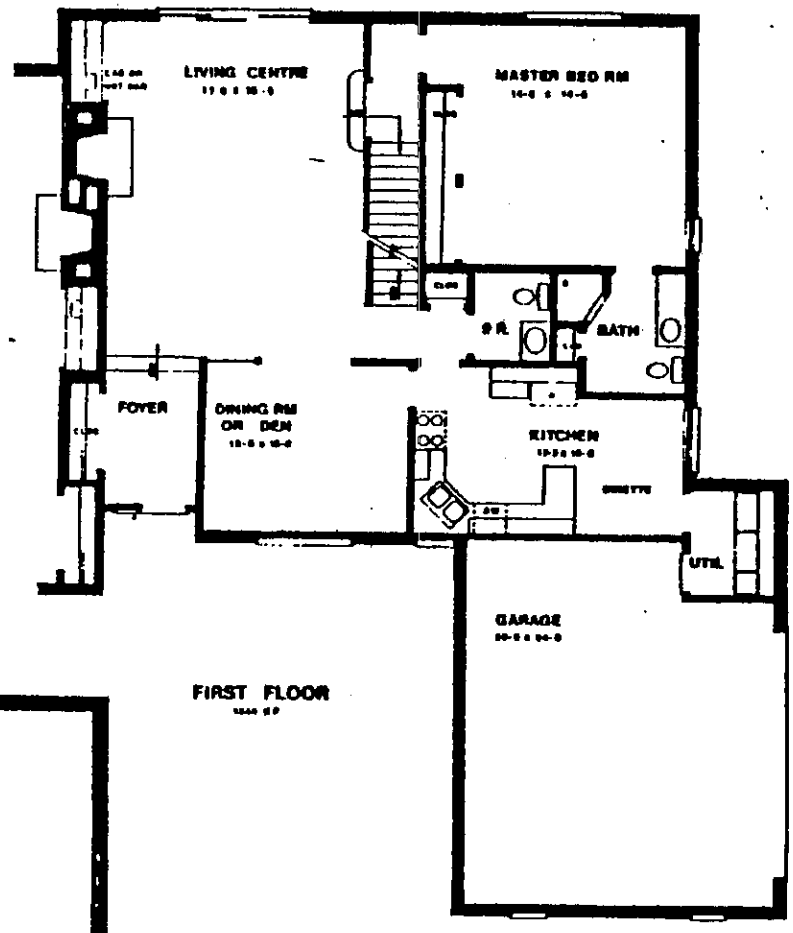
UNIT G1 | UNIT K1

CHAMBERLAIN DESIGNS LTD.
7542 N. PORT WASHINGTON RD MILWAUKEE WI

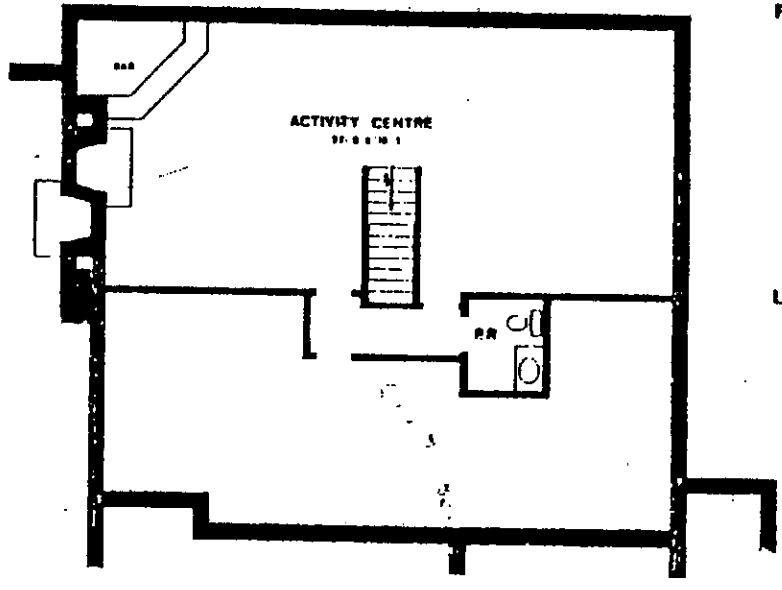
EXHIBIT B
PAGE A-47



SECOND FLOOR



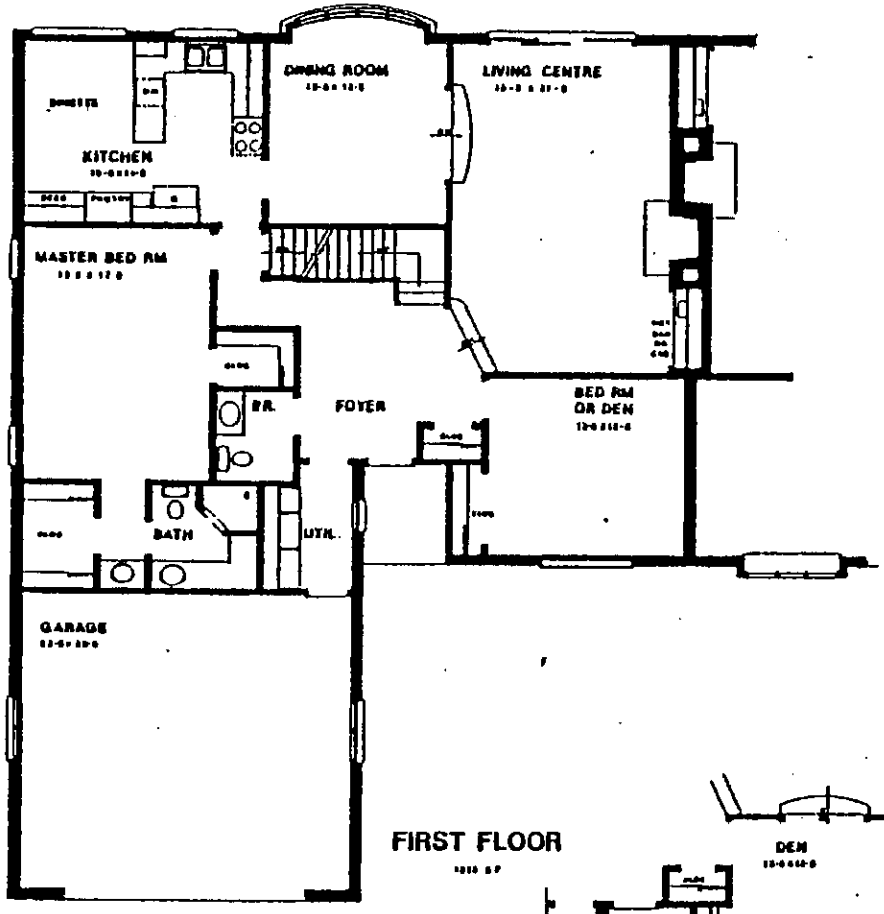
FIRST FLOOR



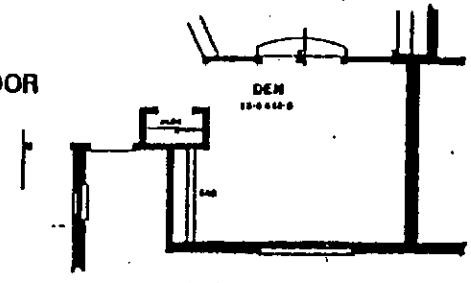
LOWER LEVEL

EXHIBIT B
PAGE A-48

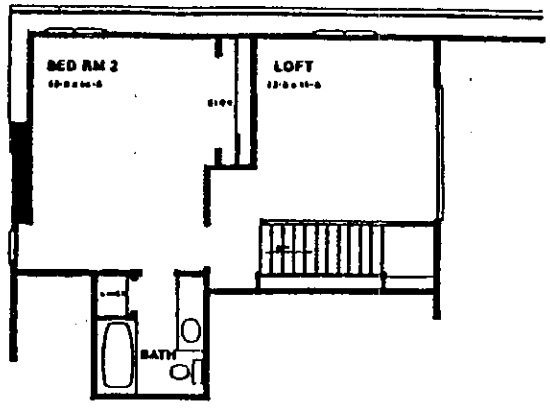
CHAMBERLAIN DEVELOPMENT COMPAN
12400 N VILLE DU PARC DR



