DISCLOSURE MATERIALS

FOR

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

Property Address:
9500 (#101-310) N. Green Bay Road
4000-4275 W. Cherrywood Lane
9488-9512 N. Green Bay Road
Brown Deer, WI 53209

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

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

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

INDEX

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A-1.
2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
3. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C-1.
4. ARTICLES OF INCORPORATION: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D-1.
5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E-1.
6. ANNUAL OPERATING BUDGET: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F-1.
7. RULES AND REGULATIONS: The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations begin on page G-1.

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the icon) or may be completed to both summarize the information and refer to the condominium documents. ***This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

Condominium Name: Cherrywood Village Condominiums of Brown Deer, Wisconsin

How is the condominium association managed?

- What is the name of the condominium association? Cherrywood Village Condominium Association, Inc.
- What is the association's mailing address? 10520 N. Baehr Road, Suite Q, Mequon, WI 53092
- How is the association managed?
  - ☐ By the unit owners (self-managed)
  - ☒ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Hunt Management Inc. (Management agent/company or other available contact person)
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person? 10520 N. Baehr Road, Suite Q, Mequon, WI 53092; phone: 262-238-1480; website: huntmanagement.com; email: clientservices@huntmanagement.com
- For specific information about the management of this association, see Second Amended and Restated Declaration ("Declaration"), Section 5(b); Amended and Restated By-Laws ("By-Laws"), Article II, Section 8

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? 1
- How many outside? 1

- How many inside? 0 [check all that apply]
  - ☒ Common element
  - ☐ Limited common element
  - ☐ Included as part of the unit
  - ☐ Separate nonvoting units
  - ☐ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
  - ☐ No
  - ☒ Yes, in the amount of $40.00 per month to rent a spot underground if available; $25.00 per month for surface; $50.00 for garage key; $50.00 for remote
  - ☐ Other: _____
- Are parking assignments reserved or designated on the plat or in the condominium documents?
  - ☐ No
  - ☒ Yes - Where? Kept by Parking Committee and Property Manager
- Are parking spaces assigned to a unit by deed?
  - ☒ No
  - ☐ Yes
- Can parking spaces be transferred between unit owners?
  - ☒ No
  - ☐ Yes
- What parking is available for visitors? Designated visitor parking is posted
- What are the parking restrictions at this condominium? Parking sticker is required. No abandoned vehicles, No RV's, ATV's, snowmobiles, boats or commercial vehicles including those with commercial lettering or signage are allowed. Abandoned, inoperative or unlicensed vehicles are not allowed. Owner must move vehicles occasionally, otherwise they are considered stored and could insure a fine. Owner is allowed a maximum of 3 parking spaces total on the premise, including the one assigned to their unit. Unit Owners can rent spaces from the Association if available.
- For specific information about the parking of this condominium, see Declaration, Section 9; Rules and Regulations, Section A Parking

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? No more than two pets total, which can be one cat and one dog, two dogs, or two cats.
- What are some of the major restrictions and limitations on pets? No more than two animals per unit. All animals must be licensed and registered with management company. There is an additional fee of $25.00 per month and Board notification required for a second dog. Town House unit owners shall only have a cat or dog. No pets of any kind allowed in mid-rise building. No animals shall be raised, bred, or kept in any Unit for any commercial purpose. Pets must be kept on leash at all times and are not permitted within the swimming pool enclosure or the children's play area.

- For specific information about the condominium pet rules, see By-Laws; Article V, Section 2; Rules and Regulations, Section B Pets

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? Leases must be a minimum of 1 year, not to exceed 2 years. Unit Owner required to provide a copy of the entire lease within three days of signing. Unit Owner responsible for tenant's wrongdoing. There is an annual administration fee of $250.00 for leased/rented units.
- For specific information about renting units at this condominium, see Declaration, Section 19; Rules and Regulations, Section W; Annual Fee on Leased/Rented Units, effective January 1, 2024

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☐ No ☒ Yes
- If yes, what are the major amenities and features? In ground swimming pool, Milwaukee River frontage, playground area
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
  ☒ No
  ☐ Yes - What is the cost? $_____
- For specific information about special amenities, see Rules and Regulations, Section C Swimming Pool Rules

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair all maintenance of, repairs to and replacements within his own Unit. Unit owner must maintain exterior windows and doors, including patio doors.
- For specific information about unit maintenance and repairs, see Declaration, Section 15; Rules and Regulations, I Maintenance, Repairs and Replacements

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common elements maintenance, repair and replacement is performed as follows: Common Elements shall be the responsibility of and shall be furnished by the Association.
- How are repairs and replacements of the common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  ☒ Both
  ☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see Declaration, Section 15; By-Laws, Article II, Section 8(f)

- How are repairs and replacements of the limited common elements funded?
  - ☐ Unit owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☐ Other (*specify*): _____
- Limited common element maintenance, repairs and replacement is performed as follows: Handled by Management Company at the direction of the Board of Directors.

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No **Is there a Statutory Reserve Account?** ☐ Yes ☒ No

- For specific information about this condominium's reserve funds for repairs and replacements, see By-Laws, Articles IV, Section 1
- Reserve Account balance: $217,157.47, as of the date this Executive Summary was prepared.

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
  - ☒ Not applicable (no developer-owned units)
  - ☐ No
  - ☐ Yes - In what way? N/A
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
  - ☒ No
  - ☐ Yes - Describe these provisions: _____
- For specific information about condominium fees during the developer control period, see N/A

Has the declarant (developer) reserved the right to expand this condominium in the future?

