INDEX

The disclosure materials the seller is required by law to provide to each prospective condominium purchaser containing the following documents and exhibits:

1a. 'Executive summary.' The executive summary highlights for a buyer of a condominium unit essential information regarding the condominium. The executive summary begins on page 2.

1b. 'Declaration.' The declaration establishes and describes the condominium, the units and the common areas. The declaration begins on Declaration page 4.

1c. 'Declaration Amendments'. The declaration amendments begin at declaration amendment page 1.

2. 'Floor plan and map.' The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The maps and floor plans begin on page 25.

3. 'By-Laws.' The By-Laws contain rules which govern the condominium and effect the rights and responsibilities of unit owners. The By-Laws begin on By-Laws page 1.

3a. 'By-Law Amendments.' The By-Law Amendments begin at By-Law Amendment page 1.

4. 'Articles of incorporation.' The operation of a condominium is governed by the association, of which each unit owner is a member. Powers, duties, and operation of an association are specified in its articles of incorporation. The articles of incorporation begin on Articles page 1.

5. 'Rules and regulations.' The rules and regulations begin on rules and regulations page 1.

6. 'Planned Development Agreement.' A planned development agreement begins on planned development agreement page 1.

7. 'Annual operating budget.' The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The budget begins on budget page 1.

8. 'Management or employment contracts.' Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on management contract page 1.

9. 'Expansion plans.' There are no expansion plans for the condominium.

10. 'Leases.' There are no leases of property or facilities which are not a part of the condominium.

EXECUTIVE SUMMARY

1. CONDOMINIUM IDENTIFICATION: The name of the condominium is Glenview Condominium Association, Inc.

2. EXPANSION PLANS: There are no expansion plans.

3. GOVERNANCE: The name of the condominium is Glenview Condominium Association, Inc., and its address is c/o Glynn Real estate Services, LLC., its managing agent. The individual who may be contacted regarding the condominium in general is Jon Glynn, P.O. Box 272, West Bend, Wisconsin 53095, phone number (414) 431-8336.

4. SPECIAL AMENITIES: There are no special amenities.

5. MAINTENANCE AND REPAIR OF UNITS: A description of an owners responsibilities for the repair and maintenance of the Owner's Unit is in Article XI of the Declaration (Declaration page 12) and in Article VII of the By-Laws (By-Laws page 13).

6. MAINTENANCE, REPAIR AND REPLACEMENT OF COMMON ELEMENTS: The contact person respecting the maintenance, repair and replacement of common elements and limited common elements is Jon Glynn, c/o Glynn Real Estate Services, LLC., P.O. Box 272, West Bend, Wisconsin 53095, phone number (414) 431-8336..

   Repairs normally are funded from unit owner assessments and replacements from reserve funds.

7. RENTAL OF UNITS: Rental of units is not permitted except as provided in Amendment to Declaration (Amendment to Declaration page 1).

8. UNIT ALTERATIONS: Rules, restrictions or procedures governing a unit owner's authority to alter the unit or use or enclose limited common elements is in the Declaration Article XI (Declaration page 13) and in the Declaration Article XII (Declaration page 13).

9. PARKING: Parking is subject to Article VII of the Declaration (Declaration pages 8 and 9) and in Article IX Section 9.1(d) of the By-Laws (By-Laws page 17), pages 1,1-A, 2, 3, 4, 6, 7 and 8 of the Rules and Regulations and page 6 of the Planned Development Agreement (Section 3(7)).

10. PETS: The rules relating to pets are in Article X of the Declaration (Declaration page 11), in Article IX Section 9.1(b) of the By-Laws (By-Laws page 16) and page 2 of the Rules and Regulations.

11. RESERVES: The association maintains reserves for repairs and replacement of common elements beyond routine maintenance in a statutory reserve account under Wisconsin Statutes Section 703.163.

11m. DECLARANT: The Declarant is no longer involved with Glenview Condominium Association, Inc., and therefore no longer has any rights or obligations with respect to the payment of maintenance fees or the levying or payment of assessments.

12. AMENDMENTS: A unit purchaser's rights and responsibilities may be altered by an amendment of the Declaration or By-Laws. The procedure for amending the Declaration is in Article XXII of the Declaration (Declaration page 22) and for amending the By-Laws is in Article XI of the By-Laws (By-Laws pages 18 and 19).

DISCLOSURE MATERIALS

OF

GLENVIEW CONDOMINIUM ASSOCIATION, INC.

SELLER:

SELLER'S ADDRESS:

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

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

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU 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.

CONDOMINIUM DECLARATION

TABLE OF CONTENTS

		Page
Article I	Statement of Declaration	5
Article II	Name and Address	5
Article III	Legal Description	6
Article IV	Definition and Description of Units	6
Article V	Description and Location of Building	7
Article VI	Common Elements and Facilities	7
Article VII	Limited Common Elements	8
Article VIII	Percentage of Ownership in Common Elements and Facilities and Limited Common Elements	9
Article IX	Association of Unit Owners	10
Article X	Residential Purpose	11
Article XI	Repairs and Maintenance	12
Article XII	Unit Owner's Rights with Respect to Interiors	13
Article XIII	Open Spaces	14
Article XIV	Planned Developement Agreement	15
Article XV	Destruction and reconstruction	16
Article XVI	Insurance	17
Article XVII	Liability for Common Expenses	18
Article XVIII	Partition of Common Elements Prohibited	19
Article XIX	Conveyance to Include Interests in Common Elements and Facilities and Limited Common Elements	20
Article XX	Easements, Reservations and Encroachments	20
Article XXI	Failure of Association to Insist on Strict Performance not Waiver	21
Article XXII	Amendments to Declaration	22
Article XXIII	Notices	22
Article XXIV	Agent	23
Article XXV	Number and Gender	23
Article XXVI	Captions	23
Article XXVII	Severability	23

CONDOMINIUM DECLARATION

OF

GLENVIEW CONDOMINIUM

THIS DECLARATION is made pursuant to the Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter referred to as the Act) this 17th day of April, 1984, by Glenview Condominium, a Wisconsin Limited Partnership (hereinafter referred to as Developer).

ARTICLE I

STATEMENT OF DECLARATION

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and this Declaration.

Developer hereby declares that it is the sole owner of the real property described in Section 3 hereof, together with all buildings and improvements thereon or to be construced thereon (hereinafter referred to as the property) which is hereby submitted to the condominium form of ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Developer, its successors and assigns, and to all parties hereafter having any interest in the property.

ARTICLE II

NAME AND ADDRESS

The aforesaid real estate and all buildings and improvements

thereon and thereto shall be known as GLENVIEW CONDOMINIUM. The address of the Condominium is 7234 North Green Bay Avenue, Glendale, Wisconsin 53209.

ARTICLE III

LEGAL DESCRIPTION

The following described real estate which is hereby submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes, and which is also described in the Condominium Plat attached hereto, is hereby subjected to the provisions of this Declaration:

> Lot 2 of Certified Survey Map Number 4478, being a part of the Southwest ¼ of Section 18, Township 8 North, Range 22 East, in the City of Glendale, Milwaukee County, Wisconsin, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin on June 15, 1984, as Document Number 5725647. (See Condominium Plat for Survey of condominium property).

ARTICLE IV

DEFINITION AND DESCRIPTION OF UNITS

There shall be twenty-eight (28) residential condominium units in GLENVIEW CONDOMINIUM.

A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, ceilings, floors, windows, window frames, doors and door frames of each unit, as said boundaries are shown in the Condominium Plat attached hereto, together with all fixtures and improvements therein contained.

The units are designated by identifying unit numbers, and the unit designations and locations and floor plans for the various unit types are set forth in the Condominium Plat attached hereto. The approximate dimensions and floor area of each unit, number of rooms, immediate common elements to which the units have access, and further details identifying and describing the units are as set forth in the Condominium Plat.

ARTICLE V

DESCRIPTION AND LOCATION OF BUILDING

There shall be one (1) main building on the real estate described in Article 3 above, which shall contain twenty-eight (28) single family condominium units. The building is to be located on the real estate as indicated in the Condominium Plat. The building constructed or to be constructed upon the property will be two (2) stories in height, will have underground parking and storage, and will be constructed principally as a wood frame building with brick veneer and frame on the exterior. Floor plans of the building are attached hereto as a part of the Condominium Plat.

Developer reserves the right to change the layout, location, dimensions and construction details of the building, units and common elements shown on the Condominium Plat which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the building and its units.

ARTICLE VI

COMMON ELEMENTS AND FACILITIES

The common elements and facilities shall consist of all of GLENVIEW CONDOMINIUM, improvements and appurtenances, except the individual units and fixtures therein, as defined hereunder, and shall include, without limitation, the land on which the building is located; building exteriors, perimeter and bearing walls; lobby, corridors, hallways and stairways; elevators; party and meeting rooms; the building roof; foundations; pipes; ducts; electrical wiring and conduits; security systems; utility services; public utility lines; water and sewer laterals; outside walls; girders, beams and supports; and the roads, walks, drive-ways, outdoor parking areas, and landscaping comprising the condominium property.

Each unit owner shall have a valid, exclusive easement to the

space between the interior and exterior walls of his unit for purposes of adding additional utility outlets or wall hangings and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the building, and provided further that the common elements and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units.

ARTICLE VII

LIMITED COMMON ELEMENTS

Limited Common Elements shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant or to which they are assigned, to the exclusion of all other units in the condominium. Such limited common elements consist of the balconies, patios, parking spaces, storage lockers, and such other limited common elements as may be identified in the Condominium Plat.

~~Two (2) underground parking stalls shall be assigned for the exclusive use of twenty-five (25) of the units and one (1) underground parking stall shall be assigned for the exclusive use of three (3) of the units~~. A list of the respective units to which parking spaces and storage lockers are assigned shall be maintained by the Association.

The manner of use of the limited common elements shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Condominium Association, and no unit owner shall alter, remove, repair, paint, decorate, landscape, or adorn any limited common element, or permit such, in any manner contrary to such By-Laws and rules and regulations. No change or alteration shall be made by any unit owner to any of the limited

common elements without the prior written approval of the Association, which approval may be given upon such terms and conditions as the Association deems appropriate.