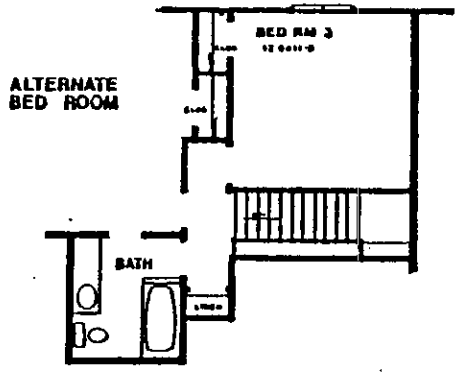
FIRST FLOOR



ALTERNATE DEN

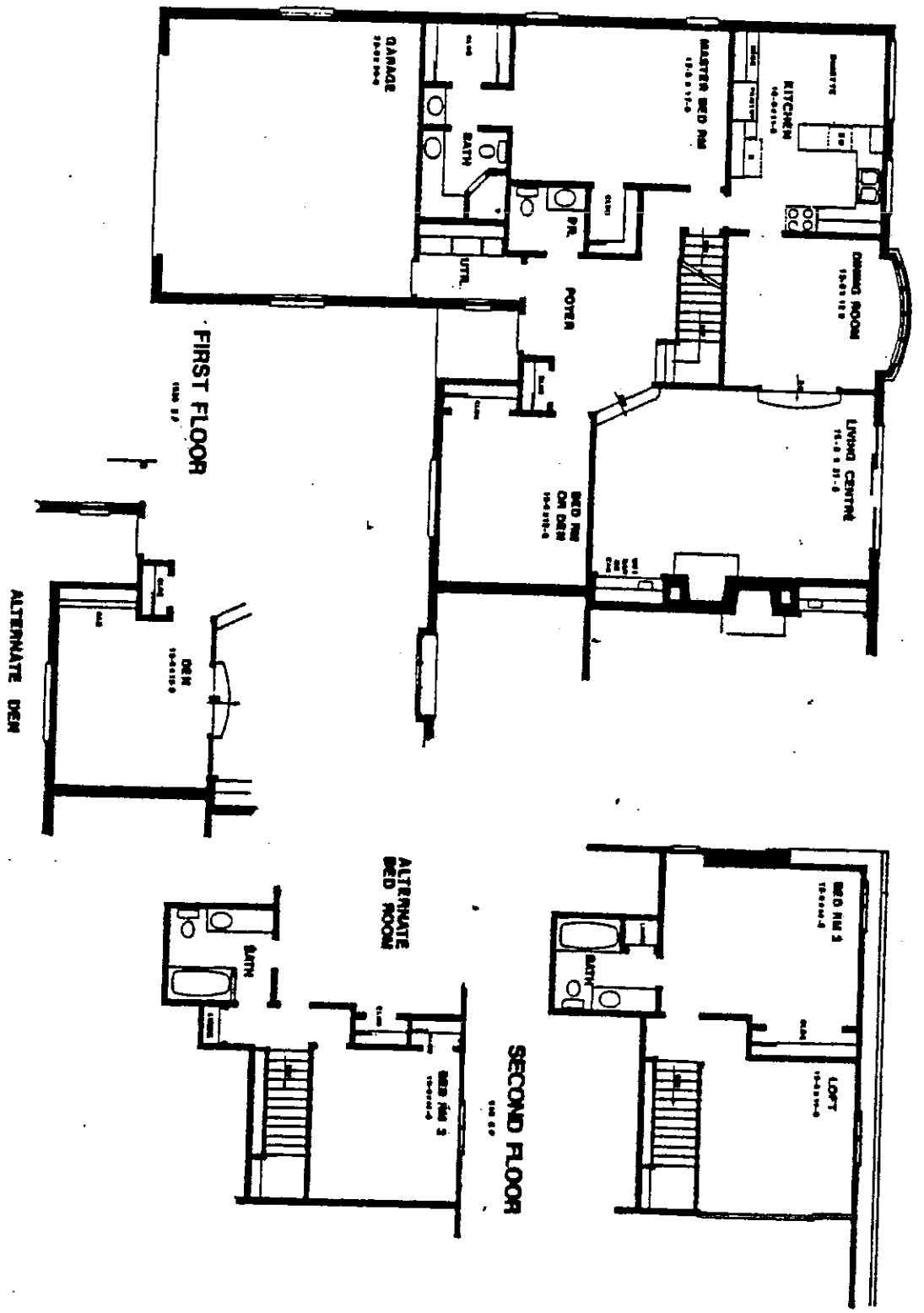


SECOND FLOOR



VOL 490 PAGE 709

CHAMBERLAIN DEVELOPMENT COMPAN
13400 N VILLE DU PARC DR MEQUON WI 530



CHAMBERLAIN DEVELOPMENT COMPANY

AMENDMENT TO CONDOMINIUM DECLARATION AND PLAT

WHEREAS, THE WOODLANDS OF VILLE DU PARC, a condominium (the "Condominium"), was created and is existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin by virtue of Declaration of Condominium Ownership (the "Declaration") dated August 13, 1982 and recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin on August 26, 1982, Volume 478, Pages 788 through 838, inclusive, as Document No. 334358 and by recording of a Condominium Plat (the "Plat") with the Register of Deeds of Ozaukee County on August 26, 1982, and

WHEREAS, the Declaration provides, in Article XV, Section 5, that same may be amended by instrument signed by the Developer alone at anytime prior to the sale of 25% of the units, and

WHEREAS, Robert W. Chamberlain (the "Developer") is the owner of more than 75% of the units, and

WHEREAS, the Developer is desirous of amending the Declaration and Plat.

NOW, THEREFORE, Robert W. Chamberlain hereby amends that certain Declaration of Condominium Ownership and Easements, Restrictions, Covenants and Conditions for The Woodlands of Ville du Parc, a condominium dated August 13, 1982, and recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, on the 26th day of August, 1982, Volume 478, Pages 788 through 838, inclusive, as Document No. 334358, as follows:

1. To add the words "Some of" at the beginning of the last sentence of the first paragraph of Section 3, Article II so that same reads:

> "Some of the one and two bedroom Units have an additional room which serves as another bedroom or den, and some of the three bedroom Units have a den."

2. To eliminate the word "refrigerator" from the third paragraph of Section 3, Article II.

3. To change subparagraph (c) of Section 2, Article V to read as follows:

> "(c) No Owner of a Unit shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, whose family includes more than one (1) child under the age of fourteen (14) years."

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

January 8, 2019

TO: All WOODLANDS OF VILLE DU PARC HOME OWNERS

RE: *DECLARATION AMENDMENT – Deck & Patio Repairs & Maintenance*

Enclosed for your review and file is the recorded Declaration Amendment that was adopted by the membership and mortgage holders.

This amendment is effective immediately and should be attached to your individual copy of the Association Governing Documents.

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

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
The Woodlands of Ville Du Parc Condominium Association Inc.

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

Enclosure

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

huntmanagement.com
888-305-1071

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

MEMBER OF community ASSOCIATIONS INSTITUTE

Document Number

SECOND AMENDMENT TO THE DECLARATION OF CONDOMINIUM OWNERSHIP OF THE WOODLANDS OF VILLE DU PARC

8354286
Tx:4303189

1072477
RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
RECORDED ON
12/20/2018 10:15 AM
REC FEE: 30.00
TRANS FEE:
PAGES: 3
EXEMPT #:

THIS SECOND AMENDMENT to the Declaration of Condominium Ownership of The Woodlands of Ville Du Parc, A Condominium, was adopted by the written consent of at least seventy-five percent (75%) of the votes of the membership of The Woodlands of Ville du Parc Condominium Association, Inc.

The legal description for The Woodlands of Ville Du Parc, a Condominium, is the following:

Units 1 through 52, together with each of said unit's undivided percentage interest in the common elements, in The Woodlands of Ville Du Parc, A Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by an Declaration of Condominium Ownership, (hereinafter "Declaration") dated August 13, 1982 and recorded on August 26, 1982, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, in Volume 478, pages 788 through 838, as Document No. 334358, and by a Condominium Plat therefor, which was amended by "Amendment to Condominium Declaration and Plat," dated June 6, 1983 and recorded on Jun 7, 1983 in Volume 490, pages 706 through 709, as Document No. 340873. Said Condominium being located in the City of Mequon, Ozaukee County, State of Wisconsin on the real estate described in said Declaration incorporated here and by reference thereto.

Recording Area

Name and Return Address
Attorney Adam S. Bazelon
von Briesen & Roper, s.c.
411 E, Wisconsin Ave, Suite 1000
Milwaukee, WI 53202

$30
15

Parcel Identification Number (PIN)

The Second Amendment to the Declaration is amending the Declaration of Condominium Ownership and of Easments, Restrictions, Covenants and Conditions for the Woodlands of Ville Du Parc, A Condominium, (hereinafter "Declaration") dated August 13, 1982 and recorded on August 26, 1982, in the Office of the Register of Deeds for Ozaukee County, Wisconsin, in Volume 478, pages 788 through 838, as Document No. 334358, and the first thereto which is recorded as Document No. 340873.