- Has the declarant reserved the right to expand? ☒ No ☐ Yes
- If yes, how many additional units may be added through expansion? N/A
- When does the expansion end? N/A
- Who will manage the condominium during the expansion period? N/A
- For specific information about condominium expansion fees, see N/A

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit: Maintenance, repair, and replacement costs of Limited Common Elements may be assessed in whole or in part to Unit Owners benefited thereby. Unit Owner shall be responsible for all decorating within the Limited Common Elements. Unit Owners must agree by license between Unit Owners and association when altering part of the Common elements serving two or more adjacent units, provided alterations do not weaken, impair or endanger any of the Common Elements or any unit, the Unit Owner or Owners notify the Board not less than ten (10) days prior to commencing work, the expense of alteration paid in full by Owners. The Owners shall pay the expense of restoring Common Elements if Units cease to be used together, and such alteration the use does not interfere with the use of enjoyment of the Common Elements.
- Describe the rules, restrictions and procedures for enclosing limited common elements: Enclosing limited elements is not allowed.
- For specific information about unit alterations and limited common element enclosures, see Declaration, Sections 15, 16, 17 and 21; Rules and Regulations, Section J Alterations, Additions and Improvements

Can any of condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, by laws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see See Declaration, Section 24; By-Laws, Article VII

Other restrictions or features (optional): Each Unit Owner assigned one (1) storage locker per Unit. Declaration, Section 9. Units may be subdivided or combined upon approval by majority of board to Unit's owner's application. Declaration, Section 21. Property may be used only for residential housing. Board has authority to lease one or more Units or other residential quarters for building personal. The rent paid to Association shall be apart of the Common Expenses. If the event of a dispute of disagreement between any Unit Owners or questions interpreting the By-Laws or Declaration, the Board's determination is final and binding. See Declaration, Section 5(e)

Does the Association have the right of first purchase:

☒ No
☐ Yes

Does the Association charge a transfer fee:

☐ No
☒ Yes. If so, how much? Two months' installment for Association dues for such Unit under the budget then in effect. (Declaration, Section 19(i)

Does the Association charge a disclosure material fee:

☐ No

☒ Yes. If so, how much? The actual cost of furnishing the information or $50.00,whichever is less pursuant to Sec. 703.33(2m)(a) Wis. Stat. The Disclosure Materials are also available on the Managing Agent's website, at no charge – www.huntmanagement.com

Does the Association charge a payoff statement fee?

☐ No, for one payoff statement issued within a two-month period.

☐ Yes. If so, how much? $_____

☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two month period there is a $25.00 charge.

This Executive Summary was prepared on December 31, 2023 (insert date)
By: Attorney Shawn Anderson (state name and title or position).

*Note: A Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

SECOND AMENDED AND RESTATED
CONDOMINIUM DECLARATION

DOC # 11351837
RECORDED
07/14/2023 09:41 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
This document has been electronically recorded and returned to the submitter.

CHERRYWOOD VILLAGE CONDOMINIUM

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
555 North Broadway,
Suite 300
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)
Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

HB: 4887-5452-4784.1

SECOND AMENDED AND RESTATED CONDOMINIUM DECLARATION

TABLE OF CONTENTS

Page

1. Definitions 1
2. Submission of Property to the Act and the Name of the Condominium 3
3. Plat 3
4. Units 3
5. Association of Unit Owners and Administration and Operation of the Property 4
6. Board's Determination Binding 5
7. Ownership of the Common Elements 5
8. Use of the Common Elements 7
9. Storage Areas and Parking Spaces 7
10. Common Expenses 8
11. Mortgages and Other Liens 9
12. Separate Real Estate Taxes 9
13. Insurance 10
14. Casualty and Eminent Domain 11
15. Maintenance, Repairs and Replacements 13
16. Alterations, Additions or Improvements 13
17. Decorating 14
18. Encroachments 14
19. Transfer of a Unit 15
20. Transfer of Limited Common Elements 16
21. Subdivision or Combination of Units 16
22. Use and Occupancy Restrictions 17
23. Remedies 18
24. Amendment 19
25. Notices 19
26. Rights of Mortgagees 20
27. Headings 20
28. Number and Gender 20
29. Severability 20
30. Rights and Obligations 21
31. Resident Agent 21

Doc Yr: 2023 Doc# 11351837 Page# 2 of 31

SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR CHERRYWOOD VILLAGE CONDOMINIUM

The Cherrywood Village Condominium (the "Condominium") was created by a Declaration, recorded in the office of Register of Deeds for Milwaukee County on October 20, 1980 as Document No. 5433943, as amended by the first Amendment to Declaration, recorded in the office of Register of Deeds for Milwaukee County on October 28, 1980 as Document No. 5435673.

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Cherrywood Village Condominium Association, Inc. (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, being in the Village of Brown Deer, Milwaukee County, Wisconsin;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

1. *Definitions*. As used herein, unless the context otherwise requires:

(a) "Act" means the "Condominium Ownership Act" of the State of Wisconsin, as amended.

(b) "Association" means the Cherrywood Village Condominium Association, a Wisconsin non-stock corporation.

(c) "Board" means the Board of Directors of the Association.

(d) "Building" or "Buildings" means all structures or structural improvements located on the Parcel and forming part of the Property and containing one or more Units, as shown in the Plat.

(e) "By-Laws" means the By-Laws of the Association.

(f) "Common Elements" means all portions of the Property, except the Units, including, without limitation, the land, foundations, walls, hallways, stairways, entrances and exits, laundries, mechanical equipment areas, storage areas, office of the building manager, incinerator, elevators, boilers, the boiler room, roofs, pipes, ducts, electrical wiring and conduits, central heating systems for units 101-110, 201-210, 301-310 inclusive, public utility lines, structural parts of the Building, outside walks and driveways, landscaping and all other portions of the Property except the

individual Units. Structural columns located within the boundaries of a Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way.

(g) "Common Expenses" means the expenses affecting the Property, including reserves, lawfully assessed by the Board. Such Common Expenses shall consist of the expenses of the administration and operation of the Common Elements and any other expenses incurred in conformance with the Act, this Declaration, and the By-Laws, including, but not limited to, the maintenance and repair of the Common Elements and any and all replacements and additions thereto.

(h) "Declaration" means this instrument, by which the Property is submitted to the provisions of the Act, as hereinafter provided, and such Declaration as amended from time to time.

(i) "Limited Common Elements" means all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration or on the Plat. Said Limited Common Elements shall include, but shall not be limited to, pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries and serve exclusively a single Unit or adjoining Units, as aforesaid.