Storage in the storage lockers is limited to the occupants of the condominium unit.

Balconies and patios shall be a part of the limited common elements and not a part of any individual Unit. However, each Unit Owner shall be entitled to the exclusive use and possession of that balcony or patio, direct access to which is provided from his respective Unit, and which is or are located outside of and adjoining his respective Unit.

Any general parking area or other portion of the property allocated for parking purposes shall be part of the common elements and not a limited common element or part of any individual Unit.

ARTICLE VIII

PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS

Each unit owner shall own an undivided interest in the common elements and facilities and limited common elements as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common elements and facilities and limited common elements for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit.

The percentage of such undivided interest in the common elements and facilities and limited common elements relating to each unit and its owner for all purposes, including proportionate payment of common expenses, shall be determined by dividing the number one (1) by the number twenty-eight (28); that is, the fraction of ownership for each unit shall be one twenty-eigth (1/28).

Each unit's fraction of ownership in the common areas shall be subject to such easements as developer has granted or may hereafter grant to the City of Glendale or to public utilities.

ARTICLE IX

ASSOCIATION OF UNIT OWNERS

All unit owners shall be entitled and required to be a member of an Association of unit owners to be known as Glenview Condominium Association, Inc. (hereinafter Association) which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common elements and facilities and limited common elements. Such Association shall be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

Each unit shall be entitled to one (1) vote at meetings of the Association. Only one membership and one vote shall exist for each unit; if title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which title to the unit is held. The vote pertaining to the unit may be shared pro rata among the owners, but unanimous agreement is conclusively presumed if any one of them purports to cast one vote without protest being made promptly by any of the others to the person presiding over the meeting or until anyone of the multiple owners files a statement with the Secretary stating that thereafter votes must be cast pro rata.

The respective rights, qualifications and obligations of the members shall be set forth in the By-Laws of the Association.

Not withstanding any other provisions herein contained, Developer, its successors and assigns, shall have the right, at its option, to appoint and remove the members of the Board of

Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association, until the earlier of: (a) three (3) years from the date of the first sale of a unit by Developer, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest of purchasers by Developer, or (c) until such earlier time as may be determined by Developer, subject in each case to provisions of the Act. Each owner of a condominium unit in GLENVIEW CONDOMINIUM shall be deemed by acceptance of any Deed to any unit to agree, approve and consent to the right of Developer to so control the Association.

The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems adviseable, and may hire such other personnel as it shall determine to be necessary or adviseable for the proper operation of the condominium. The Association may contract for common services or utilities as may be required.

ARTICLE X
RESIDENTIAL PURPOSE

All units in GLENVIEW CONDOMINIUM are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the By-Laws of the Association. Lease or rental of a unit for residential purposes shall not be considered to be a violation of this covenant. Provided however, that the right to lease or rent a residential unit is restricted to adult tenants with a maximum of one (1) child, twelve (12) years or older, and shall not include the right to keep or maintain any pet in the leased or rented unit except one house cat. An original purchaser of a unit from the Developer may keep one small dog until it expires. No rental or lease of a residential unit shall be for a period of time less than one (1) year duration nor greater than five (5) years duration. The owner of a unit must notify the Association in writing of the name, address, and telephone number of all tenants occupying owner's unit and the duration of any lease or rental agreement in respect to any unit.

ARTICLE XI

REPAIRS AND MAINTENANCE

Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating and painting which may at any time be necessary to maintain the good appearance and condition of his unit, all as is more fully set forth in the By-Laws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including interior washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and airconditioning equipment, including appurtenant compressors and equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the unit or the limited common elements appurtenant to the unit.

The Association shall be responsible for the management and control of the common elements and facilities and limited common elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair, as provided by the By-Laws of the Association. Without in any way limiting the foregoing, this shall include all painting, repair and maintenance of building exteriors, walls and roofs, lobbies, hallways and elevators, parking and storage areas, repair and maintenance of walks, drives and streets, and maintenance and upkeep of lawns and all landscaping.

Each unit owner shall keep the limited common elements appurtenant to his unit, as defined in Article VII hereof and as described in the Condominium Plat, in a good, clean, sanitary

ARTICLE XI

REPAIRS AND MAINTENANCE

Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for interior decorating and painting which may at any time be necessary to maintain the good appearance and condition of his unit, all as is more fully set forth in the By-Laws of the Association. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including interior washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and airconditioning equipment, including appurtenant compressors and equipment, dishwashers, disposals, laundry equipment such as washers and dryers, interior electrical wiring and fixtures, door bells, or other equipment which may be in, or connect with, the unit or the limited common elements appurtenant to the unit.

The Association shall be responsible for the management and control of the common elements and facilities and limited common elements, and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair, as provided by the By-Laws of the Association. Without in any way limiting the foregoing, this shall include all painting, repair and maintenance of building exteriors, walls and roofs, lobbies, hallways and elevators, parking and storage areas, repair and maintenance of walks, drives and streets, and maintenance and upkeep of lawns and all landscaping.

Each unit owner shall keep the limited common elements appurtenant to his unit, as defined in Article VII hereof and as described in the Condominium Plat, in a good, clean, sanitary

and attractive condition.

A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common elements and facilities. A unit owner shall not perform, or allow to be performed any act or work which will impair the structural soundness or integrity of the building, or the safety and value of the property, or impair any easement or hereditament, without the prior written consent of the Association.

The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities, or for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owner, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owner as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense except as allocable to an individual unit or units.

ARTICLE XII

UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each unit owner shall have the exclusive right to carpet, paint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and all walls, ceilings, floors and doors within the interior surface of such boundaries, and to erect partition walls of a non-structural nature within his unit.

Unit owners in GLENVIEW CONDOMINIUM may allocate unit boundaries upon Association approval and in compliance with Section 703.13 Wisconsin Statutes.

No unit in GLENVIEW CONDOMINIUM may be sub-divided or separated so that any resulting unit or units shall be smaller in square footage or percentage of undivided interest in the common elements

than the units as originally declared by this Declaration.

ARTICLE XIII

*OPEN SPACES

A portion of the common elements of GLENVIEW CONDOMINIUM consists of open spaces and wooded areas, including pedestrian trails, all as shown in the Condominium Plat. Such open spaces, natural plantings and perimeter wooded areas shall be maintained and preserved by the Association in substantially their present condition, excepting only improvements enhancing their use as natural and scenic areas and recreational areas. In any event, such open spaces, planted and wooded areas shall not be improved, changed, or otherwise modified or developed by the Association, unit owners or otherwise, without prior submission of plans therefore to the City of Glendale and approved thereof by the City of Glendale.

The natural plantings in the open spaces, particularly those on the perimeters of the property, shall be maintained and preserved by the Association in their natural condition, and shall not be substantially disturbed, changed, brushed or cleared following completion of GLENVIEW CONDOMINIUM, except with respect to enhancement or betterment of such areas as natural and scenic areas and perimeter plantings. Any changes or improvements with respect to natural plantings in the open areas and the perimeters of the property shall be done only upon prior submission of plans therefore to the City of Glendale and approval thereof by the City of Glendale.

In the event the Association fails to maintain the open spaces, planted and wooded areas as provided herein, the City of Glendale shall give written notice of such fact to the Association specifying the matters in which the City considers the maintenance to be deficient. The Association shall have thirty (30) days after such notice to rectify the said maintenance deficiencies and in the event

of failure to do so, or at the end of any reasonable extension agreed to between the City and the Association, the City shall have the right to either correct and perform such maintenance through its own employees, using its own equipment, or to contract for such work by an independant contractor. The City shall invoice the Association for such expenses by mail, which invoice shall be paid in full by the Association not later than ten (10) days after receipt. In the event the Association does not pay such invoice within such time, it shall be considered delinquent and the City shall have the right to enforce collection of such invoice by extending the same on the current or next succeeding tax roll as an unpaid special assessment equally agains t the condominium units in GLENVIEW CONDOMINIUM, collectable as other unpaid special assessments, with the same force and effect as though the City had fully complied with the Wisconsin Statutes with respect to levying special assessments. Further, the City may take any further and appropriate action at law or equity to enforce compliance with the maintenance provisions, and in the event of legal action the City shall be entitled to collect from the Association the usual costs, disbursements and a reasonable attorney's fee.

ARTICLE XIV

PLANNED DEVELOPMENT AGREEMENT

The development of GLENVIEW CONDOMINIUM by Developer is subject to the terms of a Planned Development Agreement between the Developer and the City of Glendale which is binding upon all owners of units in GLENVIEW CONDOMINIUM. The Planned Development Agreement requires, among other things, that the streets, roadways, drives and parking areas within GLENVIEW CONDOMINIUM shall be private, and shall be maintained and repaired (including snow removal) by the Association, that the Association shall provide for private trash and garbage removal and the City of Glendale shall not be responsible for providing such services, that the Association shall provide for maintenance of the condominium property and shall budget for such

maintenance, and that the Association shall maintain the condominium property in accordance with the terms of the Agreement. The Planned Development Agreement further contains provisions for enforcement of the terms of the Agreement by the City of Glendale. The Planned Development Agreement was recorded in the office of the Register of Deeds for Milwaukee County on June 29, 1984 in Reel 1655, Image 812-833, as Document Number 5730039. The terms and conditions of the said Planned Developement Agreement are incorporated into this Declaration as though fully set forth herein and are binding upon all unit owners in GLENVIEW CONDOMINIUM and their heirs, personal representatives, successors and assigns. In the event of a conflict between provisions of this Declaration and the By-Laws of GLENVIEW CONDOMINIUM and provisions of the Planned Development Agreement, the provisions of the Planned Development Agreement shall govern. The Planned Development Agreement may be found on page 55 of these Disclosure Materials.

ARTICLE XV

DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total damage or destruction of the condominium building, or any other part of the common elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specificiations as originally built, so as to be compatable with the remainder of the condominium, unless within ninety (90) days of the date of the damage or destruction, by affirmative vote and written consent of at least seventy-five percent (75%) of the votes of the Association, it is determined not to rebuild or repair. In such event, the property shall be subject to an action for partition and shall be partitioned pursuant to Section 703.18 of the Wisconsin Statutes.