SECOND AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OWNERSHIP OF
THE WOODLANDS OF VILLE DU PARC

Article V § 12(a) of the Declaration of Condominium is amended to read as follows:

(a) Except as provided herein, all maintenance, repairs and replacement to the Common Elements and facilities, and the Limited Common Elements and facilities, whether located inside or outside of the Units (unless necessitated by the negligence, misuse or neglect of a Unit Owner, in which case such expenses shall be charged to such Unit Owner), shall be made by the Board of Directors and charged to the Unit Owners as a common expense.

The maintenance, repairs, and replacement of decks and patios immediately adjacent or attached to and having access directly from a Unit shall be the responsibility of the appurtenant Unit Owner, who shall also keep the same in good, safe, clean, attractive and sanitary condition.

The Board of Directors shall have the right, at any time, to determine that a deck or patio has fallen into neglect or disrepair. The Board of Directors may then notify the Unit Owner in writing of its determination. Upon notice, the Unit Owner shall have ninety (90) days to repair the deck or patio. If the Unit Owner fails to repair the deck or patio as required by the Board of Directors, the Board of Directors may cause the repairs to be made. All related repair or maintenance costs shall be assessed immediately to the Unit, and shall constitute a lien upon such unit in favor of the Association.

[Remainder of page intentionally left blank.]

I, Douglas Mickelson, being the President of The Woodlands of Ville du Parc Condominium Association, Inc., do hereby certify that:

1. Unit owners of at least seventy-five percent (75%) of the units have consented to and approved this amendment to the Declaration of Condominium.

2. The vote was taken by written ballot.

3. The written ballots are on file with The Woodlands of Ville du Parc Condominium Association, Inc. or other Board member, or agent of the Association.

Signed this 11th day of December, 2018.

The Woodlands of Ville du Parc Condominium Association, Inc.

By: Douglas Mickelson

Douglas Mickelson
Title: President

ACKNOWLEDGEMENT

State of Wisconsin)
) ss.
County of Ozaukee)

Personally came before me this 11th day of December, 2018, the above-named Douglas Mickelson to be known to be the person who executed the foregoing instrument and acknowledge the same.

Print name: Christine S Hunt
Notary Public, State of Wisconsin
My commission expires: 3-29-20

This document was drafted by:
Adam S. Bazelon, Esq.
von Briesen & Roper, s.c.
411 E. Wisconsin Ave., Suite 1000
Milwaukee, WI 53202

SECTION

C

The Woodland Condominium Association
2801 West Golf Circle
Mequon, WI 53092

September 23, 2009

Dear Fellow Homeowners:

Attached is a copy of the Amended and Restated By-Laws of The Woodlands of Ville de Parc Condominium Association, Inc. adopted on September 21, 2009.

Please retain these By-Laws and keep them safe along with your other important papers.

The Board of Directors

FINAL

AMENDED AND RESTATED BY-LAWS

OF

THE WOODLANDS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the Association is THE WOODLANDS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC., hereafter referred to as the "Association". The principal office of the Association and the mailing address of the Association shall be 2801 West Golf Circle, Mequon, Wisconsin 53092, or such other address as the Board may designate from time to time. Meetings of the Members and Directors may be held at other places within the State of Wisconsin.

ARTICLE II

DEFINITIONS

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

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

Section 3. "Common Element" shall mean and refer to all real property maintained by the Association for the common use and enjoyment of the Owners.

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

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

Section 6. "Declaration" shall mean and refer to the Declaration of Condominium Ownership applicable to the property to be recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, and any supplements or amendments thereto as provided in the Declaration.

Section 7. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. ANNUAL MEETING: The Annual meeting of Members shall be held each year on the second Monday in the month of September upon proper notice to the Members. If the day for the annual meeting of the Members is a legal or religious holiday, the meeting will be held on the first day following which is not a legal or religious holiday. The purpose of each annual meeting of the Members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

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

Section 3. PLACE OF MEETINGS: Meetings of the Unit Owners shall be held at the principal office of the property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors.

Section 4. NOTICE OF MEETINGS: Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or other person authorized to call a meeting, by delivering written notice, either personally or by mail at least ten (10) days (but not more than sixty (60) days) before such meeting to each voting Member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. In lieu of such notice, waivers may be accepted from all Unit Owners.

Section 5. QUORUM: The presence of the meeting of Members entitled to cast, or of proxies entitled to cast, twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in 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 be represented.

Section 6. 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 effective for a maximum period of one hundred eighty (180) days (unless granted to a Mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the Member of his Unit.

Section 7. MAJORITY OF UNIT OWNERS: As used in these By-Laws the term "majority of Unit Owners" shall mean those Unit Owners having more than fifty percent (50%) of the total authorized votes of all Unit Owners present in person or by proxy and voting at any meeting of the Unit Owners.

Section 8. ORDER OF BUSINESS: The order of business at all meetings of the Unit Owners shall be as follows:

(a) Roll call.
(b) Proof of notice of meeting or waiver of notice.
(c) Reading of minutes of preceding meeting.
(d) Reports of officers.
(e) Report of committees.
(f) Election of Directors (when applicable).
(g) Unfinished business.
(h) New business.

Section 9. PARLIAMENTARY PROCEDURE: Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of "Roberts Rules of Order".

ARTICLE IV

BOARD OF DIRECTORS
SELECTION-TERM OF OFFICE

Section 1. NUMBER AND SELECTION: The affairs of this Association shall be managed by a Board of five (5) Directors, all of whom must be members of the Association.

Section 2. ELECTION AND TERM OF OFFICE: The term of office of each Director shall be three (3) years. Except in the event of death, resignation, or removal, each Director shall hold office until his successor has been elected by the unit owners.

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

Section 4. COMPENSATION: Any Director may be reimbursed for his actual expenses incurred in the performance of his duties. However, a Director is not entitled to compensation for any service he may render to the Association as such, unless the Director is performing an essential function or service to the Association that, in the Board's judgment, is above and beyond the normal and customary functions of a Director.

In the above case, the Board may decide to compensate a Director provided the following conditions are met:

1. The amount and duration of the compensation must be approved by four-fifths (4/5) of the Board members.
2. The compensation must not exceed the value of the service(s) rendered.
3. The compensation must be in the best interests of the Association.
4. The unit owners must be informed of the amount and duration of the compensation at the next annual meeting.

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 consent of two-thirds (2/3) of the Directors then in office. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

MEETING OF DIRECTORS

Section 1. REGULAR MEETING: Regular meetings of the Board of Directors shall be held periodically without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. SPECIAL MEETINGS: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by two (2) of the Directors, after not less then twenty-four (24) hours notice to each Director.

Section 3. ELECTRONIC MEETINGS: The Board of Directors may permit any or all Directors to participate in a regular or special meeting of the Board of Directors by, or to conduct meetings through the use of, any means of communication by which any of the following occurs:

(a) All participating Directors may simultaneously hear each other during the meeting.
(b) All communication during the meeting is immediately transmitted to each participating Director, and each participating Director is able to immediately send messages to all other participating Directors.

If a meeting will be conducted through the use of any means described in this Section 3, all participating Directors shall be informed that a meeting is taking place at which official business may be transacted. A Director participating in a meeting by any means described in this Section 3 is deemed to be present in person at the meeting.

Section 4. QUORUM: A majority of the Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the

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

Section 5. WAIVER OF NOTICE: Any Member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the Members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

ARTICLE VI

POWER AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWER: In addition to their other authority, the Directors shall have power to:

(a) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from Unit Owners;

(b) Employ and dismiss employees and agents;

(c) Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

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

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

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

(g) Adopt and amend rules and regulations covering the details of the operation and use of the property;

(h) Open bank accounts on behalf of the property and to designate the signatories required therefor;

(i) Purchase, lease or otherwise acquire in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners, Units offered for sale or lease or surrendered by the Owners to the Board of Directors;

(j) Purchase Units at foreclosure or other judicial sales in the name of the Board of Directors, or its designee, corporate or otherwise, on behalf of all Unit Owners;

(k) Sell, lease, mortgage, vote the votes appurtenant to (other than for the election of Members of the Board of Directors), or otherwise dealing with Units acquired by and to sublease Units leased by the Board of Directors or its designee, corporate or otherwise, on behalf of all Unit Owners;

(l) Organize corporations to act as designees of the Board of Directors in acquiring title to or leasing of Units on behalf of all Unit Owners.