(j) "Majority" or "majority of the Unit Owners" means the owners of more than fifty percent (50%) in the aggregate of the undivided ownership interest in the Common Elements. Any specified percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements, provided, however, that if at any time thirty percent (30%) or fewer of the Units, by number, possess over fifty percent (50%) in the aggregate of the undivided ownership in the Common Elements, then any percentage vote of the Unit Owners specified in the Act, this Declaration or the By-Laws shall require the vote of the specified percentage of Units (on the basis of one vote per Unit), rather than the specified percentage of ownership interest in the Common Elements allocated to Units that would otherwise be applicable.

(k) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.

(l) "Parcel" means the parcel or tract of real estate, described above in this Declaration, submitted to the provisions of the Act.

(m) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(n) "Plat" means the Condominium Plat and amended plats which are filed for record concurrently with the recording of this Declaration and with any Amendments to this Condominium Declaration as required by the Act.

(o) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act.

(q) "Record or Recording" refers to the record or recording in the office of the Register of Deeds in Milwaukee County, Wisconsin.

(r) "Unit" means a part of the Property designed and intended for any type of independent use so specified as a Unit and shown on the Plat. Each Unit shall be 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 the Units, as shown in the Plat. The Unit shall include all improvements and decorating contained within such area, including any plumbing and electrical fixtures, wall and floor coverings, paneling, molding, tiles, wallpaper, paint, finished flooring and any other materials constituting any part of the finished interior surfaces of the walls, floor and ceilings constituting the perimeter boundaries of such area; provided, however, that no structural components of the Building, and no pipes, wires, conduits, flues, shafts, chutes, ducts, public utility lines or other apparatus situated within such Unit and forming part of any system serving one or more other Units or any portion of the Common Elements shall be deemed to be a part of such Unit. The Unit shall include all drywall, windows, window frames, doors, and door frames. The Unit shall include all fixtures and improvements contained therein and any air conditioning compressor or water heater serving exclusively a single Unit even if not located within the Unit boundaries.

(s) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership or equitable ownership as land contract vendee or vendees of a Unit and of the undivided interest in the Common Elements appurtenant thereto.

2. *Submission of Property to the Act and the Name of the Condominium.* The Property has been submitted to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended upon the recording of this Declaration; the Parcel and the Property, as a whole shall be named and may be commonly referred to as "Cherrywood Village Condominium."

3. *Plat.* The Plat contains a survey of the Parcel described in this Declaration which shows the location of any and all buildings located on the Parcel, and contains diagramatic floor plans of each building on the Parcel showing the approximate dimensions, floor area and location of each Unit in each building, and the respective Unit designations for each Unit in the condominium.

4. *Units.* The legal description of each Unit shall consist of the distinguishing number or other symbol for each Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number or symbol as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act or as provided in this Declaration, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

5. *Association of Unit Owners and Administration and Operation of the Property.*

(a) The Association has been organized having the name "Cherrywood Village Condominium Association, Inc.," a Wisconsin non-profit corporation, which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the By-Laws. The Association shall have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Act, this Declaration or the By-Laws. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the By-Laws and of the Act. Subject to the Act and Paragraph 11 below, the Board shall have standing to act in a representative capacity in relation to matters involving the Common Elements or more than one Unit, on behalf of the Unit Owners, as their interests may appear. The fiscal year of the Association shall be determined by the Board, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be conducting a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of the Declaration and By-Laws. Each Unit Owner shall be a member of the Association so long as he is a Unit Owner. A Unit Owner's membership shall automatically terminate when he ceases to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association. Upon the reallocation or reapportionment between two or more Unit Owners of their respective percentages of ownership in the Common Elements, as provided under this Declaration or under the Act, each such Unit Owner shall be a member of the Association in accordance with the percentage of said Unit Owner's ownership interest in the Common Elements following such reallocation or reapportionment.

(b) *Management of Property.* The Board shall have the authority to engage the services of a manager or managing agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board. The cost of such services shall be a Common Expense, as defined in Paragraph 10, below.

(c) *Apartments for Building Personnel.* The Board shall have authority to lease one or more Units or other residential quarters for building personnel. All rental paid by the Association pursuant to any such lease agreement shall be part of the Common Expenses. By the affirmative vote of not less than three-fourths of the votes of Unit Owners at a meeting duly called for that purpose, the Association may elect to purchase one or more Units or other residential quarters for building personnel.

(d) *Non-Liability of the Directors, Board, Officers and Declarant.* Neither the directors, Board, officers of the Association nor the Declarant shall be personally liable to the Unit Owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such directors, Board, officers or Declarant, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the directors, Board, officers or Declarant and their respective devisees, legatees, heirs, executors,

Doc Yr: 2023 Doc# 11351837 Page# 6 of 31

administrators, legal representatives, successors and assigns in accordance with the provisions of Article VIII of the By-Laws.

6. *Board's Determination Binding.* In the event of any dispute or disagreement between any Unit Owners relating to the Property, or any questions of interpretation or application of the provisions of the Declaration or By-Laws, the determination thereof by the Board shall be final and binding on each and all such Unit Owners.

7. *Ownership of the Common Elements.* Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth hereinafter. The percentages of ownership interests have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by amendment to this Declaration, as provided in subparagraphs 14(b) or 14(c) or Paragraphs 20, 21 of this Declaration, or unless hereafter changed by amendment to this Declaration consented to in writing by the Unit Owners, and, in either case, such amendment is recorded in accordance with the Act and Paragraph 24, below. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. Except as provided in the Act and this Declaration, the ownership interest in the Common Elements shall remain undivided, and no Unit Owner shall bring any action for partition or division of the Common Elements, and any agreement or covenant to the contrary shall be void. The ownership of each Unit shall not be conveyed, transferred, encumbered or otherwise affected separate from the percentage of ownership in the Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed, transferred, encumbered or otherwise affected with that Unit, even though the legal description in the instrument conveying, transferring, encumbering or otherwise affecting said Unit may refer only to the fee title to the Unit and not expressly mention or describe the percentage of ownership in the Common Elements corresponding to that Unit, or may refer to an incorrect percentage for that Unit.