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 building shall be substantially the same as prior to the damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Article XVI hereof. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE XVI

INSURANCE

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the building and any other common elements and any portion thereof in an amount not less than the full replacement value thereof from time to time. Such insurance shall be obtained in the name of the Association as Trustee for each of the unit owners and their respective mortgagees in the percentages established in this Declaration as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time. The amount of protection and types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of the building where it is determined to repair or reconstruct such building in accordance with Article XV hereof, the proceeds of such insurance shall be paid to the Association as Trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale, shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

The Board of Directors shall also provide public liability insurance covering the common elements and facilities and the limited common elements with respect to all claims commonly insured against in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workman's compensation insurance, directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage as is determined by the Board of Directors to be necessary or advisable from time to time.

Nothing contained in this Declaration shall be deemed to prohibit any unit owner, at his own expense, to provide any additional insurance on his improvements, contents or unit which will not duplicate any insurance provided by the Association. Unit owners are encouraged to maintain their own insurance coverage on contents and improvements of their respective units.

ARTICLE XVII

LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common elements and facilities and limited common elements,
including common services provided to the unit owner such as trash removal, snow removal and repair of streets, walks and drives, shall be paid for by the Association. The Association shall make assessments

against unit owners and the units for such common expenses in accordance with the percentage of the undivided interest in the common and limited common elements and facilities relating to each unit, in the manner provided in the By-Laws of the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common or limited common elements and facilities or services or by abandonment of his unit; and no conveyance shall relieve the unit owner-grantor or his unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act. Assessments shall be made against the unit owners and the units at the beginning of each fiscal year of the Association to meet estimated common expenses of the Association for the ensuing year; however, if pro-rated and paid monthly, the assessments shall not be considered due until the respective installment payment dates. In the event of delinquency in payment, the Association may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association.

ARTICLE XVIII

PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise, except as otherwise provided in this Declaration, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable Statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall

be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners.

ARTICLE XIX

CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the common and limited common elements and facilities shall not be separated from the unit to which it applies. No unit owner shall execute any Deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common elements and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such Deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

ARTICLE XX

EASEMENTS, RESERVATIONS AND ENCROACHMENTS

Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Developer for utility purposes, including the right to install, lay, maintain, repair and replace watermains and pipes, sewer lines, gas mains, telephone wires and equipment, television system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities, to service the condominium property.

In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common elements and facilities, or

limited common elements, encroaches or shall hereafter encroach upon any part of any unit or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements and facilities, or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing, and unit and common element boundaries shall be as provided in the Act. Provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common elements or facilities, or limited common elements, if such encroachment occurred due to the willful and knowing conduct of said owner or owners.

All easements and rights described in this Article are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to,and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association or the Developer shall have the authority to execute and record all documents necessary to carry out the intent of this Article.

ARTICLE XXI

FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

The failure of the Association to insist, in any one or more instances upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or

restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

ARTICLE XXII

AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act with respect to termination of a condominium form of ownership, this Declaration may be amended with the written consent of not less than seventy-five percent (75%) of the unit owners and mortgagees following the initial sale of all twenty-eight (28) units by Developer. Prior to such time the consent in writing of the Developer, its successors and assigns, shall also be required. No amendment shall alter or abrogate the rights of the Developer as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association.

ARTICLE XXIII

NOTICES

All notices and other documents required to be given by this Declaration or the By-Laws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Developer shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or

service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

ARTICLE XXIV

AGENT

The Agent for the Condominium shall be Leon Lepold, c/o Glenview Condominium, 3450 North 84 Street, Milwaukee, Wisconsin 53222, or such other person or entity as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Secretary of the State of Wisconsin. A designation of an Agent in replacement of the Developer shall be filed by the Association within thirty (30) days after the date Developer has sold all units in the Condominium. The Association may designate successors to the Agent by affirmative vote of a majority of the unit owners present or a meeting of the Association at which a quorum is in attendance.

ARTICLE XXV

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.

ARTICLE XXVI

CAPTIONS

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

ARTICLE XXVII

SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any

one provision or portion thereof shall not affect the valididity or enforceability of the remaining portion of said provision or of any other provision hereof.

IN WITNESS WHEREOF, the said GLENVIEW CONDOMINIUM, a Wisconsin Limited Partnership, Developer, has caused this document to be executed by its duly authorized general partners at Milwaukee, Wisconsin as of the date first set forth above.

GLENVIEW CONDOMINIUM,
A Wisconsin Limited Partnership

By: _____
Leon Lepold, General Partner

By: _____
Jakub B. Lepold, General Partner

AUTHENTICATION

Signatures of Leon Lepold and Jakub B. Lepold authenticated this 17th day of April, 1984.

_____
Brian H. Blacher
Title: Member State Bar of Wisconsin

This document drafted by:

Attorney Brian H. Blacher
622 North Water Street
Milwaukee, Wisconsin 53202

CERTIFIED SURVEY MAP NO. _____

being a part of the

SOUTHWEST 1/4 OF SECTION 18, TOWN 8 NORTH, RANGE 22 EAST,

CITY OF GLENDALE, MILWAUKEE COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

I, PAUL D. DIXON, registered land surveyor, do hereby certify: That I have surveyed, divided, and mapped a parcel of land in the Southwest 1/4 of Section 18, Town 8 North, Range 22 East, in the City of Glendale, Milwaukee County, Wisconsin, bounded and described as follows:

Commencing at a point in the East line of said 1/4 Section, 220.88 feet N 0° 37' 20" W of the Southeast corner thereof; thence continuing N 0° 37' 20" W 167.81 feet; thence West and parallel with the South line of said 1/4 Section 780.33 feet to the Easterly line of North Green Bay Avenue; thence S 27° 05' 00" E along said Easterly line, 188.47 feet; thence East 694.52 feet to the point of commencement.

THAT I have made such survey, land division, and map by the direction of GLENVIEW CONDOMINIUM, a Limited Partnership, as owner of said land.

THAT such map is a correct representation of all the exterior boundaries of the land surveyed and the division thereof made.

THAT I have complied with the provisions of Chapter 236 of the Wisconsin State Statutes and the subdivision regulations of the City of Glendale in surveying and mapping the same.

WISCONSIN DIXON S-1583 SURVEYOR

Date: FEBRUARY 2, 1983

Paul D. Dixon, Surveyor No. S-1583

PARTNERSHIP OWNER'S CERTIFICATE OF DEDICATION

GLENVIEW CONDOMINIUM, a Limited Partnership, duly organized, existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said partnership caused the land described in the foregoing affidavit of Paul D. Dixon, Surveyor, to be surveyed, divided, and mapped and dedicated as represented on this map.

IN WITNESS WHEREOF, the said GLENVIEW CONDOMINIUM has caused these presents to be signed by LEON LEPOLD and JAKUB B. LEPOLD, this 17th day of April, 1984.

In the presence of:

Leon Lepold

Jakub B. Lepold

STATE OF WISCONSIN)
MILWAUKEE COUNTY) SS

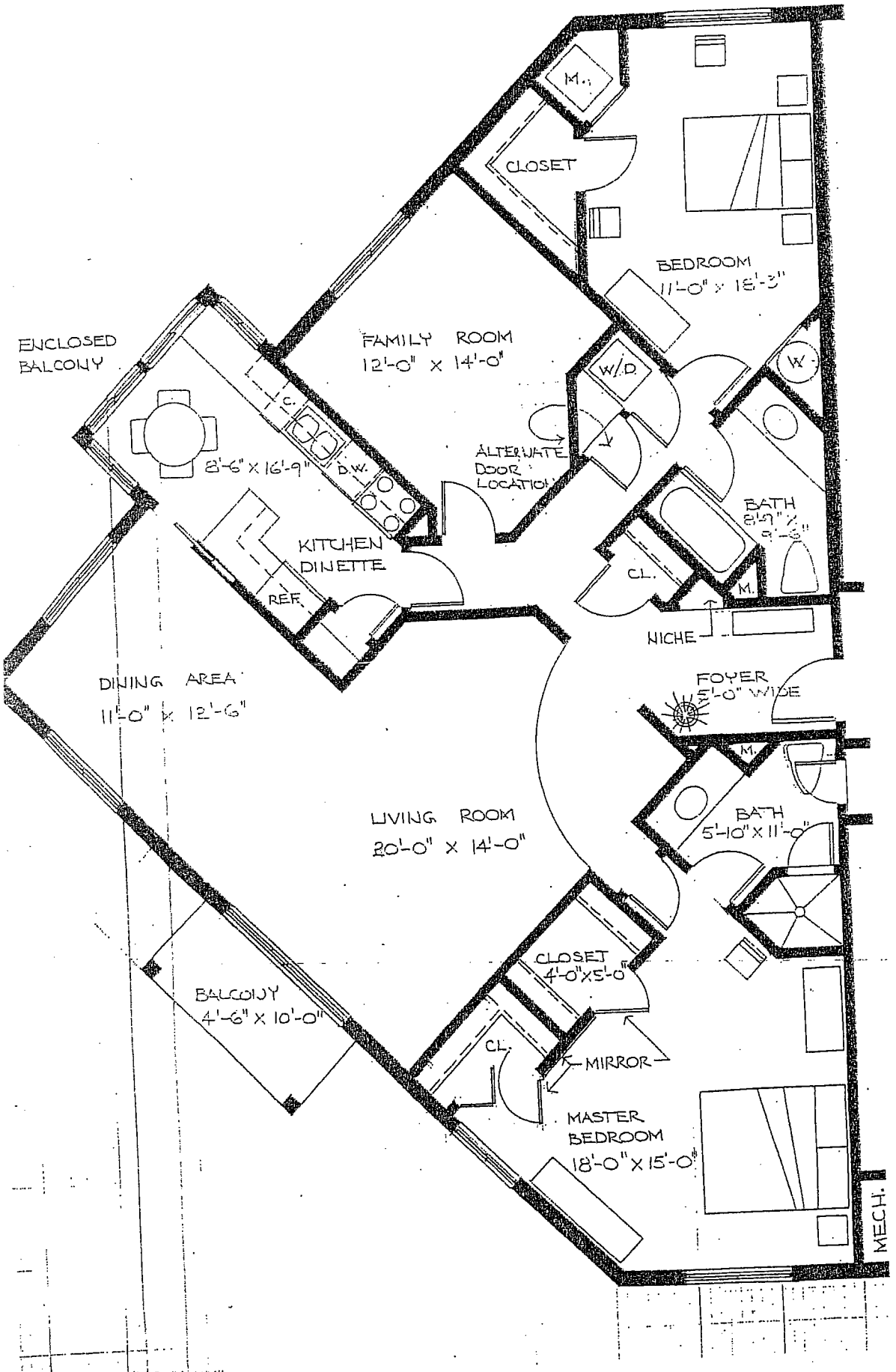
PERSONALLY came before me this 17th day of April, 1984, LEON LEPOLD and JAKUB B. LEPOLD, of the above named partnership, to me known to be the persons who executed the foregoing instrument and to me known to be such partners of said partnership, and acknowledged that they executed the foregoing instrument as such partners as the deed of said partnership, by its authority.