(m) Grant licenses for vending machines and laundry machines.

(n) Borrow money on behalf of the Association. With the authority of the Association, granted by an affirmative vote of a majority of Members qualified to vote, the Board may pledge as collateral the future income stream and other assets of the Association.

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any special meeting when such statement is requested in writing by seventy-five percent (75%)of the 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 provided in the Declaration, to :

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

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

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

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

(f) Cause all officers, members of Board and employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) Cause the Common Elements to be maintained;

(h) Charge, in its discretion, reasonable fees for the use of any recreational facility which may be constructed upon the Common Elements;

(i) Suspend the voting rights of an Owner upon the recording of a statement of condominium lien on that Owner's Unit. Such suspension of voting rights shall continue until the amount necessary to release the lien has been paid in full.

(j) Grant easements through or over Common Elements;

(k) Grant or withhold approval of any action by a Unit Owner or other person which would change the exterior appearance of a Unit or any other portion of the condominium;

(l) Make contracts and incur liabilities in connection with the operation of the condominium;

(m) Maintain a current roster of names and addresses of Unit Owners to which all notices shall be sent;

(n) Deny the right to Vote at an Association meeting to a Unit Owner who shall not have furnished to the Association the Unit Owner's name and current mailing address.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICES: The offices of this Association shall be a President, two (2) Vice-Presidents, 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. Each officer of the Association shall hold office for a term of one (1) year or until his or her successor shall be elected.

Section 4. SPECIAL APPOINTMENTS. The Board of Directors may elect such other officers as the affairs of the Association may require, have such authority and perform such duties as the Board of Directors may from time to time determine.

Section 5. RESIGNATION AND REMOVAL. Any officer may be removed from office by the Board of Directors whenever in its judgment the best interests of the Association will be served thereby. Any officer may at any time resign by giving written notice to the president or the secretary. Such resignation shall take effect on the date of receipt of such notice by the president or the secretary or at any later time specified in the notice. Unless otherwise specified in the notice, the acceptance of the resignation described in the notice shall not be necessary for its effectiveness.

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to fill such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7. DUTIES. Unless otherwise indicated by the Board of Directors, the duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the members of the Association and of the Board of Directors; oversee the implementation of the Board of Directors' orders and resolutions; sign all leases, mortgages, deeds, contracts, checks, promissory notes and other written instruments on behalf of the Association; generally manage the business of the Association; supervise and direct all other officers of the Association; and perform such other duties incident to the office of president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, or by the Board of Directors.

(b) Vice Presidents. The first vice president shall act in the place of the president in the event of the president's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors. The second vice president shall perform such other duties incident to the office of vice president as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, or by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Unit Owners; serve notices of the meetings of the Board of Directors and of the Unit Owners; keep all books and records of the Association other than books of account, including the membership list; and perform such other duties incident to the office of secretary as may be required under the Wisconsin Condominium Ownership Act, the Wisconsin Nonstock Corporation Law, the Declaration, the Articles or these Bylaws, or by the Board of Directors.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and disburse such funds as directed by the president or by the Board of Directors; keep complete and accurate books of account; prepare the annual report of the business transacted by the Association each year; and prepare a proposed annual operating budget each year for consideration of the Board of Directors or Unit Owners.

Section 8. COMPENSATION. Any officer may be reimbursed for his actual expenses incurred in the performance of his duties. However, an officer is not entitled to compensation for any service he may render to the Association as such, unless the officer is performing an essential function or service to the Association that, in the Board's judgment, is above and beyond the normal and customary functions of an officer.

In the above case, the Board may decide to compensate an officer provided the following conditions are met:

1. The amount and duration of the compensation must be approved by four-fifths (4/5) of the Board members.
2. The compensation must not exceed the value of the service(s) rendered.
3. The compensation must be in the best interests of the Association.
4. The unit owners must be informed of the amount and duration of the compensation at the next annual meeting.

Section 9. FIDELITY BONDS. The Board of Directors may require that any officers, agents or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums of such bonds shall be paid by the Association.

ARTICLE VIII

COMMITTEES

The Association may appoint in Architectural Control Committee, as provided in the Declaration. In addition, the Board of Directors may appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE IX

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member or any mortgagee. The Declaration, Articles and the By-Laws as well as annual reports of the Association shall be available for inspection by any member or any mortgagee at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE X

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, or installments thereof, which are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest from the date of delinquency at a rate of interest which is two percent higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgments. In addition to charging such interest the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is delinquent, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for therein by nonuse of the Common Elements or abandonment of his Unit. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without foreclosing or waiving the lien securing the same. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments shall be terminated. If such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year shall be considered at once, without further notice, due and payable and shall be considered delinquent. If the delinquent installment be of a special assessment, the entire special assessment, shall be considered at once, without further notice, due and payable and shall be considered delinquent.

ARTICLE XI

ABATEMENT AND ENJOINING OF VIOLATIONS

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

If the Association incurs legal fees or other costs to enforce any breach of the Declaration, Bylaws, Rules, or applicable law, it shall be entitled to recover the costs of such reasonable attorney fees or other costs. Such legal fees or other costs shall be an assessment upon the defaulting Unit Owner.

ARTICLE XII

SALE AND LEASE OF UNITS

Section 1. SALES AND LEASES: No Unit Owner may sell or lease his Unit or any interest therein except by complying with the provisions of this section. A Unit Owner's sale of his Unit shall include the sale of: (a) the undivided interest in the Common Elements and facilities appurtenant thereto; (b) the interest of such Unit Owner in any Units theretofore acquired by the Board of Directors, or its designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (c) the interest of such Unit Owner in any other assets of the Property, hereinafter collectively called the "appurtenant interest".

Any leases of a Unit shall be consistent with these By-Laws and shall provide that it may not be modified, amended, extended or assigned, without the prior consent in writing of the Board of Directors, and that the Board of Directors shall have power to terminate such lease and to bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of the terms and conditions of such lease. Except as hereinbefore set forth, the form of any such lease shall be the then current form of apartment lease recommended by the Wisconsin Real Estate Board, with such modifications as shall from time to time be required by the Board of Directors or be approved in writing by the Board of Directors.

Any purported sale or lease of a Unit in violation of this Section shall be voidable at the election of the Board of Directors.

Section 2. WAIVER OF RIGHT OF PARTITION WITH RESPECT TO UNITS ACQUIRED BY BOARD OF DIRECTORS: In the event that a Unit shall be acquired by the Board of Directors or its designee on behalf of all Unit Owners as tenants-in-common all such Unit Owners shall be deemed to have waived all rights of partition with respect to such Unit.

Section 3. PAYMENT OF ASSESSMENTS: No Unit Owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease his Unit unless and until he shall have paid in full to the Board of Directors all unpaid common charges theretofore assessed by the Board of Directors against his Unit and until he shall have satisfied all unpaid liens against such Unit, except permitted mortgages.

Section 4. NOTIFICATION OF CONVEYANCE: Within five (5) days after a sale, transfer or conveyance (by land contract, mortgage or otherwise) of any legal or equitable interest in a Unit, the purchaser or mortgagee shall deliver notice to the Association stating: (a) the date of the conveyance; (b) the Unit; (c) the purchaser's or mortgagee's name and mailing address; and (d) the name and address of the Designee of such purchaser, if any; and (e) any other information as may be required under the Condominium Documents or as may be reasonably requested by the Board.

ARTICLE XIII

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case there is any conflict between the provisions of these By-Laws, the Act, the Declaration, the Plat or the Articles, the following shall apply:

(a) The provisions of the Act control over the provisions of the Declaration, the Plat, the By-Laws and the Articles;

(b) The provisions of the Declaration control over the provisions of the Plat, the By-Laws and the Articles;

(c) The provisions of the Plat control over the provisions of the By-Laws and the Articles;

(d) The provisions of the Articles control over the provisions of the By-Laws.

ARTICLES XIV

AMENDMENTS

These By-Laws may be amended by affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes at a regular or special meeting of the Members.

ARTICLE XV

FISCAL YEAR

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

ARTICLE XVI

CORPORATE SEAL

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

ARTICLE XVII

DESCRIPTION AND USE OF THE PROPERTY

Section 1. BOUNDARIES OF UNITS. Unit boundaries are described in Declaration Article II, Section 4. This Article XVII, Section 1 is intended as a supplement, and not a contradiction of any provision of the Declaration. The vertical and horizontal surfaces of the Unit (be it drywall, tiles, wallpaper, paneling, carpeting, or other covering) is included as part of each defined Unit.