The percentage of undivided interest in the Common Elements and facilities and Limited Common Elements pertaining to the one hundred forty-six (146) Units in the Condominium shall be as follows:

Bldg.	Unit/Address%	Ownership	Bldg.	Unit Address%	Ownership
9500	101	.4867	102	4263	.6936
9500	102	.4418	102	4265	.6861
9550	103	.5167	102	4267	.6861
9500	104	.4568	102	4269	.6861
9500	105	.5167	102	4271	.6861
9500	106	.4568	102	4273	.6861
9500	107	.5167	102	4275	.6936
9500	108	.4568			
9500	109	.5018	103	4201	.8762
9500	110	.4568	103	4203	.8688
			103	4205	.8688
9500	201	.4912	103	4207	.8762
9500	202	.4463			

Bldg.	Unit/Address%	Ownership	Bldg.	Unit Address%	Ownership
9500	203	.5212	104	4251	.6936
9500	204	.4613	104	4253	.6861
9500	205	.5212	104	4255	.6861
9500	206	.4613	104	4257	.6861
9500	207	.5212	104	4259	.6861
9500	208	.4613	104	4261	.6936
9500	209	.5063			
9500	210	.4613	105	4131	.6966
			105	4133	.6891
9500	301	.4957	105	4135	.6891
9500	302	.4508	105	4137	.6891
9500	303	.5257	105	4139	.6891
9500	304	.4658	105	4141	.6966
9500	305	.5257			
9500	306	.4658	106	4121	.6996
9500	307	.5257	106	4123	.6921
9500	308	.4658	106	4125	.6921
9500	309	.5108	106	4127	.6921
9500	310	.4658	106	4129	.6996
100	9502	.6891	107	4109	.6966
100	9504	.6816	107	4111	.6891
100	9506	.6816	107	4113	.6891
100	9508	.6816	107	4115	.6891
100	9510	.6816	107	4117	.6891
100	9512	.6891	107	4119	.6966
101	4209	.8762	108	4101	.8762
101	4211	.8688	108	4103	.8688
101	4213	.8688	108	4105	.8688
101	4215	.8688	108	4107	.8762
101	4217	.8688			
101	4219	.8688			
101	4221	.8762			
109	4001	.6891	115	4250	.6936
109	4003	.6816	115	4252	.6861
109	4005	.6816	115	4254	.6861
109	4007	.6816	115	4256	.6861
109	4009	.6816	115	4258	.6861
109	4011	.6891	115	4260	.6936
110	4151	.6966	116	4200	.8762
110	4153	.6891	116	4202	.8688
110	4155	.6891	116	4204	.8688
110	4157	.6966	116	4206	.8762
111	4000	.6891	117	4208	.8762
111	4002	.6816	117	4210	.8688
111	4004	.6816	117	4212	.8688
111	4006	.6891	117	4214	.8688
111	4008	.8762	117	4216	.8688
111	4010	.8762	117	4218	.8688

Bldg.	Unit/Address%	Ownership	Bldg.	Unit Address%	Ownership
			117	4220	.8762
112	4100	.8762			
112	4102	.8762	118	4262	.6936
112	4104	.6966	118	4264	.6861
112	4106	.6891	118	4266	.6861
112	4108	.6891	118	4268	.6861
112	4110	.6891	118	4270	.6861
112	4112	.6891	118	4272	.6861
112	4114	.6966	118	4274	.6936
113	4116	.6996	119	9488	.6891
113	4118	.6921	119	9490	.6816
113	4120	.6921	119	9492	.6816
113	4122	.6921	119	9494	.6816
113	4124	.6996	119	9496	.6816
			119	9498	.6891
114	4126	.6966			
114	4128	.6891			
114	4130	.6891			
114	4132	.6891			
114	4134	.6891			
114	4136	.6966			

8. *Use of the Common Elements*. Each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to his agents, servants, tenants, family members, customers, invitees and licensees. However, the Limited Common Elements serving exclusively a single Unit or one or more adjoining Units are hereby assigned to such Unit or Units and the use of such Limited Common Elements is reserved to the lawful Occupants of such Unit or Units. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, Declaration, By-Laws and rules and regulations of the Association. In addition, the Association shall have the authority to lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and By-Laws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the members of the Association, pursuant to such rules, resolutions or regulations as the Board may adopt or prescribe.

9. *Storage Areas and Parking Spaces*. The storage lockers, the above-ground parking spaces and garage parking spaces shall be part of the Common Elements and shall be allocated and re-allocated, from time to time, to the respective Unit Owners in such manner and subject to such rules and regulations as the Board may prescribe, and lockers and parking spaces not so allocated may be rented to Unit Owners in such manner as the Board may prescribe. Each Unit Owner shall be assigned at least one (1) above-ground parking space; the Unit Owners of Units 101-110, 201-210, and 301-310 shall be assigned one (1) storage locker per Unit by the Association. Available

underground garage parking spaces shall be rented by the Association to Unit Owners on a month-to-month basis.

10. *Common Expenses.* Each Unit Owner shall pay his proportionate share of the Common Expenses. Such proportionate share of the Common Expenses for each Unit Owner shall be in the same ratio as his percentage of ownership in the Common Elements. However, Unit Owners of Units 101-110, 201-210, 301-310 inclusive will be assessed an additional assessment, which shall cover expenses for the upkeep, maintenance, repair and decoration of the elevators and hallways located within that building only and shall also cover the expenses of the cost of gas used and separately metered for that building only. Such assessment shall be based upon a separate annual budget for such expenses, and shall be shared between such Unit Owners in the following percentages:

Unit Number	Percentage
104	3.1379
105	3.5494
106	3.1379
107	3.5494
108	3.1379
109	3.4465
110	3.1379
201	3.3744
202	3.0659
203	3.5802
204	3.1687
205	3.5802
206	3.1687
207	3.5802
208	3.1687
209	3.4774
210	3.1687
301	3.4054
302	3.0967
303	3.6111
304	3.1996
305	3.6111
306	3.1996
307	3.6111
308	3.1996
309	3.5082
310	3.1996

Payment of Common Expenses shall be in such amounts and at such times as determined in the manner provided in the By-Laws. No Unit Owner shall be exempt from payment of his proportionate share of the Common Expenses by waiver or non-use or non-enjoyment of the Common Elements or by abandonment of his Unit. If any Unit Owner shall fail or refuse to make any such payment of the

Doc Yr: 2023 Doc# 11351837 Page# 10 of 31

Common Expenses when due, the amount thereof together with interest thereon at the rate set in the Rules and Regulations, from and after the date said Common Expenses become due and payable, shall constitute a lien on Unit, as provided in the Act. 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, together with late fees, interest, cost of collection and actual attorneys' fees, 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 prorated and paid monthly, the assessments shall not be considered due until the respective installment 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.