Notary Public, State of Wisconsin
My Commission ~~expires~~ is permanent

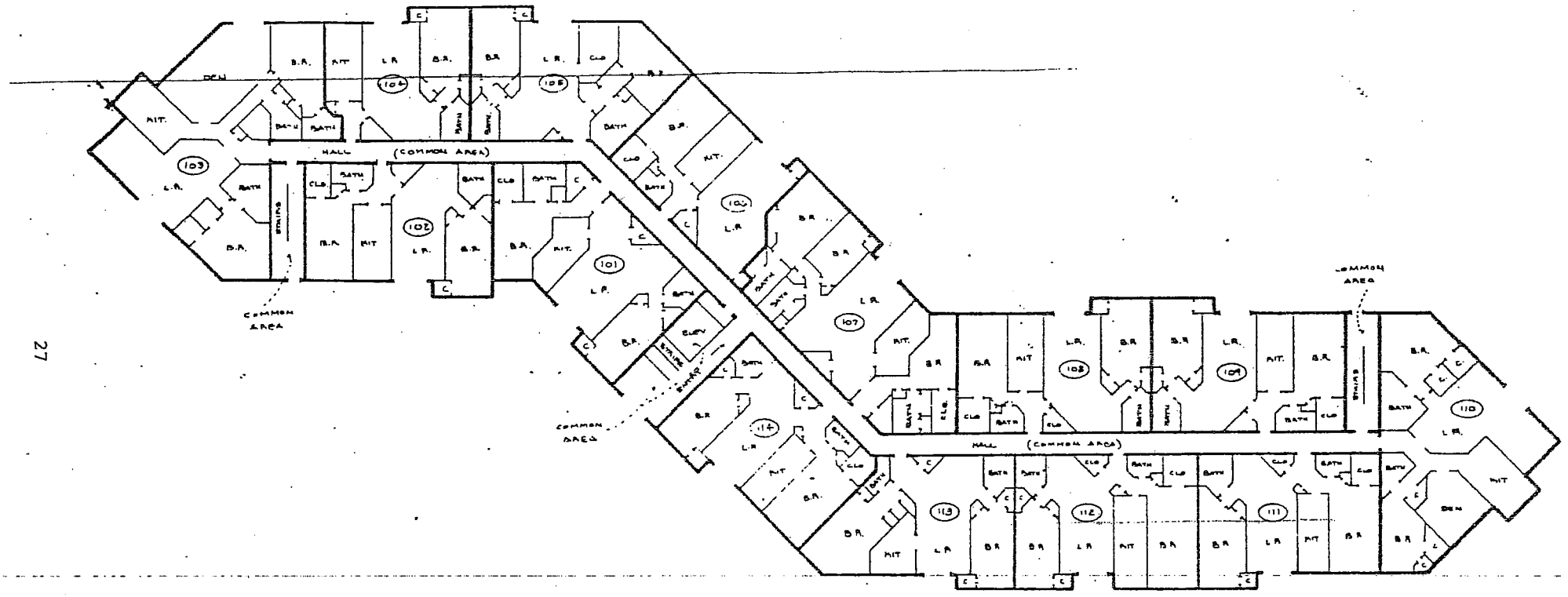
COMMON COUNCIL APPROVAL

APPROVED by the Common Council of the City of Glendale in accordance with a resolution adopted on _____.

June Joswick, City Clerk


M.
CLOSET
BEDROOM
11'-0" x 15'-3"
ENCLOSED
BALCONY
FAMILY ROOM
12'-0" x 14'-0"
W/D
W
C.
8'-6" x 16'-9"
D.W.
ALTERNATE
DOOR
LOCATION
BATH
8'-9" x
9'-5"
KITCHEN
DINETTE
REF.
CL.
M.
NICHE
FOYER
5'-0" WIDE
DINING AREA
11'-0" x 12'-6"
M.
LIVING ROOM
20'-0" x 14'-0"
BATH
5'-10" x 11'-0"
CLOSET
4'-0" x 5'-0"
BALCONY
4'-6" x 10'-0"
CL.
MIRROR
MASTER
BEDROOM
18'-0" x 15'-0"
MECH.

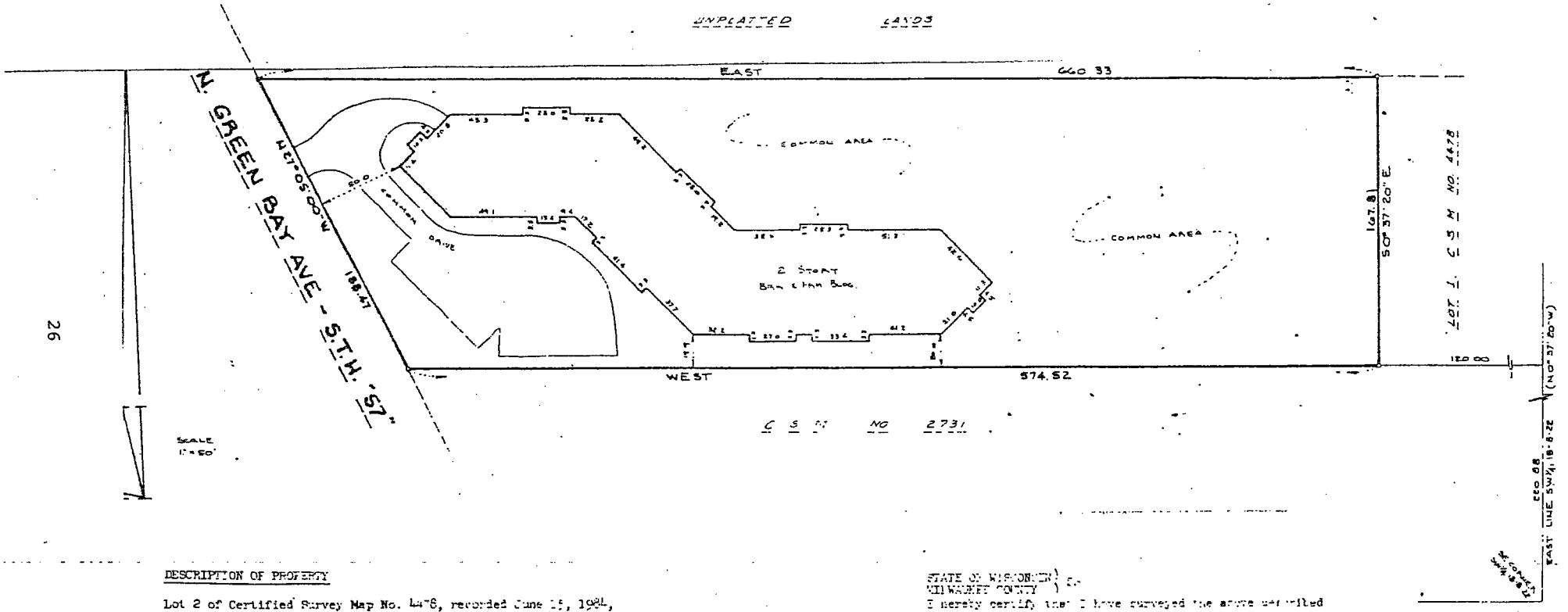
GLENVIEW CONDOMINIUM



FIRST FLOOR

SCALE 1" = 20'

GLENVIEW CONDOMINIUM



DESCRIPTION OF PROPERTY

Lot 2 of Certified Survey Map No. 4478, recorded June 15, 1984, on Reel No. 1650, Images 289-290 as Document No. 572564, located in the Southwest 1/4 of Section 18, Town 8 North, Rang 22 East, City of Glendale, Milwaukee County, Wisconsin.

STATE OF WISCONSIN)
MILWAUKEE COUNTY) ss.

I hereby certify that I have surveyed the above described property and the map is a true representation thereof and shows the size and location of the property, its exterior boundaries, the location and identification of each unit and common areas as indicated on the map.