Section 2. ADDITIONAL ITEMS INCLUDED AS PART OF UNIT. Declaration Article II, Section 4 provides that certain, specific items are included as part of a Unit. This Article XVII, Section 2 is intended as a supplement and clarification, and not a contradiction of any provision of the Declaration. The Unit shall include each of the following items that serve such Unit exclusively:

(a) Windows, doors and garage doors (with all opening, closing and locking mechanisms and all hardware) which provide direct access to or within the Unit.

(b) Floor, wall, baseboard, or ceiling electrical outlets and switches and the junction boxes serving them.

(c) Telephone, telefax, cable television, computer, internet, stereo or other sound systems, if any, including outlets, switches, hardware and other appurtenances serving them.

(d) Plumbing fixtures, hot water heaters, fire sprinklers, if any, water softeners, if any, and the piping, valves, and other connecting and controlling mechanisms and devices lying between the fixture and water or sewage lines serving more than one (1) Unit.

(e) The heating, ventilating and air conditioning system, including the furnaces, air conditioning equipment, the control mechanisms, all vents from the Unit to the exterior of the Condominium, including vents for furnaces, clothes dryer, range hood, all other exhaust fans, and such other vents appurtenant to each Unit, condensers and all connections thereto serving each Unit, exclusively.

Section 3. USE OF UNITS. Declaration Article V, Section 2(a) provides that no trade or business shall be carried on anywhere within Units. This Article XVII, Section 3 is intended as a supplement and clarification, and not a contradiction of any provision of the Declaration. The prohibition on trade or business shall not be construed in such a manner as to prohibit a Unit Owner from:

(a) maintaining his or her personal professional library in his or her Unit;

(b) keeping his or her personal business or professional records or accounts in his or her Unit;

(c) handling his or her personal or business records or accounts in his or her Unit; or

(d) handling his or her personal business or professional telephone calls or correspondence from his or her Unit.

Nothing in this Section shall authorize the maintaining of an office at which customers or clients customarily call and the same is prohibited.

ARTICLE XVIII

INSURANCE

Section 1. FIRE AND EXTENDED LOSS INSURANCE. Declaration Article XII provides, among other things, that the Association, for the benefit of all Unit Owners, shall insure the Units against loss or damage by fire and such other hazards as the

Association may deem desirable. This Article XVIII, Section 1 is intended as a supplement, and not a contradiction of any provision of the Declaration.

The Board of Directors of the Association shall obtain and maintain fire, casualty, and special form insurance coverage for the Units, the Common Elements and for the Association's service equipment, supplies and personal property. Insurance coverage for the Units and Common Elements shall be reviewed and adjusted by the board of directors of the Association from time to time to ensure that the required coverage is at all times provided. The insurance, if any, maintained by the Association shall be written on the Condominium's Units and Common Elements in the name of the Association as insurance trustee for the individual Unit Owners in their respective Percentage Interests, and may list each Unit Owner as an additional insured with respect to its Unit. All premiums for such insurance shall be Common Expenses.

Section 2. SPECIAL PROVISION ALLOCATING DEDUCTIBLE EXPENSE. Notwithstanding the foregoing, if maintenance or repair is required as a result of an insured loss, the amount of the deductible shall be considered a maintenance expense to be paid by the person or persons (including the Association) who would be responsible for such maintenance or repair in the absence of insurance, as specified in Article V, Section 12 of the Declaration which assigns maintenance and repair responsibilities. If the loss affects more than one Unit or a Unit and the Common Elements, the cost of the deductible may be apportioned equitably by the Board among the parties suffering loss in accordance with the total cost of repair.

The Association may enforce payment of any amount due from an individual Owner toward the deductible in accordance with its power to collect assessments as set forth at Article VIII of the Declaration and Article X of these Bylaws. The Board's decision on the allocation of the deductible shall be conclusive, provided that the Board shall first obtain the opinion of any interested party and shall secure expert advice, if it is deemed required. During the period of the review procedure, the assessment shall remain as a lien on the Unit.

The Board of Directors or its designee shall, on a periodic basis, review the insurance market to determine whether homeowners insurance covering the deductible amount is available to the homeowners at a reasonable price. Because of the changing insurance market, the Board shall have the power to suspend or alter the insurance provisions of this subsection, provided that the suspension or alteration shall be published to the membership in advance of any loss to which the suspension may apply.

The Board shall not contract for insurance containing a deductible or any other clause which is not permitted in underwriting guidelines of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other comparable governmental or quasi-governmental agency insuring or involved in the making or purchasing of mortgages of any Unit.

Section 3. DIRECTORS' AND OFFICERS' INSURANCE. The Association shall require or maintain insurance on behalf of any person who is or was a director or officer of the Association against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such. Such coverage shall be in the minimum amount of at least $1,000,000, or such higher minimum amounts as are needed in the discretion of the Association to comport with the prevailing commercial practice.

Section 4. UNIT OWNERS' INSURANCE. Each Unit Owner shall insure all of his own personal property (whether or not such personal property is stored within the Unit owned by such Unit Owner or any Common Element or Limited Common Element) and any insurable portion of the Unit not covered by the Association's insurance as specified herein, and shall also maintain in effect at all times a comprehensive homeowner's liability policy. Each such policy shall name the Association as an additional insured. The homeowner's liability policy shall provide for coverage in the minimum amount of at least $300,000 per occurrence for personal injury and/or property damage or such higher minimum as is needed in the discretion of the Association to comport with the prevailing commercial practice. Nothing shall prohibit Unit Owners from maintaining insurance with limits in excess of those maintained by the Association or with additional insured risks; provided, however, that each Unit Owner's own property insurance coverage shall be excess coverage only and the insurance obtained by the Association, as required under Article XVIII, Section 1, shall at all times be primary coverage. Unit Owners are encouraged to submit copies of the disclosure materials for the Condominium to their insurance carriers in order to ensure adequate property and liability coverages.

Section 5. MUTUAL WAIVER OF SUBROGATION. Nothing in this Declaration shall be construed so as to authorize or permit any insurer of the Association or a Unit Owner to be subrogated to any right of the Association or a Unit Owner arising under this Declaration. The Association and each Unit Owner hereby release each other to the extent of any perils to be insured against by either of such parties under the terms of this Declaration or the Bylaws, whether or not such insurance has actually been secured, and to the extent of their respective insurance coverage for any loss or damage caused by any such casualty, even if such incidents shall be brought about by the fault or negligence of either party for whose acts, omissions or negligence the other party is responsible. All insurance policies to be provided under this Article by either the Association or a Unit Owner shall contain a provision that they are not invalidated by the foregoing waiver. Such waiver shall, however, cease to be effective if the existence thereof precludes either the Association or a Unit Owner from obtaining such policy.

Section 6. STANDARDS FOR ALL INSURANCE POLICIES. All insurance policies provided under this Article XVIII shall be written by companies duly qualified to do business in the State of Wisconsin, with a general policyholder's rating of at least "A" and a financial rating of at least Class VII, as rated in the latest edition of Best's Key Rating Guide, unless the board of directors of the Association determines by unanimous

vote or unanimous written consent that any policy may be issued by a company having a different rating.

ARTICLE XIX

LIABILITY AND INDEMNITY

Section 1. GENERAL SCOPE AND DEFINITIONS.

(a) The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

(b) For purposes of this Article, "director or officer" means a natural person (i) who is or was a director or officer of the Association or (ii) who, while a director or officer of the Association, is or was serving at the Association's request as a director, officer, partner, trustee, member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, limited liability company, joint venture, trust or other enterprise or (iii) who, while a director or officer of the Association, is or was serving an employee benefit plan because his or her duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan or (iv) who is or was a member of the Architectural Control Committee. Unless the context requires otherwise, "director or officer" shall also mean the estate and personal representative of a director or officer.

(c) For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

(d) For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees and any other expenses incurred in connection with a proceeding, including a proceeding in which a director or officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan.

Section 2. MANDATORY INDEMNIFICATION.

(a) To the extent that a director or officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue or matter

therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a director or officer of the Association.

(b) In cases not included under Section 2(a), the Association shall indemnify any director or officer against expenses actually and reasonably incurred by the director or officer in a proceeding to which the director or officer was a party because he or she is or was a director or officer, unless liability was incurred because the director or officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted any of the following: (i) a willful failure to deal fairly with the Association or its members in connection with a matter in which the director or officer had a material conflict of interest; (ii) a violation of criminal law, unless the director or officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the director or officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the director or officer is not required under this subsection.