11. *Mortgages and Other Liens.*

(a) Each Unit Owner shall have the right, subject to the provisions herein, to make or create, or cause to be made or created, any mortgage or other lien on or affecting his respective Unit together with his respective ownership interest in the Common Elements; provided however that, from the date this Declaration is recorded, no Unit Owner shall have the right or authority to make or create, or cause to be made or created, any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of his own Unit and the respective percentage interest in the Common Elements corresponding thereto.

(b) Subsequent to the recording of this Declaration, no liens of any nature shall be created or arise against any portion of the Property except against an individual Unit or Units. No labor performed or materials furnished with the consent or at the request of a particular Unit Owner shall be the basis for the filing of a mechanics' lien claim against any other Unit. If the performance of the labor or furnishing of the materials is expressly authorized by the Board, each Unit Owner shall be deemed to have expressly authorized and consented to such performance of labor and furnishing of materials, and each Unit Owner shall be liable for the payment of his Unit's proportionate share of any due and payable indebtedness, as set forth in the Act. A Unit Owner shall not be liable for any claims, damages, or judgments entered as a result of any action or inaction of the Board other than for mechanics' liens as set forth above. Each Unit Owner's liability for any judgment entered against the Board or the Association shall be limited to his proportionate share of the indebtedness, as set forth in the Act, whether collection is sought through assessment or otherwise.

12. *Separate Real Estate Taxes.* Real estate taxes, special assessments, and any other special taxes or charges of the State of Wisconsin or of any political subdivision thereof, or other lawful taxing or assessing body, which are authorized by law to be assessed and levied upon real property shall be separately assessed against and levied upon each Unit and its corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes, special assessments or charges for any year are not separately assessed and levied upon each Unit, but rather are assessed and levied upon the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership

Doc Yr: 2023 Doc# 11351837 Page# 11 of 31

interest in the Common Elements, and, in said event, such taxes shall be a Common Expense. Upon authorization of Unit Owners owning a majority of the total ownership of the Common Elements, by affirmative vote, in person or by proxy, at a meeting duly called for such purpose, the Board acting on behalf of all Unit Owners shall have the power to seek relief from or in connection with the assessment or levy of any such taxes, special assessments or charges, whether assessed and levied on each Unit separately or on the Property as a whole, and to charge and collect all expenses incurred in connection therewith as a Common Expense.

13. *Insurance.*

(a) **Property Damage Insurance.** The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightening, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Units and Unit upgrades or betterments, together will all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

(b) The Board shall also have authority to and shall obtain comprehensive public liability insurance, in such amounts as it deems desirable, and workmen's compensation and other liability insurance as it deems desirable, insuring the Unit Owners, individually and severally, any mortgagee of record, if any, the Association, its officers, directors and Board, the Declarant, and the Managing Agent, if any, and their respective employees and agents and all persons acting as their respective agents, from liability in connection with the ownership, existence, use or management of the Property. The Declarant shall be included as additional insured in its capacity as Unit Owner and Board member. The Unit Owners shall be included as additional insureds but only with respect to that portion of the premises not reserved for their exclusive use. **Additional Insurance.** In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

1. Worker's compensation insurance;

2. Liability insurance providing coverage in an amount not less than two million dollars ($2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;

3. Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

4. Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3)

Doc Yr: 2023 Doc# 11351837 Page# 12 of 31

months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

(c) In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary. Each such policy of insurance shall cover claims of one or more insured parties against other insured parties and shall also contain a waiver of subrogation rights by the insurer against such insured persons or entities. The Board shall notify all persons insured under any such public liability policy in the event of any cancellation thereof.

(d) **Unit Owner Insurance**. The Unit Owners shall be responsible for and shall obtain insurance coverage for the personal property within the Unit, and also for coverage for Building/Additions and Alterations/Improvements and Betterments (Coverage A), and loss assessment coverage, at a minimum limit of the Association's master policy deductible.

(e) **Insurance Deductible.** In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

14. *Casualty and Eminent Domain.*

(a) In the event of a fire or any other disaster causing loss, damage, or destruction to or of the Property, the proceeds of any policy insuring against the same and payable by reason thereof, if sufficient to reconstruct the Property, shall be applied to such reconstruction. As used throughout this Paragraph 14, reconstruction means restoration of the Property to substantially the same condition in which it existed prior to the fire or other disaster.

In the event of a partial or total damage or destruction of a Building or Buildings, 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 specifications as originally built, so as to be compatible 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 in 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 §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 Buildings shall be substantially the same as prior to 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 Section 13 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 cost of repair or reconstruction.

(b) In the event of a fire or any other disaster causing loss, damage, or destruction to or of the Property, if the Property is not insured against the peril causing the same or the proceeds of any policy insuring against the same and payable by reason thereof are insufficient to reconstruct the Property, then provision for partition of the Property from the provisions of the Act may be made by the affirmative vote of not fewer than three-fourths (3/4ths) of the Unit Owners voting at a meeting called for such purpose. Any such meeting shall be held within sixty (60) days following the final adjustment of insurance claims, if any. Otherwise such meeting shall be held within ninety (90) days after such fire or other disaster. Partitions shall be accomplished in accordance with Section 703.18 of the Act.