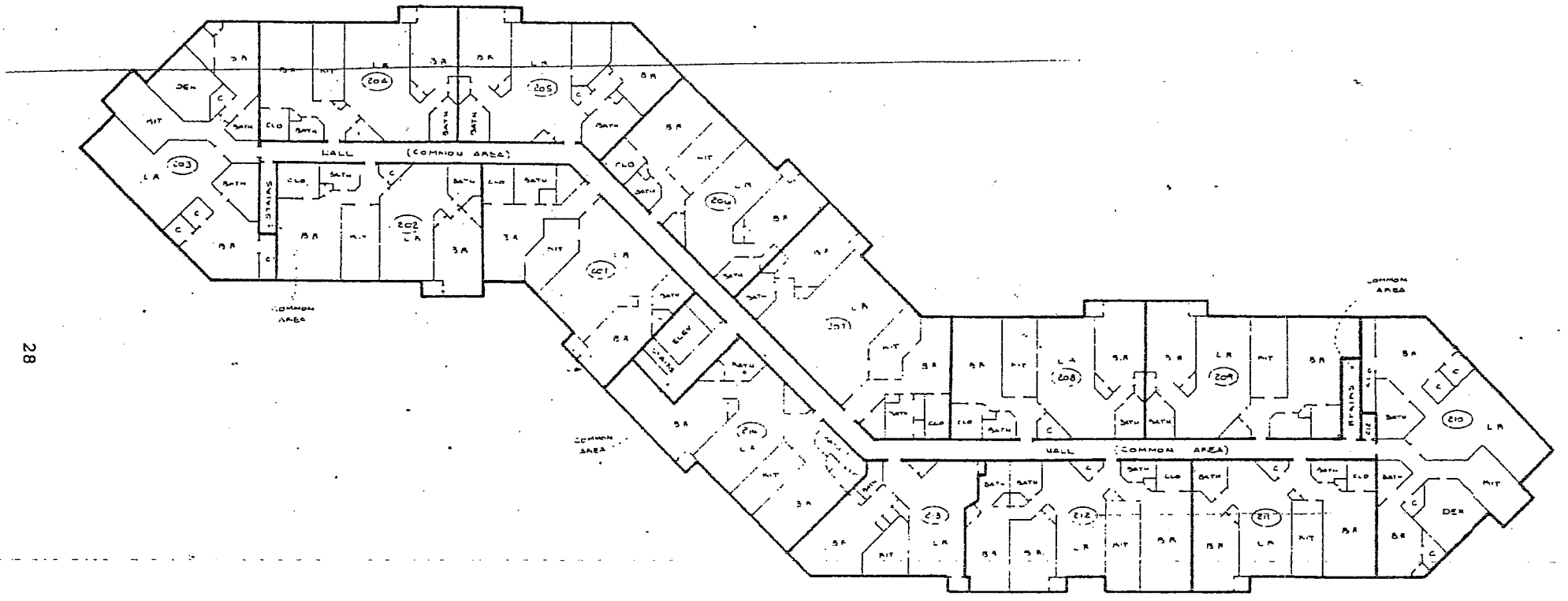
This surveyor makes no certification as to the accuracy of the diagrametic floor plans of the condominium buildings and units contained in the plat or the approximate dimensions or floor areas thereof.

Dated this 10TH day of OCTOBER, 1984.

Paul D. Dixon, Registered Land Surveyor No. 1583

WISCONSIN
PAUL D. DIXON
LS-1583
BAUKVILLE, WIS
LAND SURVEYOR

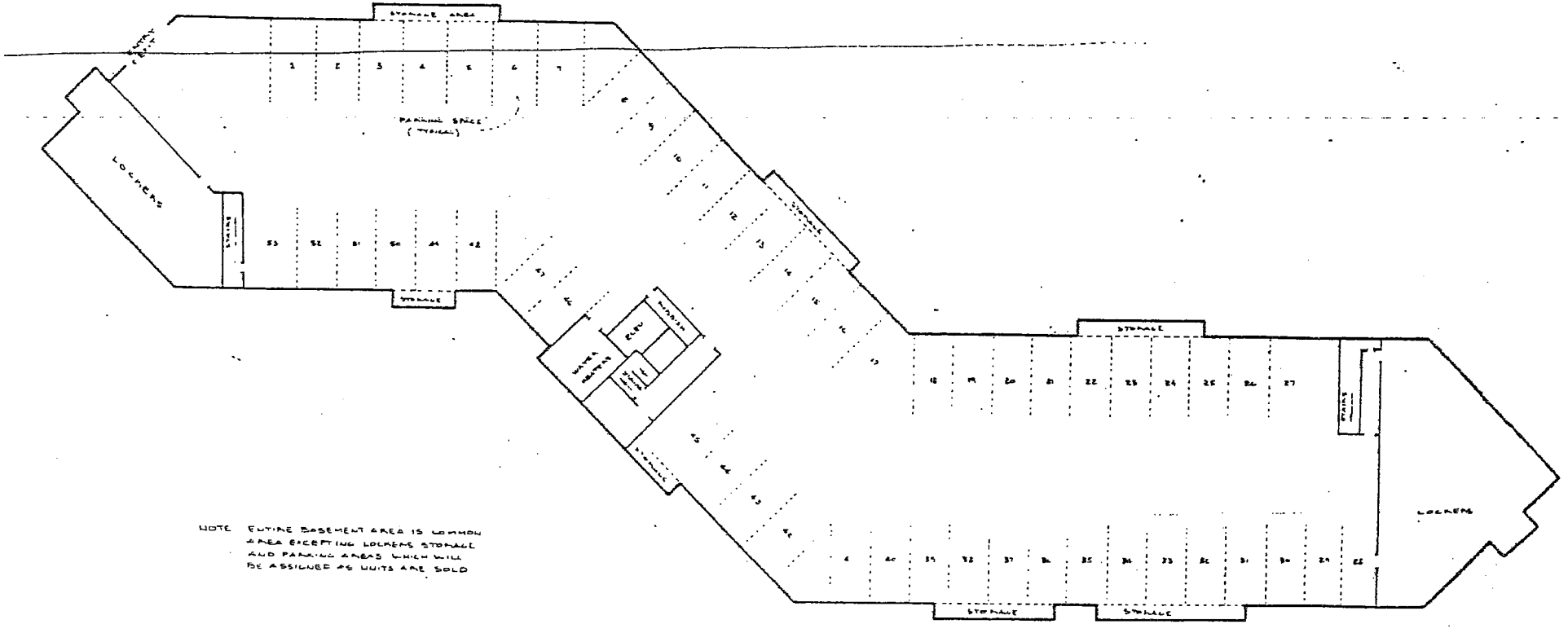
GLENVIEW CONDOMINIUM



SECOND FLOOR

SCALE 1:20

GLENVIEW CONDOMINIUM



NOTE ENTIRE BASEMENT AREA IS COMMON AREA EXCEPTING LOCKERS STORAGE AND PARKING AREAS WHICH WILL BE ASSIGNED AS UNITS ARE SOLD

BASEMENT

SCALE 1" = 20'

BY-LAWS

TABLE OF CONTENTS

		Page
Article I	Name and Purpose	1
Article II	Members, Voting and Meetings	1
Article III	Board of Directors	4
Article IV	Officers	7
Article V	Declarant Control	9
Article VI	Operation of the Property	9
Article VII	Repairs and Maintenance	13
Article VIII	Glendale Planned Development Agreement	15
Article IX	Duties and Obligations of Unit Owners	16
Article X	General	18
Article XI	Amendments	18
Article XII	Miscellaneous	19

BY-LAWS
OF
GLENVIEW CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

NAME AND PURPOSE

Pursuant to the Articles of Incorporation of GLENVIEW CONDOMINIUM ASSOCIATION, INC. and the Condominium Declaration for GLENVIEW CONDOMINIUM recorded in the Office for the Register of Deeds for Milwaukee County, Wisconsin (hereinafter Declaration), the following are adopted as the By-Laws of GLENVIEW CONDOMINIUM ASSOCIATION, INC. (hereinafter sometimes referred to as the Association), which is a non-profit non-stock corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements (hereinafter the Property) under the condominium form of ownership, as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

The principal office of the corporation shall be located at 3450 North 84 Street, Milwaukee, Wisconsin 53222, but meetings of members and directors may be held at other places within the State of Wisconsin.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 Members. The rights and qualifications of the members are as follows:

a. Defined. Members of the Association shall be all unit owners, and members shall have one vote for each unit owned. Every unit owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

b. One Membership and Vote Per Unit. One membership and one

vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. The vote pertaining to the unit may be shared pro rata among the owners, but unanimous agreement is conclusively presumed if any one of them purports to cast the one vote without protest being made promptly by any of the others to the person presiding over the meeting or until any one of the multiple owners files a statement with the Secretary stating that thereafter votes must be cast pro rata.

c. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit and the address to which notice of meetings of the Association shall be sent. Only the persons shown in the Membership List shall be entitled to cast a vote in person or by proxy.

d. Transfer of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

2.2 Quorum and Proxies for Members' Meetings. A quorum for members' meetings shall consist of Twenty-five percent (25%) of the votes entitled to vote. (7) Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 180 days, unless

sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 Act by Majority. The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise under the Wisconsin Condominium Law.

2.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all unit owners, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.5 Annual and Special Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. The purpose of each annual meeting of the members shall be for the election of directors and for transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by

such officers upon receipt of a written request signed by members with twenty-five percent (25%) or more votes of all votes entitled to be cast.

ARTICLE III

BOARD OF DIRECTORS

3.1 Initial Board of Directors. The initial Board of Directors shall consist of three (3) persons, appointed by Developer, who need not be members of the Association, to serve until control of the Association passes to the unit owners pursuant to terms of the Declaration. Notwithstanding the foregoing, prior to the conveyance of 25% of the units in GLENVIEW CONDOMINIUM, an Association meeting shall be held and unit owners other than Developer shall elect at least 25% of the Board of Directors. Prior to the conveyance of 50% of the units by Developer, an Association meeting shall be held and the unit owners other than Developer shall elect at least one-third (1/3) of the Board of Directors.

3.2 Number and Qualifications of Directors. After control of the Association passes to the unit owners pursuant to terms of the Declaration, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 3.4 below. Each member of the Board of Directors shall be a member of the Association, or in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.3 Powers and Duties of the Board of Directors. The affairs of the Association including management and operation of the condominium property shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these By-Laws.

3.4 Election and Term of Directors. At the first annual meeting of the Association after Association control passes to the unit owners, the members shall elect five (5) directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

(a) Two (2) directors whose terms will expire after one (1) year, at the next annual meeting of the Association.

(b) Two (2) directors whose terms will expire after two (2) years, at the second annual meeting of the Association after their election.

(c) One (1) director whose term will expire after three (3) years, at the third annual meeting of the Association after his election.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

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

3.6 Removal of Directors. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members present or represented at such meeting, providing a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

3.7 Regular Meetings and Notice. Regular meetings of the Board of Directors shall be held periodically on three (3) days

prior notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

3.8 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) directors on one (1) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.9 Waiver of Notice. Before, at or after any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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

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

ARTICLE IV

OFFICERS

4.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors, and shall count votes at meetings of the Association. He shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such duties and have such authority as are delegated by the Board of Directors.

4.3 Vice-President. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary.

4.5 Treasurer. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Treasurer shall count votes at meetings of the Association.

4.6 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law. The Board of Directors may provide directors' and officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time.