(c) Indemnification under this Section is not required to the extent that the director or officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

(d) To the extent indemnification is required under this Article XIX, the Association has purchased or is required to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

Section 3. DETERMINATION OF RIGHT TO INDEMNIFICATION. Unless otherwise provided by written agreement between the director or officer and the Association, the director or officer seeking indemnification under Section 2 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification:

(a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings;

(b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section 3(a) or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the same or related proceedings;

(c) by arbitration; or

(d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination.

Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Nonstock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

Section 4. ALLOWANCE OF EXPENSES AS INCURRED. Within thirty (30) days after a written request by a director or officer who is a party to a proceeding because he or she is or was a director or officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the director or officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under Section 3 that indemnification under Section 2 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the director or officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

Section 5. PARTIAL INDEMNIFICATION.

(a) If it is determined pursuant to Section 3 that a director or officer is entitled to indemnification as to some claims, issues or matters in connection with any proceeding, but not as to other claims, issues or matters, the person or persons making such determination shall reasonably determine and indemnify the director or officer for those expenses which are the result of claims, issues or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

(b) If it is determined pursuant to Section 3 that certain expenses (other than liabilities) incurred by a director or officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination

shall authorize the indemnification of the director or officer for only such amounts as he or she or they shall deem reasonable.

Section 6. Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a director or officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of Association.

Section 7. LIMITED LIABILITY OF DIRECTORS AND OFFICERS.

(a) Except as provided in Sections 7(b) and 7(c), a director or officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a director or officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section 2(b).

(b) Except as provided in Section 7(c), this Section 7 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

(c) Sections 7(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority or agency in its capacity as a private party or contractor.

Section 8. SEVERABILITY OF PROVISIONS. The provisions of this Article and the several rights to indemnification, advancement of expenses and limitation of liability created hereby are independent and severable and, in the event that any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

Section 9. NONEXCLUSIVITY OF RIGHTS. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense or advancement of expenses may be entitled under any agreement authorized by the Board

of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a director or officer, or permit a director or officer to retain any allowance of expenses, pursuant to any such additional rights unless it is determined by or on behalf of the Association that the director or officer did not breach or fail to perform a duty he or she owes to the Association which constitutes conduct under Section 2(b). A director or officer who is a party to the same or related proceeding for which indemnification, defense or an allowance of expenses is sought may not participate in a determination under this Section.

Section 10. PURCHASE OF INSURANCE. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a director or officer of the Association, to the extent that such director or officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the director or officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

Section 11. BENEFIT. The rights to indemnification, defense and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 12. AMENDMENT. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

HUNT
MANAGEMENT
INCORPORATED
SINCE 1982

A Community Presence

June 5, 2019

TO: ALL WOODLANDS OF VILLE DU PARC HOMEOWNERS

RE: NOTIFICATION OF NEW COLLECTION & LATE FEE POLICY

Beginning with the July 1, 2019 quarterly maintenance fee payment installment, and going forward, the attached Collection & Late Fee Policy will be implemented.

In summary, a late payment penalty $100.00 will assessed on any unpaid quarterly assessment that is not paid within 60 days of the due date.

Please review this policy very carefully ensure your quarterly fees are paid in manner so as to avoid any additional fees/penalties.

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

Thank you.

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
The Woodlands of Ville Du Parc Condominium Association, Inc.

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

Enclosure

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

huntmanagement.com
888-305-1071

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

MEMBER OF community ASSOCIATIONS INSTITUTE

RESOLUTION OF THE BOARD OF DIRECTORS

The Woodlands of Ville Du Parc Condominium Association, Inc.

DATE: 12-11-18

INTRODUCTORY RECITALS

A. It is the objective of the Board of Directors of The Woodlands of Ville Du Parc Condominium Association, Inc. (the "Association") to establish a standard procedure for collection of past due condominium assessments;

B. It is the obligation of the Association to make timely payments of all its financial obligations; and,

C. The Board of Directors is empowered to create, implement, and enforce a late payment policy for all monies owed to the Association.

THE BOARD OF DIRECTORS HEREBY RESOLVES AS FOLLOWS:

COLLECTION AND LATE FEE POLICY

1. The maintenance fee assessments are due quarterly, with the following due dates each year: January 1, April 1, July 1 and October 1.

2. The Association shall pursue collection of past due condominium assessments—which includes monthly maintenance fees, special assessments, fines, and late fees—according to the following procedure.

(a) If an assessment is not paid within sixty (60) days of its due date, the owner will be charged a $100.00 late fee. If the 60th day falls on a weekend or holiday, all payments are due on the previous business day.

(b) When a unit owner is delinquent ninety (90) days, the account may be referred to an attorney for collections (although the Association reserves the right to send it to an attorney earlier, if it deems that to be in the best interests of the Association). Collection methods include, but are not limited to, filing a lien on the condominium unit and foreclosure. The unit owner will be liable for all costs of collections, including attorney fees.

4. If a check received from a unit owner is returned by the bank (or similar entity) for insufficient funds in the unit owner's account, the unit owner will be charged

$25.00 per occurrence.

5. The provisions of this rule are in addition to—and shall in no way limit—the collection remedies provided in the Association's Declaration and Bylaws, including charging of interest to delinquent accounts.

BE IT FURTHER RESOLVED, this resolution shall be effective seven (7) days after unit owners are given notice of same.

Amendment Considered
At Meeting, 12/11/2018 (Date)

Motion made by: Mickelson

Seconded: Kahn
(Yes/No)

In Favor: 4
Opposed: 0

Signed: _____
Secretary

SECTION

D

Return to:
ELI C. FRANK
ATTORNEY AT LAW
SUITE 1200 MARINE PLAZA
111 EAST WISCONSIN AVENUE
MILWAUKEE, WISCONSIN 53202

ARTICLES OF INCORPORATION

OF

THE WOODLANDS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

TABLE OF CONTENTS

Article 1	Name of Corporation	2
Article 2	Existence Perpetual	2
Article 3	Purpose	2
Article 4	Location of Principal Office	3
Article 5	Registered Agent	3
Article 6	Address of Registered Agent	3
Article 7	Number of Directors	3
Article 8	Initial Board of Directors	3
Article 9	Names and Addresses of Initial Board Members	4
Article 10	Membership	4
Article 11	Voting Rights	4
Article 12	Dissolution	5
Article 13	Amendment	5
Article 14	Name and Address of Incorporator	5
Exhibit A	Legal Description	6

09\01\82 WISCONSIN SECTY-STATE
1111 COR\ *
1021 $35.00

WI 7397

ARTICLES OF INCORPORATION

OF

THE WOODLANDS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

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

ARTICLE 1

The name of the Association is THE WOODLANDS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.,

ARTICLE 2

The Period of existence shall be perpetual.

ARTICLE 3

The purposes shall be as follows:

(a) To provide for maintenance, preservation and architectural control of the Common Elements within that certain tract of property described in Exhibit A attached hereto and incorporated herein; and to promote the health, safety and welfare of the residents within said property;

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

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

(d) To exercise all of the powers and privileges and to perform all of the duties and obligations of this Association as set forth in said Declaration of Condominium Ownership which is to be recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin;

(e) To borrow money, and with the assent of seventy-five

percent (75%) of voting members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(f) To dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by seventy-five percent (75%) of voting members, agreeing to such dedication, sale or transfer;

(g) To participate in mergers and consolidations with other unincorporated associations or nonprofit corporations organized for the same purposes provided that any such merger or consolidation shall have the assent of seventy-five percent (75%) of voting members;

(h) To have and to exercise any and all powers, rights and privileges a Wisconsin Corporation organized under Chapter 181, Wisconsin Statutes, may now or hereafter have or exercise.

ARTICLE 4

Location of the principal office is 12400 Ville du Parc Drive, Mequon, Wisconsin 53092.

ARTICLE 5

Name of the initial registered agent is Eli C. Frank.

ARTICLE 6

Address of the initial registered agent is Suite 1200, 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

ARTICLE 7

The number of Directors may be fixed by by-laws but shall not be less than three (3).

ARTICLE 8

The number of Directors constituting the initial Board shall be three (3), who need not be members of the Association.