(c) In the event any portion of the Property is taken by eminent domain proceedings, provision for withdrawal from the provisions of the Act of such portion so taken may be made by the Board. Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the Common Elements appurtenant to such withdrawn Unit or portion shall be reallocated, with relief of responsibility or liability for payment of all or a portion of assessments therefor, and any condemnation award or other proceeds resulting from such proceeding shall be allocated and paid, in the manner following: Upon any such withdrawal of any Unit or portion thereof, the percentage of ownership in the Common Elements appurtenant thereto shall be reallocated among the remaining Units not so withdrawn on the basis of the relative percentages of ownership in the Common Elements appurtenant to each such remaining Unit. If only a portion of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to such Unit shall be reduced accordingly, upon the basis of the diminution in market value of such Unit, as determined by the Board. Any such proceeds shall be allocated, on the basis of square footage withdrawn or such other equitable basis as the Board may determine, among the Units or portions thereof, the portions of the Limited Common Elements, and the portions of the Common Elements, other than the Limited Common Elements, withdrawn. As compensation for such withdrawals, (i) any such proceeds allocated to withdrawn Units or portions thereof shall be applied in payment to the Unit Owners thereof in proportion to their relative percentages of ownership in the Common Elements appurtenant to such withdrawn Units, or portions thereof; (ii) any such proceeds allocated to withdrawn portions of the Limited Common Elements shall be applied in payment to the Unit Owners entitled to their use in proportion to their relative percentages of ownership in the Common Elements appurtenant to the Units served by such Limited Common Elements; and (iii) any such proceeds allocated to withdrawn portions of the Common Elements, other than Limited Common Elements, shall be applied in payment to all Unit Owners in proportion to their relative percentages of ownership in the Common Elements. Upon withdrawal of any Unit or portion thereof, the Unit Owner thereof shall be relieved of any further responsibility or liability for the payment of any assessments therefor, if the entire Unit is withdrawn, or for the payment of a portion of such assessments proportional to the diminution in square footage of such Unit, if only a portion of the Unit is withdrawn.

(d) The provisions of this Paragraph 14 15 shall be subject to the rights, if any, of the holders of mortgages on the Property or any part thereof or on any or all of the Units and the

Doc Yr: 2023 Doc# 11351837 Page# 14 of 31

Common Elements appurtenant thereto. The withdrawal and reapportionment contemplated by subparagraph 14(c) above shall be effective upon execution and recordation of an amendment to this Declaration, and an amended Plat, in accordance with the provisions of subparagraph 24(b) below. No provision contained herein shall give a Unit Owner or any other party priority over the first mortgage of a Unit in the event of a distribution of the insurance proceeds covering losses from damage or destruction or a taking of a Unit, Units or the Common Elements by condemnation or eminent domain.

15. *Maintenance, Repairs and Replacements.* Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit. Maintenance of, repairs to and replacements within the Common Elements shall be the responsibility of and shall be furnished by the Association. The cost of maintenance of, repairs to and replacements within the Common Elements shall be part of the Common Expenses, subject to the By-Laws and the rules and regulations of the Association. However, at the discretion of the Board, maintenance of, repairs to and replacements within the Limited Common Elements may be assessed in whole or in part to Unit Owners benefitted thereby or who occasioned some act, by neglect or misuse, and further, at the discretion of the Board, the Board may direct such Unit Owners to arrange for such maintenance, repairs and replacement in the name and for the amount of such Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and sub-contractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

If, due to the act or neglect of a Unit Owner, or of his agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacement is required, the cost of which would otherwise be a Common Expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association, to the extent not covered by the Association's insurance, and may be assessed therefor by the Association.

The authorized representatives of the Association or Board, or the authorized representatives of the Managing Agent, with approval of the Board, shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or the Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements or any equipment, facilities or fixtures affecting or serving other Units, the Common Elements or the Limited Common Elements or to make any alteration required by any governmental authority.

16. *Alterations, Additions or Improvements.*

(a) Except as provided in subparagraph 16(b) below, no alteration of any Common Elements, or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board. The Board may authorize and charge as Common Expenses alterations, additions and improvements of the Common Elements as provided in the By-Laws. Any Unit Owner may make alterations, additions or improvements within the Unit of the Unit Owner without the prior written approval of the Board, but such Unit Owner shall be

responsible for any damage to other Units, the Common Elements, the Property, or any part thereof, resulting from such alterations, additions or improvements.

(b) That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together, (including, without limitation portions of any hallway and any walls) may be altered to afford ingress and egress to and from such Units and to afford privacy to the Occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided (i) such alterations shall not weaken, impair, or endanger any of the Common Elements or any Unit; (ii) the Unit Owner or Owners desiring to make such alterations shall notify the Board of the nature thereof not later than ten (10) days prior to commencing work; (iii) the expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alteration; (iv) such Unit Owner or Owners shall pay in full the expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; and (v) such alteration shall not interfere with use and enjoyment of the Common Elements (other than the aforesaid part of the Common Elements separating such adjacent Units), including without limitation, reasonable access and ingress to and egress from the other Units in any hallway affected by any such alteration.

17. *Decorating.* Each Unit Owner, at his own expense, shall furnish and be responsible for all decorating within his own Unit and within the Limited Common Elements serving his Unit, as may be required from time to time, including, but not limited to, painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floor and ceilings of his Unit, and such Unit Owner shall maintain said interior surfaces in good condition at his sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the rules and regulations of the Association, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he may see fit and at his sole expense. Decorating of the Common Elements (other than interior surfaces within the Units, as above provided and other than of Limited Common Elements) and any redecorating of Units, to the extent such redecorating of Units is made necessary by damage to Units caused by maintenance, repair or replacement of the Common Elements by the Association, shall be furnished by the Association as part of the Common Expenses. The interiors of all windows forming part of a perimeter wall of a Unit shall be cleaned and washed at the expense of the Unit Owner of that Unit.

18. *Encroachments.* If any portion of the Common Elements encroaches upon any Unit, any Unit encroaches upon any portion of the Common Elements, or any Unit encroaches upon another Unit, as the Common Elements and Units are shown by the surveys comprising the Plat, there shall be deemed to exist valid mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachment, so long as the same shall exist; provided, however, that no such easement shall arise in favor of any Unit Owner if the encroachment interferes with the structural integrity of any of the Common Elements or the use and enjoyment thereof by other Unit Owners; and provided, further, that no such easement shall arise in favor of any Unit Owner who creates an encroachment by his intentional, willful, or negligent conduct or that of his agent.