4.7 Compensation. No director or officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

DECLARANT CONTROL

Notwithstanding any other provisions contained in these By-Laws, Developer, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and officers of the Association and to amend the By-Laws or rules and regulations of the Association until the earlier of: (a) three (3) years after the first sale of a unit in GLENVIEW CONDOMINIUM by Developer, (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the common element interest to purchasers by Developer, or (c) until such earlier time as may be determined by Developer, subject in each case to provisions of the Condominium Ownership Act of Wisconsin. Each owner of a condominium unit in GLENVIEW CONDOMINIUM shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the right of Developer to so control the Association.

ARTICLE VI

OPERATION OF THE PROPERTY

6.1 The Association. The Association, acting through the Board of Directors, shall be responsible for administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these By-Laws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, or mortgage involving the sum of $10,000.00 or more, shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may, to the extent it deems advisable, contract for management services or a managing agent with respect to the administration and operation of the condominium.

6.2 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt rules and

regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common elements and facilities by persons entitled therto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided that no rule or regulation adopted by the members shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the Condominium as set forth in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable monthly. If not paid on or before the due date, the assessment shall bear interest at the rate of twelve percent (12%) per annum until paid in full. If

deliquent for more than thirty (30) days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 Operating Budget. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of maintenance and repair of the common elements, management services, insurance, common services and utilities, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting and renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operting fund may be charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the unit owners.

The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owner or owners responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the unit owner, is necessary to protect the common property.

The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefore.

The annual budget shall be prepared and determined thirty days (30) prior to the date set for each annual meeting of the members of the Association. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit at least fifteen (15) days prior to the date of the annual members' meeting and shall furnish copies of the budget on which such common assessments are based to each member.

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

6.5 Default and Liens. All assessments, until paid, together with interest and actual costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the common elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the

Board of Directors, in the name of the Association, may file liens therefor and bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the line therefor, as provided by law, and there shall be added to the amount due the costs of collection and interest, together with attorney fees. Liens shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

REPAIRS AND MAINTENANCE

7.1 Individual Units. Each unit owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition. Each unit owner must perform properly or cause to be performed all maintenance and repair work within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association or to adjoining unit owners, as the case may be, for any damages caused by his failure to do so. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, doors and windows (including interior washing and replacement of broken glass), screens and screening, lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment (including compressor and associated equipment) dishwashers, disposals, laundry equipment such as washers and dryers, interior electrial wiring and fixtures, door bells, or other equipment which may be in, or connect with, the unit or the common elements appurtenant to the unit.

7.2 Common Elements and Facilities. The Association shall be responsible for the management and control of the common and limited common elements and facilities and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order, and repair, except to the extent individual unit owners are responsible therefor as provided hereinafter with respect to limited common elements. Without in any way limiting the foregoing, the Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a unit owner, in which case such expense shall be charged and specially assessed to such unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the common and limited common elements:

All painting, repairing, restoration, maintenance,and decorating of building exteriors, walls and roofs, including balconies and patios, and including exterior doors, windows and screens, but not including replacement of glass or screening;

All maintenance, repair, painting, cleaning and decorating of common building interiors, including lobbies, hallways, stairways, elevators, indoor parking areas, party and guest rooms;

General repair, maintenance, repair or replacement of exterior fixtures including gutters, downspouts and mail boxes;

Lawn care, including landscaping, fertilizing, watering, weed control, tree pruning, grass cutting, edging and trimming as required;

Repair, replacement or restoration of streets which are a part of the Condominium property, sidewalks, driveways, and retaining walls;

Maintenance of the condominium property in accordance with requirements of the Planned Development Agreement with the City of Glendale;

Repair and maintenance of exterior lights and associated

equipment;

Snow and ice removal and salting of streets, walks and drives; and,

Provision, maintenance and storage of equipment and materials required to accomplish the foregoing.

7.3 Limited Common Elements. Each unit owner, at his sole expense, shall be responsible for keeping the limited common elements appurtenant to his unit, as defined in the Declaration, in a good, clean, sanitary and attractive condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed upon the limited common elements without the prior written consent of the Board of Directors of the Association. Every unit owner shall have the right to decorate the limited common elements appurtenant to his unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have the prior written approval of the Board of Directors of the Association.

7.4 Association Services. The Association may provide any service or maintenance requested by a unit owner or owners with respect to individual units or limited common elements that the Association is able and willing to provide or perform, and shall specially assess such requesting owner or owners thereof.

ARTICLE VII

GLENDALE PLANNED DEVELOPEMENT AGREEMENT

GLENVIEW CONDOMINIUM is subject to the terms of a Planned Development Agreement between the Developer and the City of Glendale which is binding upon all owners of units in GLENVIEW CONDOMINIUM. The Planned Development Agreement requires, among other things, that the streets, roadways, drives and parking areas within GLENVIEW CONDOMINIUM shall be private, and shall be maintained and repaired (including snow removal) by the Association, that the Association shall provide for private trash and garbage removal and the City of Glendale shall not be responsible for providing such services, and that the Association shall maintain the condominium property in accordance with the terms of the Agreement.

The Planned Development Agreement further contains provisions for enforcement of the terms of the Agreement by the City of Glendale which are binding upon all unit owners. The Planned Development Agreement was recorded in the office of the Register of Deeds for Milwaukee County on June 29, 1984, in Reel 1655, Image 812-833, as Document No. 5730039. The terms and conditions of the said Planned Development Agreement are incorporated into these By-Laws as though fully set forth herein and are binding upon all unit owners in GLENVIEW CONDOMINIUM and their heirs, personal representatives, successors and assigns. In the event a conflict between provisions of these By-Laws and provisions of the Planned Development Agreement, the provisions of the Planned Development Agreement shall govern.

ARTICLE IX

DUTIES AND OBLIGATIONS OF UNIT OWNERS

9.1 Rules and Regulations. The units and the common elements and facilities and limited common elements (hereinafter in this paragraph sometimes collectively referred to as common) shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-Laws, and the rules and regulations of the Association, including the following:

(a) Use. No unit owner shall occupy or use his unit or the limited common elements appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests. No trade or business shall be conducted on the condominium property or from any unit.

(b) Pets and Animals. No dogs or other household pets, except one (1) house cat, may be kept in any unit or in the common area and facilities, except that Developer, in its sole discretion, may permit a first purchaser to keep a dog then owned by such first purchaser to retain same until it expires or is otherwise disposed of. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common elements and facilities or limited common elements.

(c) Fire Protection. Fire extinguishers shall be maintained in common areas of the building as may be directed by the Glendale Fire Department; unit owners shall not store flammable liquids in storage areas in the building, including the basement.

(d) Parking. Twenty-five (25) units in GLENVIEW CONDOMINIUM shall be assigned two (2) underground parking spaces per unit and three (3) units shall be assigned one (1) underground parking space per unit. Surface parking areas in the commons are intended for the parking of passenger vehicles of the guests of unit owners in GLENVIEW CONDOMINIUM. However, units assigned one (1) underground parking space shall be allowed to park one passenger vehicle on the surface parking area. There shall be no surface parking upon the commons of boats, campers, trailers, recreational vehicles, or similar vehicles of any sort, even temporarily. No motorized vehicles, boats, campers, trailers, recreational vehicles, or other vehicles of any sort shall be stored, even temporarily, in surface parking areas. Such boats, campers, trailers, recreational vehicles, or other vehicles may be stored or parked within assigned underground parking spaces.

(e) Obstructions. There shall be no obstruction of the common elements and facilities or limited common elements.

(f) Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the common elements and facilities or the limited common elements which will increase the rate of insurance on the common elements and facilities and the limited common elements, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the common elements and facilities or in the limited common elements which will result in the cancellation of insurance on any unit or any part of the common elements and facilities or limited common elements and facilities, or which would be in violation of any law or ordinance. No waste shall be committed in the common elements and facilities or the limited common elements and facilities.

(g) Signs. No sign of any kind shall be displayed to the public view on or from any unit or the common elements and facilities or the limited common elements without the prior consent of the

Association.

(h) Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(i) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common elements and facilities, except upon the written consent of the Association.

(j) Conflict. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

ARTICLE X

GENERAL

10.1 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year, unless a different fiscal year is elected on the first annual tax return filed by the Association.

10.2 Address. The mailing address of the Association shall be 3450 North 84 Street, Milwaukee, Wisconsin, 53233, until such time as the Developer has sold all units in the Condominium, at which time a new mailing address may be designated by the Association.

10.3 Seal. The Board of Directors shall not provide a corporate seal for the Association, and where a seal may be required, there shall be a notation thereon to the effect that the Association has no seal.

ARTICLE XI

AMENDMENTS

11.1 By Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes in

the Association.

11.2 Rights of Developer. No amendment of these By-Laws shall alter or abrogate the rights of Developer as contained in these By-Laws.

ARTICLE XII

MISCELLANEOUS

12.1 Record of Ownership. Every unit owner shall promptly casue to be duly recorded or filed of record the deed, assignment or other conveyance to him of such unit or other evidence of his title thereto, and shall file any lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

12.2 Mortgages. Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the Membership List of the Association.

12.3 Statement of Assessments. The Board of Directors or Treasurer of the Association, at the request of any mortgagee or any prospective purchaser of any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within ten (10) business days after such request is received. The Association may charge a reasonable fee for the Statement of Assessments requested.

12.4 Indemnity of Officers and Directors. Every person who is or was a director or an officer of the Association (together with the heirs, exeuctors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonble attorneys' fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim action, suit or proceeding,

including criminal proceedings, to which he is made or threatened to be made a party by reason of his being or having been such director or officer, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The Association, by its Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, directors or employees may be entitled as a matter of law.

All liability, loss, damage, costs and expense incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article XII contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, director or officer of the Association with respect to any duties or obligations assumed or liabilities incurred by him under and by virtue of the Declaration, Wisconsin's Condominium Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit.

12.5 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto

and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as in the Declaration of said Condominium Ownership Act.

12.6 Interpretation. In case of any provision of these By-Laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-Laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

IN WITNESS WHEREOF, we, being all the Directors of GLENVIEW CONDOMINIUM ASSOCIATION, INC. have hereunto set our hands this 17th day of April, 1984.