ARTICLE 9

Names and addresses of the initial Directors:

Robert W. Chamberlain
12400 Ville du Parc Drive
Mequon, WI 53092

David S. Norman
111 E. Wisconsin Avenue
Milwaukee, WI 53202

Eli C. Frank
111 E. Wisconsin Avenue
Milwaukee, WI 53202

ARTICLE 10

MEMBERSHIP

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

ARTICLE 11

VOTING RIGHTS

All Owners shall be entitled to one (1) vote for each Unit owned. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall more than one vote be cast with respect to any Unit. There can be no split vote. Prior to the time of any meeting at which a vote is to be taken, each co-owner shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded.

The Developer who shall be entitled to one (1) vote for each Unit owned; provided, however, that notwithstanding the foregoing provisions for voting, the Developer shall have sufficient votes to constitute a majority of votes until all its Units are sold; provided, further, that Developer's control shall cease seven (7) years after the first Unit is conveyed to a purchaser other than the Developer, or thirty (30) days after the conveyance of seventy-five percent (75%) of the Units, whichever time is earlier.

ARTICLE 12

DISSOLUTION

The Association may be dissolved with the assent of seventy-five percent (75%) of the votes as provided in "Voting Rights" above. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE 13

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

ARTICLE 14

The name and address of the incorporator is Eli C. Frank, 111 East Wisconsin Avenue, Milwaukee, Wisconsin 53202.

Executed in duplicate the 27th day of August, 1982.

Eli C. Frank

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 27th day of August, 1982 the above named Eli C. Frank, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Herbert M. Hiller
Notary Public, State of Wisconsin
My commission is permanent.

This document was drafted by Eli C. Frank, of the Law Firm of Frank, Hiller & Shapiro, Ltd.

RECORD IN OZAUKEE COUNTY, WISCONSIN.

THE
WOODLANDS OF VILLE DU PARC
STAGE VI

THAT PART OF THE NW 1/4 AND THE NE 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 13, T 9 N, R 21 E, IN THE CITY OF MEQUON, OZAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE EAST 1/4 CORNER OF SECTION 13:
THENCE DUE NORTH ALONG THE EAST LINE OF THE NE 1/4 OF SECTION 13 AFORESAID 791.13 FT. TO A POINT:
THENCE SOUTH 70° 46' 12" WEST 994.78 FT. TO A POINT:
THENCE SOUTH 28° 12' 06" WEST 858.42 FT. TO A POINT:
THENCE SOUTH 02° 35' 57" EAST 383.45 FT. TO THE SOUTHWEST CORNER OF THE NW 1/4 OF THE NE 1/4 OF THE SE 1/4 OF SECTION 13;
THENCE NORTH 89° 30' 00" EAST 662.48 FT. TO A POINT;
THENCE NORTH 00° 13' 43" EAST 666.95 FT. TO A POINT IN THE EAST AND WEST QUARTER LINE OF SECTION 13:
THENCE NORTH 89° 42' 35" EAST ALONG THE EAST AND WEST QUARTER LINE OF SECTION 13 AFORESAID 662.45 FT. TO THE POINT OF BEGINNING.
EXCEPTING THOSE PORTIONS TO BE DEDICATED FOR PUBLIC STREET PURPOSES.

#35 00 ARTICLES

NON-STOCK

OZAUKEE

RETURN TO:

Eli C. Frank
Attorney at Law
Suite 1200 Marine Plaza
111 East Wisconsin Avenue
Milwaukee, Wisconsin 53202

STATE OF WISCONSIN
FILED

AUG 31 1982

VEL PHILLIPS
SECRETARY OF STATE

SECTION

E

Condominium and Homeowners' Association Management Agreement

ASSOCIATION: WOODLANDS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located on N. GOLF DRIVE, MEQUON, WISCONSIN

Beginning: February 1, 2015

Ending: January 31, 2016

This agreement (the "Agreement") is made and entered into this _____ day of January 2015 by and between the unit owners' association known AS WOODLANDS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC. (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as WOODLANDS OF VILLE DU PARC CONDOMINIUM located on N. GOLF DRIVE, MEQUON, WISCONSIN (the "Property"), and HUNT MANAGEMENT INCORPORATED (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.

The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of TWELVE MONTHS, beginning February 1, 2015, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

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

2.1 COLLECTION OF ASSESSMENTS

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

2.2 RECORDS OF INCOME AND EXPENDITURES

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

2.3 PREPARATION OF ANNUAL BUDGET

SIXTY (60) days prior to the beginning of each fiscal year, which begins on JANUARY 1ST, Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 SUBMISSION OF ANNUAL REPORT

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

2.5 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements and certain limited common elements (such as driveways and walkways) of the Property to be maintained according to appropriate standards of maintenance consistent with the character of the Property, including BUILDING & GROUNDS MAINTENANCE & REPAIR, ETC.

2.6 EMPLOYMENT OF PERSONNEL

With prior approval of the Board of Directors, Agent shall hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge employees of the Association. All such employees (not including independent contractors) shall be employees of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property.

2.7 PAYMENT OF EMPLOYMENT TAXES

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

2.8 UTILITIES AND SERVICES CONTRACTS

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

contracts and purchases shall be executed in the name of the Association by its Board of Directors and at its expense.

2.9 PAYMENT OF EXPENSES

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

2.10 RECORDS OF INSURANCE

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

2.11 OTHER SPECIFIC SERVICES OF AGENT

TO BE NEGOTIATED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

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

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

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

Section 5 DISPOSITION OF FUNDS

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

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Agent's designees shall be the only parties authorized to draw upon such accounts (EXCEPTING THOSE ACCOUNTS DESIGNATED AS 'RESERVES' FOR WHICH DIRECTORS / OFFICERS SHALL BE SIGNATORIES). Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Agent shall prepare checks to be signed by the Treasurer (or other board members) for all expenses of operation and management of the Property from the Association's funds. Any amounts owed to Agent by the Association shall also be paid from such account monthly only upon dated signature of a Board member on an invoice or other writing.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

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

5.4 BONDING OF EMPLOYEES

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

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend ONE regular meeting(s) of the Board each QUARTER and the annual meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A MINIMUM $100.00 PER HOUR CHARGE SHALL ACCRUE. QUARTERLY BOARD MEETINGS TO BE HELD BETWEEN THE HOURS OF 7:30 AM AND 5:00 PM, MONDAY THROUGH

THURSDAY Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent $100.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings. (SEE SECTION 9.3)

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

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

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

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

8.1 STRUCTURAL CHANGES

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

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the

Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

8.3 AGENT ASSUMES NO LIABILITY

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

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of $ 1,025.00 per month. The management fee shall be paid monthly. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. THIS INITIAL MONTHLY FEE OF $1,025.00 SHALL NOT INCREASE FOR A PERIOD OF TWELVE MONTHS, UNLESS OTHERWISE MUTUALLY AGREED BY THE PARTIES. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. The Association shall pay for any out-of-pocket expense of Agent in relation to circulation of notices and newsletters and general correspondence of the Association, such as postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AS REQUIRED

9.3 FOR OTHER SERVICES

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES AT DEPOSITIONS, HEARINGS, TRIALS OR SIMILAR PROCEEDINGS ON BEHALF OF OR IN CONJUNCTION WITH AGENTS SERVICE TO ASSOCIATION - MINIMUM CHARGE - $100.00 PER HOUR

Section 10 OBLIGATIONS OF THE ASSOCIATION

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

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

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

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name both the Association and Agent as ADDITIONAL INSURED, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates AND ADDITIONAL INSURED ENDORSEMENTS evidencing such insurance or with duplicate copies of such policies within TEN (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of THIRTY (30) days' written notice to Agent before any cancellation of or changes to said policies. FURTHER, IT IS AGREED THAT THE ASSOCIATION'S INSURANCE COVERAGE SHALL BE PRIMARY AND AGENTS INSURANCE COVERAGE SHALL BE NON-CONTRIBUTORY.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

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

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of $5,000.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of $5,000.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.6 APPROVE ANNUAL BUDGET

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

with the Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement within thirty (30) days' notice in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement with thirty (30) days' notice in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it, and Agent in its sole and absolute discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. Agent shall provide written notice to the Association of its election to terminate this Agreement.

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association OR AGENT may cancel this Agreement at any time on not less than THIRTY (30)days prior WRITTEN notice to Agent OR ASSOCIATION. THERE SHALL BE NO CANCELLATION FEE.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

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

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

papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

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

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 16 HEADINGS

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

Section 17 FORCE MAJEURE

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

Section 18 COMPLETE AGREEMENT

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

Section 19 RIGHTS CUMULATIVE; NO WAIVER

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

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

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

Section 21 NOTICES

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

writing.