Doc Yr: 2023 Doc# 11351837 Page# 16 of 31

19. *Transfer of a Unit.*

(a) Subject to subparagraph 19(b) below, and subject to additional leasing restrictions as may be set forth in the Bylaws, a Unit Owner may sell, give, devise, lease or otherwise transfer his Unit, or any interest therein. Notice of any such transfer shall be given to the Board within five (5) days following consummation of such transfer or, in the case of any transfer pursuant to Paragraphs 20 or 21 hereof, the requirements of said Paragraphs shall apply to such transfer.

(b) No Unit, or interest therein, shall be leased by a Unit Owner for a term greater than one (1) years. A copy of every such lease, as and when executed, shall be furnished to the Board. The lessee under every such lease shall be bound by and subject to all of the obligations, under the Declaration and By-Laws, of the Unit Owner making such lease and the lease shall expressly so provide. The Unit Owner making such lease shall not be relieved thereby from any of said obligations. Every such lease shall also expressly provide that the Association may exercise against the lessee thereunder any and all remedies available to the Association under Paragraph 23 of this Declaration, including, but not limited to, the right to take possession of the Unit, or of the interest therein, leased thereunder.

(c) The Board shall have the power and authority to bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a mortgage foreclosure, , or an order or direction of a court, or at any other involuntary sale other than a foreclosure for the lien for Common Expenses under the Act, upon the consent or approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Element. Such consent shall set forth a maximum price which the Board or its duly authorized agent may bid and pay for said Unit or interest therein.

(d) The Board shall have authority to make such mortgage arrangements and special assessments proportionately among the respective Unit Owners, and other financing arrangements, as the Board may deem desirable, in order to close and consummate the purchase or lease of a Unit, or interest therein, by the Association. However, no such financing arrangement may be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased or leased, and the percentage interest in the Common Elements appurtenant thereto.

(e) The Association shall hold title to or lease any Unit, pursuant to the terms hereof, in the name of the Association, or a nominee thereof delegated by the Board, for the sole benefit of all Unit Owners. The Board shall have the authority at any time to lease or sublease said Unit on behalf of the Association upon such terms as the Board shall deem desirable.

(f) All notices referred to or required under this Paragraph 19 shall be given in the manner provided in this Declaration for the giving of notices.

(g) The Board may adopt rules and regulations, from time to time, not inconsistent with the provisions of this Paragraph 19, for the purpose of implementing and effectuating said provisions.

(h) Unless otherwise provided in this Declaration or the By-Laws, in the event of any transfer of a Unit, or any interest therein, the transferee shall be jointly and severally liable with

the transferor for all unpaid assessments of the transferor accrued and payable prior to the date of transfer.

(i) Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to two months' installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

1. When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;

2. When the transfer is solely between spouses and/or domestic partners;

3. When the transfer is solely between a parent and his, her or their child; and

4. When the transfer is to or from the Association.

20. *Transfer of Limited Common Elements.* The use of Limited Common Elements may be transferred between Unit Owners having rights thereto at their expense, provided that such transfer is made in compliance with the Act and the requirements of this Paragraph 20. Rights and obligations with respect to any of the Limited Common Elements shall not be affected, nor shall any transfer thereof be effective, unless such transfer is in compliance with the requirements of this Paragraph 20. Each such transfer shall be made by an amendment to this Declaration executed by all Unit Owners who are parties to the transfer and consented to by their mortgagees and all other Unit Owners who have any right to use the Limited Common Elements affected thereby. Such amendment shall contain a certificate showing that a copy of the amendment has been delivered to and approved in writing by the Board, and shall contain a statement from the Unit Owners involved in the transfer setting forth any reapportionment of their respective percentages of ownership in the Common Elements resulting therefrom, the aggregate sum of which percentage interests shall not thereby change. If such Unit Owners cannot agree upon such reapportionment, the Board shall make such reapportionment. No such transfer shall be effective until such amendment is recorded. This paragraph shall not be amended, changed or modified without the prior written consent of all holders of recorded mortgages or trust deeds encumbering any one or more Units in the Building at the time of such amendment, modification or rescission.

21. *Subdivision or Combination of Units.* Subject to the provisions of the Act and all other governmental laws, ordinances, rules and regulations, a Unit may be subdivided by the Unit Owner thereof into two or more separate new Units, a Unit or any portion thereof may be transferred by the Unit Owner thereof to the Unit Owner of a Unit or Units adjacent thereto, and may be combined with such adjacent Unit or Units, and made a part thereof, for use together with such adjacent Unit or Units (thereby forming a new larger Unit), and the Common Elements affected by such subdivision or transfer and combination may be located or relocated, as required to effect such subdivision or transfer and combination, provided that such subdivision or transfer and combination

is made in compliance with the following provisions. No rights and obligations with respect to any Unit shall be affected, no percentage of ownership in the Common Elements shall be reallocated, and no such subdivision or transfer and combination shall be effective, unless the same is expressly provided for in this Paragraph 21 and unless the same is made in compliance with the requirements of this Paragraph 21. The Unit Owner or Unit Owners desiring to make such subdivision or transfer and combination shall make written application to the Board requesting an amendment to this Declaration (including the Plat) and containing (i) identification of the affected Unit or Units and the affected Common Elements and (ii) a proposed reallocation to the new Units to be created by such proposed subdivision or transfer of the percentage of interest in the Common Elements appurtenant to such affected Unit or Units; and (iii) setting forth whether the Limited Common Elements serving such affected Unit or Units should be assigned to each new Unit or to fewer than all of the new Units to be created by the proposed subdivision or transfer. Any Unit Owner desiring to alter any part of the Common Elements separating and located between and exclusively serving one or more Units to be transferred and combined pursuant to the provisions of this Paragraph 21 shall in addition comply with the applicable provisions of subparagraph 16(b) above.

Upon receipt of the written application, the President of the Association shall give written notice to all other Unit Owners advising of the proposed reallocation of boundaries, stating the Units involved in the reallocation and the proposed reallocation of votes and undivided ownership interest in the Common Elements. The notice to Unit Owners shall be delivered within ten (10) days after the written application is received. The Board of Directors of the Association shall meet to consider the reallocation no earlier than thirty (30) days after the notice is given to the Unit Owners and no later than sixty (60) days after the written application is received.