Leon Lepold

Eva T. Lepold

Jakub B. Lepold

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this 17th day of April, 1984. the above named Leon Lepold, Eva T. Lepold and Jakub B. Lepold, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

(NOTARIAL SEAL)
Brian H. Blacher
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument was drafted by:

Attorney Brian H. Blacher
622 North Water Street
Milwaukee, Wisconsin 53202

ohw By
Passed
67% vote

GLENVIEW CONDOMINIUM ASSOCIATION
PROPOSED BYLAW AMENDMENT

The following substitutions are to be made to the following Bylaw sections of ARTICLE III BOARD OF DIRECTORS.

3.2 Number and Qualifications of Directors. After control of the Association passes to the unit owners pursuant to terms of the Declaration, the Board of Directors shall consist of five (5) persons. Each member of the Board of Directors shall be a member of the Association, or in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.4 Election and Term of Directors. There shall be no restrictions on the number of terms to which a member may be elected to the Board of Directors or no mandatory number of terms to which a member must commit. A term of office commences at an Annual Meeting and ends at the next Annual Meeting. All elections shall be by written ballot except when there is but five candidates; then the written ballot may be omitted and the nominated slate be voted the elective ballot.

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

ARTICLES OF INCORPORATION

TABLE OF CONTENTS

		Page
		1
Article I	Name	1
Article II	Period of Existence	1
Article III	Purposes	2
Article IV	Powers	3
Article V	Members	3
Article VI	Principal Office and Registered Agent	4
Article VII	Directors	4
Article VIII	Officers	4
Article IX	Incorporator	4
Article X	Stock, Dividends, Dissolution	5
Article XK	Amendment	

ARTICLES OF INCORPORATION

OF

GLENVIEW CONDOMINIUM ASSOCIATION, INC.
(A Non-Stock, Non-Profit Corporation)

The undersigned, being natural persons over the age of eighteen (18) years and acting as incorporators of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as Articles of Incorporation of such corporation:

ARTICLE I

NAME

The name of the Corporation shall be GLENVIEW CONDOMINIUM ASSOCIATION, INC. (hereinafter referred to Association).

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of the Association shall be perpetual.

ARTICLE III

PURPOSES

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

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of ownership (such real estate and improvements hereinafter sometimes referred to as condominium property), as provided in the Condominium Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for GLENVIEW CONDOMINIUM as recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter referred to as Declaration);

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Condominium Ownership Act and the Declaration;

(c) To engage in lawful activity included in and permitted under the Condominium Ownership Act and the Declaration within the

purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law; and,

(d) To provide for maintenance and preservation of the common elements and facilities and the limited common elements and facilities of the condominium property.

ARTICLE IV

POWERS

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

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

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common elements and facilities and the limited common elements as set forth in the Declaration;

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

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;

(g) To make and amend By-Laws and reasonable rules and regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Condominium Ownership Act, the Declaration, the By-Laws, assessments and liens against the units, and any rules and regulations governing the use and operation of the condominium property;

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

(j) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration; and,

(k) 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.

ARTICLE V

MEMBERS

All owners of units in GLENVIEW CONDOMINIUM shall be entitled and required to be members of the Association, and membership shall be limited to such owners. The respective rights, qualifications and obligations of membership shall be as set forth in the By-Laws of the Association.

ARTICLE VI

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the initial principal office of the Association shall be 3450 North 84 Street, Milwaukee, Wisconsin 53222, and the initial registered agent at such address shall be Leon Lepold, General Partner of GLENVIEW CONDOMINIUM, a Wisconsin Limited Partnership.

ARTICLE VII

DIRECTORS

The number of directors of the corporation shall be fixed in the By-Laws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided in the By-Laws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Leon Lepold
3450 North 84 Street
Milwaukee, Wisconsin 53222

Eva T. Lepold
3450 North 84 Street
Milwaukee, Wisconsin 53222

Jakub B. Lepold
3450 North 84 Street
Milwaukee, Wisconsin 53222

ARTICLE VIII

OFFICERS

The principal officers of the Association shall be a President, a Vice-President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall have and exercise the powers and duties assigned in the By-Laws.

ARTICLE IX

INCORPORATOR

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

Leon Lepold
3450 North 84 Street
Milwaukee, Wisconsin 53222

ARTICLE X

STOCK, DIVIDENDS, DISSOLUTION

The Association shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the income, assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon dissolution of the Association. The Association may pay

compensation in reasonable amounts to employees, members, directors, or officers for services rendered except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, and the removal of GLENVIEW CONDOMINIUM from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of all of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the common elements of the condominium.

ARTICLE XI

AMENDMENT

These Articles may be amended in the manner provided by law at the time of amendment.

IN WITNESS WHEREOF, the undersigned has exeucted these Articles in duplicate this 1 day of April, 1984.

Leon Lepold

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this 17th day of April, 1984, the above named LEON LEPOLD, to me known to be the person whose name is subscribed to the foregoing Articles of Incorporation, and who acknowledged that he executed the same for the purposes therein contained and stated.

Brian H. Blacher (NOTARIAL SEAL)
Brian H. Blacher
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument was drafted by:

Attorney Brian H. Blacher
622 North Water Street
Milwaukee, Wisconsin 53202

GLENVIEW CONDOMINIUM

7234 North Green Bay Avenue
Glendale, Wisconsin 53223

PLANNED DEVELOPMENT AGREEMENT

Between

GLENVIEW CONDOMINIUM, a Wisconsin Limited Partnership,

LEON LEPOLD and JAKUB B. LEPOLD, General Partners

and

THE CITY OF GLENDALE

PLANNED DEVELOPMENT AGREEMENT

THIS AGREEMENT made by and between GLENVIEW CONDOMINIUM, a Wisconsin Limited Partnership, (hereinafter Developer), and the City of Glendale, a municipal corporation located in Milwaukee County, Wisconsin (hereinafter City).

WITNESSETH:

WHEREAS, Developer has acquired a certain parcel of real estate located north of West Good Hope Road and east of Green Bay Avenue at approximately 7234 North Green Bay Avenue, more particularly described in Exhibit A attached hereto, and has petitioned the City to include said parcel of land in a special District to be known as a Planned Development District said District to be created pursuant to Section 62.23(7) Wisconsin Statutes, and Section 85.155 of the Municipal Code of the City of Glendale; and,

WHEREAS, in order to protect the City and the public in general and it being in the public interest that this Agreement be entered into by and between Developer and the City, in order that the purposes of the PD-Planned Development Ordinance (hereafter Ordinance), as set forth in Section 85.155(3) of the Glendale Code may be secured, preserved and insured; and

WHEREAS, Developer has filed with the City the following plans, specifications, documents and exhibits pursuant to the requirements of the Ordinance:

1. A schedule showing the names of the owners and developers of the site and the mailing addresses and telephone numbers of all parties, attached hereto as Exhibit B.

2. A certified survey of the development site, attached hereto as Exhibit C.

3. An accurate topographical map showing topographical data of the development site and meeting ordinance requirements, attached hereto as Exhibit D.

4. A scale plot plan showing the location, type and size of every proposed use for said development site including the location, type and size of the proposed structure, drive-ways,

drive-way access roads, parking facilities, open space, screening and landscape plans, attached hereto as Exhibit E.

5. A statistical table showing the size of the site in square feet, the acreage, expected population density and open areas, attached hereto as Exhibit F.

6. Architectural drawings of all buildings and structures and sketches showing the design characteristics and treatment of exterior elevations and typical floor plans of the proposed structure, attached hereto as Exhibit G.

7. A table showing the approximate cost of the structure, attached hereto as Exhibit H.

8. A draft of condominium declarations outlining the intended organizational structure of the owner's association including Deed restrictions, attached hereto as Exhibit I.

WHEREAS, the Developer has filed with the City an application for a Change of Zoning of the subject property from B-2 Business and R-3 Residential to PD-Planned Development, and the Plan Commission of the City has recommended final approval of the proposed development plan, and the Common Counsel of the City has given its final approval to said development plan, all pursuant to the provisions of the Ordinance, but subject, however, to the execution of this Agreement between the City and the Developer to insure the implementation of the plan as proposed and the continued and uninterrupted maintenance of the development site:

NOW, THEREFORE, in consideration of the mutual convenants herein exchanged, the parties hereto agree as follows:

SECTION 1. SITE DEVELOPMENT AND IMPLEMENTATION SCHEDULE:

A. The Developer agrees to develop the site and to construct all buildings and structures thereon in strict accordance with the plans, specifications, documents and Exhibits as filed and finally approved by the Planning Commission and the Common Counsel of the City.

B. On or before six months after final approval of said PD District Developer agrees to apply for a building permit for the condominium. The total development period for the condominium is to be eighteen (18) months from the date of

the issuance of said building permit.

Developer agrees to place the residential lot more fully described in Exhibit A and fronting North Redwood Drive on the market for sale and any sale of said lot shall contain a Deed restriction requiring that an application for a building permit and actual construction of a single family residence must be commenced within one year of the sale of the single family lot or prior to the issuance of an occupancy permit for the condominium building, whichever is earlier.

Should Developer be unable to sell said single family lot, Developer agrees to apply for a building permit and begin construction of a single family residence on the residential lot more particularly described in Exhibit A and fronting North Redwood Drive prior to receiving an occupancy permit for the condominium building.

C. It is expressly understood by the parties that the granting of a building permit by the City is contingent upon the availability of adequate sanitary sewer capacity and allocations in the Metropolitan Sewerage District system as provided under Section 608, Rules of the Metropolitan Sewerage District, to implement the waste load restrictions and apportionment section as provided in the Stipulation approved by the Circuit Court of Dane County relative to Case No. 152-542.

It is further understood by the parties that if, in the event no such sewer allocation exists for the condominium and single family residence, the City will not be held liable for the granting of such allocation to the Developer.

Sewer allocations for 1983 indicate the availability of adequate additional sewage flows, B.O.B. and T.S.S. allocations for the construction of twenty-eight multiple dwelling units and one single family residential unit. The Developers shall receive this allocation or whatever lesser number of units for which he submits building permits remaining on the date the building permits are requested from the City of Glendale Building Department.