21.1 TO AGENT

HUNT MANAGEMENT INCORPORATED

10520 N. BAEHR ROAD, SUITE Q

MEQUON, WISCONSIN 53092

(OR CURRENT LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

Leslie A. Kolowith

12401 N. Golf Drive

Mequon, WI 53092

21.3 DELIVERY OF NOTICES

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

Section 22 AGREEMENT NOT BINDING ON SUCCESSORS AND ASSIGNS WITHOUT WRITTEN CONSENT OF ASSOCIATION

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement without the written consent and permission of the Board..

Section 23 DISPUTE RESOLUTION

ANY DISPUTE INVOLVING THE TERMS OF THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION PURSUANT TO THE RULES, THEN APPLICABLE, OF THE AMERICAN ARBITRATION ASSOCIATION, EXCEPT FOR THE SELECTION OF THE ARBITRATOR, WHICH SHALL BE SELECTED BY MUTUAL AGREEMENT OF BOARD AND AGENT.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 21st day of January, 2015

Witnesses:

Eric Uecichter

Board:
WOODLANDS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.

Leslie A. Kolawith

President

Agent:

Firm HUNT MANAGEMENT INCORPORATED

By

Submitted by

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

_____

(Name)

_____

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

located at _____

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

a resident of the United States, whose address is _____

_____

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

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

Dated at ____ this ___ day of _____, 20__.

_____

Signature of Taxpayer

_____

Title

Executed in the presence of:

_____

Signature of Taxpayer

_____

Title

_____

Witness

_____

Signature of Taxpayer

_____

Witness

_____

Title

Acknowledged before me this ___ day of _____, 20____.

NOTARIAL SEAL

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

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

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

SECTION

F

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

October 31, 2024

TO: All Woodlands of Ville Du Parc Homeowners

RE: **2025 Budget**

For your review, use and file we have enclosed the following:

2024 Income and Expense Summary & 2025 Budget

Please know that after an extensive review of the Association's financial status, the Directors have resolved that it ***WILL be necessary to increase the MONTHLY association/maintenance fee to $695.00 per unit, per MONTH beginning January 1, 2025.*** This increase of approximately 3.8%, will help the Association keep pace with the increase in costs related to maintaining the property, which has spiked significantly due to current economic conditions and the continuing need to fund the Association's Reserve Account.

Your Board of Directors and Management will continue their effort toward maintaining and improving the financial and physical soundness of The Woodlands of Ville Du Parc and both thank you for your continued understanding and support.

Lastly, if you are currently using coupons to pay your monthly fees you will soon receive a coupon book in the mail for your use in 2025. If you are paying via electronic funds transfer (EFT), we will withdraw the MONTHLY FEE from your account on, or around the 5th of EACH MONTH. For those of you that have your bank pay your fees, please advise them to send MONTHLY checks to the following mailing address: The Woodlands of Ville Du Parc, c/o Hunt Management, P.O. Box 1755, Arlington Heights, IL 60006-1755.

Should you ever have any questions regarding the Association's financial status, please feel free to contact me at this office.

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
The Woodlands of Ville Du Parc Condominium Association, Inc.

Terry R Handel

Terry R. Handel, CMCA, AMS, PCAM
Assistant General Manager
thandel@huntmanagement.com

Enclosure

THE WOODLANDS OF VILLE DU PARC CONDOMINIUM ASSOCIATION, INC.
2024 INCOME & EXPENSE SUMMARY
AND 2025 BUDGET

FINAL

INCOME	BUDGET 2024	ACTUAL 1-1-24- 9-30-25	PROJECTED 10-1-24 12-31-24	PROJECTED 2024	BUDGET 2025
MAINTENANCE FEES	418,080	313,611	104,469	418,080	433,680
SPECIAL ASSESSMENT	0	0	0	0	0
PRIOR YEAR SURPLUS	0	0	0	0	0
LATE CHARGES	0	200	0	200	0
INTEREST	3,000	3,491	890	4,381	4,500
LEGAL REIMBURSE	0	0	0	0	0
INS. PROCEEDS	0	0	0	0	0
RES. FUND CONTRIBUTION	176,883	134,436	44,388	178,824	182,000
MISCELLANEOUS	0			0	0
TRANSFER FEES	0	100	50	150	0
TOTAL	**$597,963**	**$451,838**	**$149,797**	**601,635**	**$620,180**
EXPENSES					
MANAGEMENT	17,374	13,030	4,344	17,374	17,904
LEGAL	2,500	0	1,000	1,000	2,500
ACCOUNTING	2,900	500	0	500	2,900
INSURANCE	57,600	38,166	22,763	60,929	70,000
INSURANCE DISBURSE	0	0	0	0	0
BANK CHARGES	0	0	0	0	0
ADMIN FEES	800	278	500	778	800
ELECTRICITY	1,600	964	650	1,614	1,700
LANDSCAPE IMPROVE	10,000	5,246	4,500	9,746	10,000
FORESTRY	20,000	10,629	9,000	19,629	20,000
LANDSCAPE MAINT.	70,000	52,038	16,959	68,997	65,200
SNOW REMOVAL	16,000	9,160	4,580	13,740	15,000
IRRIG. SYSTEM MAINT.	0	0	0	0	0
IRRIG. SYSTEM WATER	700	464	154	618	700
MAIN/REP./SUP.	16,000	11,146	5,000	16,146	17,000
ASPHALT	0	8,390	0	8,390	8,000
ROOF & GUTTER MAINT.	19,000	9,740	7,000	16,740	19,000
PAYROLL	0	0	0	0	0
PAYROLL TAXES	0	0	0	0	0
INCOME TAX	1,500	2,159	310	2,469	2,600
STATUTORY RESERVE	180,000	119,508	60,492	180,000	180,000
SURVEY	0	0	0	0	0
INTEREST ADJUSTMENT	3,000	3,491	890	4,381	4,500
CONTINGENCY	2,106	0	0	0	376
MISC.	0	0	0	0	0
TOTAL	**$421,080**	**$284,909**	**$138,142**	**$423,051**	**$438,180**
RESERVE PROJECTS					
SIDING & TRIM REP./REPL.	25,000	25,064	15,124	40,188	25,000
PAINTING	35,000	26,141	0	26,141	26,000
ROOF/GUTTER REPLACE.	90,000	91,400	0	91,400	105,000
CONCRETE & MUD JACK.	5,000	0	0	0	5,000
CHIMNEY / MASONRY REP.	5,000	10,660	0	10,660	5,000
BASEMENT REPAIRS	16,883	10,435	0	10,435	16,000
RESERVE STUDY	0	0	0	0	0
TOTAL	**$176,883**	**$163,700**	**$15,124**	**$178,824**	**$182,000**
GRAND TOTAL	**$597,963**	**$448,609**	**$153,266**	**$601,875**	**$620,180**
PROFIT / LOSS	**$0**	**$3,229**	**($3,469)**	**($240)**	**$0**

Section G

0824790 - 1

0824790

RONALD A. VOIGT
OZAUKEE COUNTY
REGISTER OF DEEDS
PORT WASHINGTON, WI
TXID: 20812

RECORDED ON
08/23/2005 10:06AM

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

STATUTORY RESERVE ACCOUNT STATEMENT

Document Number

Re: The Woodlands of Ville Du Parc Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for The Woodlands of Ville Du Parc Condominium", dated the 13th day of August 1982 and recorded the 26th day of August, 1982 in the Office of the Register of Deeds for Ozaukee County, Wisconsin, in (Reel)(Vol.) 478 of Records, at (Images) (Pages) 788 through 838, as Document No. 334358 and by a Condominium Plat (hereinafter "Condominium").

The Condominium (shall) ~~(shall not)~~ have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective JAN. 6, 2006, . This determination is made by the ~~(Declarant)~~ (Association with the written consent of a majority of the Unit votes).

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by:

Recording Area

Name and Return Address

WI A&T

811

Parcel Identification Number (PIN)

Dated this 8TH day of AUGUST, 2005

Ben Berlin
* BEN BERLIN
Title: PRESIDENT

Scott R Statland
* SCOTT STATLAND
Title: Vice President

AUTHENTICATION

Signature(s) George A Hardy
GEORGE A HARDY

authenticated this 8TH day of AUGUST 2005

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

THIS INSTRUMENT WAS DRAFTED BY

BEN BERLIN

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

ACKNOWLEDGMENT

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

Personally came before me this 8TH day of AUGUST, 2005, the above named
SCOTT R. STATLAND
BEN BERLIN

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

George A. Hardy
* GEORGE A. HARDY
Notary Public, State of Wisconsin
My Commission is permanent. ~~(If not, state expiration date:~~ , .)

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