D. Road dedications, which are to be improved and maintained by the City, will be made to the City as follows:

1. A triangular shaped piece of land, approximately ten (10) feet wide and one hundred sixty seven (167) feet long on North Redwood Drive with the actual dimensions to be verified by the certified survey map attached hereto as Exhibit C.

E. Developer further agrees;

1. The maximum number of units shall be twenty-six (26) two (2) and two (2), one bedroom condominium units.

2. A certified survey map of the site shall be prepared and approved which shall conform to the approved general site development plan and shall show thereon the areas, if any, dedicated to the public and the specified use therefore.

3. All cables and wires for electric, telephone and cable television services shall be installed underground.

4. Easements for municipally owned sanitary sewer, storm sewer and water mains shall be granted where necessary, by separate document to the City or other governmental owner where required, in accordance with detailed utility plans approved by the City Engineer.

5. That all other sewer and water service will be constructed under the supervision of the Glendale Plumbing Inspector by the Developer and will remain the property and responsibility of the Developer and the Condominium Association respectively.

6. That all surface drive-ways, surface parking lots, lighting and landscaping are to be installed and maintained by Developer and the Condominium Association respectively, and Developer further agrees that drive-ways and access paved areas shall be surfaced with bituminous asphalt.

7. That all living units are to contain garbage disposals of the grinder type.

8. That garbage collection services shall be provided by the Condominium Association at its own expense. Said garbage shall be stored in dumpsters adjacent to the interior parking areas.

9. That upon final approval of said PD District by the Common Counsel, the Developer shall submit to the Planning Commission a detailed landscape plan for their approval.

10. That if occupancy permits are requested prior to the completion of landscaping, then, in order to insure completion of said landscaping, Developer shall post a bond or security in other acceptable form in an amount equal to one and one-half (1 1/2) the determined cost of said landscaping. Said cost is to be determined by the City Building Inspector. In the event that occupancy permits are requested prior to the completion of landscaping, the City Building Inspector shall set a certain time, which shall not be unreasonable, by which landscaping is to be completed.

11. That no other structures (i.e. swimming pools, tennis courts, garages, utility buildings, tool sheds, etc.) shall be constructed or installed on any portion of the area to be zoned Planned Unit Development. The definition of structure shall be consistent with the definition contained within the City Zoning Code.

12. That nothing but a single family residence,complying with all applicable building and zoning ordinances may be constructed on the residential lot fronting North Redwood Drive and being more particularly described in Exhibit A hereto.

SECTION 2. WHEN APPROVAL MAY BE TERMINATED.

A. Failure to comply with any of the provisions of Section 1 hereof shall constitute cause for termination of the approval of the project development plan, provided that notice of such failure and opportunity to cure have first been given to Developer by the City.

SECTION 3. MAINTENANCE OF DEVELOPMENT SITE.

A. Developer agrees to require the owners of condominium units and the Condominium Association to maintain the development site, including all open areas, buildings, structures and pavement as follows:

1. Keep all turf or grass in open areas mowed to maintain

a height not to exceed four (4) inches.

2. Keep all open areas free and clear of trash, paper, and other debris.

3. Keep all trees and shrubbery trimmed and maintained on a regular schedule to assure that the same are kept in a neat, healthy and attractive condition.

4. To assume the responsibility for the removal of snow from private, off street parking areas, walks and access drives within said PD District.

5. To maintain all paved drive-ways and parking areas in good repair, replacing such drive-ways with new reconstructed pavement where the same has become so out of repair that to repair them would be impractical or unaesthetic.

6. To landscape and keep in a neat and attractive condition all areas within the public highway right-of-way not opened up and used as a travel way.

7. To prohibit surface parking upon the commons of boats, campers, trailers, recreational vehicles, or similar vehicles, even temporarily.

B. Developer further agrees that the Condominium Declaration and By-Laws governing the condominium owners shall contain language to the effect that if the condominium owners and/or Condominium Association fails to comply with the provisions of Section 3 or other provisions herein respecting maintenance of the development site, the City shall give written notice of such fact to said Condominium Association by certified mail, addressed to Glenview Condominium Association, Inc., at the subject site, or to any other address which the Association shall have filed with the City Clerk. Such notice shall advise the Condominium Association of the particulars concerning which the City considers the maintenance to be in default. The Condominium Association shall have thirty (30) days after such notice has been given to rectify the complained of deficiencies in such maintenance. Such notice shall be deemed to be given the day after it has been deposited in the mails. In the

event the Condominium Association fails to rectify the complained of deficiencies in such maintenance within thirty (30) days, or at the end of any reasonable extension agreed to be the City and the Condominium Association, the City shall have the right to either correct the maintenance through its own employees, utilizing its own equipment, or to contract for the doing of the work by an independant contractor. Accurate records shall be kept of the expenses incurred by the City in rectifying such deficiencies of maintenance. Where the work involved in such retification is done by City employees, such expenses shall include wages of all employees doing the work, the cost of materials used, a reasonable charge for the use of City owned equipment, plus a supervision and overhead charge of twenty five percent (25%) of the total of all the foregoing charges and a charge for the actual employee benefit expense attributable to the work performed as computed by the City. The City shall invoice the Condominium Association for such expenses by mail in the same manner as is herein before provided for the mailing of notice. The Condominium Association shall pay such invoice in full not later than ten (10) days after the mailing of such invoice. In the event the Condominium Association does not pay such invoice within said time, such invoice shall be delinquent and the City shall have the right to enforce collection of such invoice by one or all of the following methods:

1. By extending the same on the current or the next succeeding tax role as an unpaid special assessment and the Condominium Association does herewith consent and agree that said sum shall be considered a special assessment and collectable as other unpaid special assessments, all with the same force and effect as though the Wisconsin Statutues with respect to levying special assessment had been fully complied with.

2. The City may take any further and appropriate action at law or equity to enforce compliance with the maintenance provisions of this contract, and in the event of legal action in which the final determination is in the favor of the City,

the City shall be entitled to collect from the Condominium Association the usual costs and disbursements, plus a reasonable attorney's fee.

SECTION 4. ARBITRATION FOR DISPUTES

A. It is further agreed that in the event of any dispute relating to the agreement as to the maintenance of the premises, the Condominium Association shall have the right to a hearing before a disinterested arbitrator to be appointed by the American Arbitration Society within ten (10) days after the giving of notice by the City as herein before provided. The decision of such arbitrator shall be binding upon both parties and neither party shall have the right to appeal to the Courts from the arbitrator's decision. The fees of such arbitrator and any other expenses involved in the arbitration shall be shared equally between the parties.

SECTION 5. COVENANTS RUNNING WITH THE LAND.

A. This Agreement constitutes the entire Agreement between the parties, and all provisions of this Agreement shall be deemed to be convenants running with the land and shall be binding upon the Developer and all subsequent condominium owners.

SECTION 6. AMENDMENTS.

A. This Agreement may be rescinded, modified, or amended in whole or in part, by mutual agreement between the parties hereto, or their successors and assigns.

SECTION 7. PROOF OF TITLE.

A. Developer shall furnish, at the time of the execution of this Agreement, satisfactory evidence of title in the lands described in Exhibit A for the development, or satisfactory proof that they have the right to obtain good title free and clear of encumbrances, or, in the event of an encumbrance or encumbrances, an approval and consent of all encumbrancers to this Agreement, and that such encumbrance or encumbrances are subordinated to this Agreement.

SECTION 8. MISCELLANEOUS PROVISIONS.

A. The Condominium Declarations and By-Laws governing the

project shall contain langugage to the effect that all condominium owners and the Condominium Association shall be bound by the Planned Development Agreement executed between the Developer and the City, and that any language in the Condominium Declarations and/or By-Laws of the Condominium Association that shall be inconsistent with the terms of the Planned Development Agreement executed between the Developer and City shall be null and void and of no force and effect and that the Condominium Declarations and By-Laws of the Condominium Association shall be amended so as to avoid any inconsistency with the Planned Development Agreement.

B. Developer agrees to be responsible for any assessments for sanitary sewer, street improvements and water which may be due or owed to Atkins and Wahlberg, Inc. as a result of the development of the single family lot fronting North Redwood Drive and more fully described in Exhibit A.

C. This Agreement shall be binding upon the parties hereto, their successors and assigns and upon the condominium owners and the Condominium Association and their successors and assigns.

SECTION 9. SEVERABILITY OF PROVISIONS.

A. If any provision of this Agreement shall be held or declared to be invalid, illegal or unenforceable by reason of its being contrary to any applicable law, such provision shall be deemed to be deleted from this Agreement without impairing or prejudicing the validity, legality or enforceability of the remaining provisions hereof.

IN WITNESS WHEREOF, the said parties have caused these presents to be signed and sealed by the Developer, Glenview Condominium, a Wisconsin Limited Partnership, and the said City of Glendale has caused this instrument to be executed by its Mayor and countersigned by its City Clerk and Business Administrator upon authority duly given therefore, and its City Seal to be hereunto affixed this 27th day of June, 1984.

SIGNED AND SEALED

IN THE PRESENCE OF:

Developer: Glenview Condominium, a Wisconsin Limited Partnership by:

Brian H. Blacher

Leon Lepold, General Partner

Brian H. Blacher

Jakub B. Lepold, General Partner

Kathleen E. Greig

CITY OF GLENDALE

By: Norbert J. Hynek, Mayor

Countersigned:

June B. Joswick, City Clerk

Richard E. Maslowski
Business Administrator
Richard E. Maslowski

Approved as to form this 25TH day of JUNE, 1984.

George Pratice
Glendale City Attorney

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this 24th day of April, 1984, the above named Leon Lepold and Jakub B. Lepold, general partners of Glenview Condominium, a Wisconsin limited partnership, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Brian H. Blacher
Notary Public, State of Wisconsin
My Commission is permanent.

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)

Personally came before me this 27th day of June, 1984 the above named Norbert J. Hynek, Mayor; June B. Joswick, City Clerk; and Richard E. Maslowski, Business Administrator of the City of Glendale, Wisconsin, to me known to be the persons who executed the foregoing instrument and acknowledge the same.

Rita L. Roth
Notary Public, State of Wisconsin
My Commission expires on 2/3/87