No such proposed subdivision or transfer and combination shall be effective unless first approved in writing by a majority of members of the Board, which approval shall not be unreasonably withheld. If so approved by the Board, such proposed subdivision or transfer and combination shall be effective upon a recording of an amendment to this Declaration, consistent with and reflecting said subdivision or transfer and combination, and executed by the Unit Owner or Owners and the mortgagees of the Units involved therein, together with an amended Plat, in accordance with the Act, and the provisions of subparagraph 24(b) below. Any expenses incurred in connection with accomplishing any such subdivision or transfer and combination, as provided hereunder, including without limitation, attorneys' fees, shall be paid by the Unit Owners of the Units involved, and such Unit Owners shall be jointly and severally liable for the payment thereof. This paragraph shall not be amended, changed or modified without the prior written consent of all holders of recorded mortgages or trust deeds encumbering any one or more Units in the Building at the time of such amendment, modification or rescission.

22. *Use and Occupancy Restrictions.*

(a) Subject to the provisions of the By-Laws, no part of the Property may be used for purposes other than residential housing and the related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence or such other use permitted by this Declaration, and for no other purpose, except that a professional or quasi-professional Occupant using a Unit as a residence may also use that Unit as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not, however, be construed in such manner as to prohibit an Occupant from

(i) maintaining his personal professional library; (ii) keeping his personal business or professional records or accounts; or (iii) handling his personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incident to the principal residential use and not in violation of said restrictions.

(b) The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees and licensees and shall be used only for access and ingress to and egress from the respective Units and for such other purposes incidental to use of the Units; provided, however, areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operation of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession, license or easement presently in existence or entered into by the Board at some future time affecting any part or all of said Common Elements.

23. *Remedies.* In the event of any violation of the provisions of the Act, Declaration, By-Laws or rules and regulations of the Board or Association by any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit), the Association, or its successors or assigns, or the Board, or its agents, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, By-Laws, or said rules and regulations, or which may be provided or permitted at law or in equity, including assessing fines for the violation until it is cured/remedied, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Association in connection with any such actions or proceedings, including court costs and attorneys' fees and other fees and expenses and all damages, liquidated or otherwise, together with interest thereon at the rate set in the Rules and Regulations until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of his respective share of the Common Expenses, and the Association shall have a lien for all of the same, as well as for non-payment of his respective share of the Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of his additions and improvements thereto In the event of any such default by any Unit Owner, the Board and the manager of Managing Agent, if so authorized by the Board, shall have the authority to correct such default, and to do whatever may be necessary for such purpose and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner, together with interest thereon at the rate aforesaid, and any fines or other charges assessed by the Board, including any attorneys' fees incurred by the Board due to the default. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Board.

The violation of any provisions of the Act, this Declaration, the By-Laws or the rules and regulations of the Association by any Unit Owner (either by his own conduct or by the conduct of any Occupant of his Unit) shall give the Board, and its employees and agents, the right, in addition to any other rights provided for in this Declaration; (a) to fine the Unit Owner/resident in accordance with the Rules and Regulations; (b) to enter upon the Unit, or any portion of the Property upon which, or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon

Doc Yr: 2023 Doc# 11351837 Page# 20 of 31

contrary to the intent and meaning of the provisions of the Act, this Declaration, the By-Laws or such rules and regulations, as the case may be, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; and/or (c) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

24. *Amendment.*

(a) Subject to the requirements of this Paragraph 24, and of Paragraph 10 and Paragraph 23 above, and except as otherwise provided in subparagraphs 14(b) and (c) and Paragraphs 20 and 21 above, and subparagraphs 24(b) and (c) below, and of the Act, the provisions of this Declaration may be amended, modified or rescinded by a resolution setting forth such amendment, modification or rescission and duly adopted with the written consent of not less than sixty-seven percent (67%) of the Unit Owners and mortgagees. All holders of a recorded mortgage encumbering any one or more Units in the Building shall be notified by certified mail of any such amendment, modification or rescission to the extent the same is required by the Act. No such amendment, modification or rescission shall change the boundaries of any Unit, the undivided interest in the Common Elements appurtenant to any Unit, the number of votes in the Association allocated to any Unit, or the liability for Common Expenses appertaining to any Unit, except to the extent authorized by this Declaration or by the Act.

(b) Where the provisions of either subparagraphs 14(b) or (c) have been complied with, relating to casualty or eminent domain, or the provisions of Paragraph 21 have been complied with, relating to subdivision or transfer and combination of Units, or the provisions of Paragraph 20 have been complied with, relating to the transfer of Limited Common Elements, the Secretary of the Association shall execute and record an amendment to this Declaration setting forth all pertinent aspects of the events or transaction resulting in such amendment, and identifying the Units involved in said events or transaction, and specifying any resultant reapportionment of percentages of ownership in the Common Elements, and shall concurrently therewith record an amended Plat depicting the same and conforming to the requirements of the Act; provided however that any such amendment to this Declaration or amended Plat shall be prepared at the expense of the Unit Owners affected thereby if made pursuant to Paragraphs 20 or 21 or subparagraphs 24(b) and (c) hereof.

(c) If the Act, this Declaration, or the By-Laws require the consent or agreement of all Unit Owners, all Lenders and/or of all holders of a recorded mortgage encumbering any one or more Units in the Building, or both, for any action specified in the Act or in this Declaration, then any instrument amending, modifying or rescinding any provision of this Declaration with respect to such action shall be signed by all Unit Owners, all such Lenders and/or all such lien holders, or both, as the case may be, as required by the Act, this Declaration, or the By-Laws.

(d) Any amendment, modification or rescission of this Declaration pursuant to this Paragraph 24 or any other provision of this Declaration or of the Act shall be valid and effective only upon the recording thereof, together with an amended Plat it required hereby or by the Act, in the Office of the Register of Deeds for Milwaukee County, Wisconsin. This Declaration may not be amended, modified, or rescinded so as to conflict with the provisions of the Act.

25. *Notices.* Notices provided for in the Act, Declaration or By-Laws shall be in writing, and shall be addressed to the Association or Board, or any Unit Owner, as the case may be, at the

address of the Association's principal office as stated on file with the Wisconsin Department of Financial Institutions or at such other address as hereinafter provided. Any Unit Owner may designate a different address for notices to him by giving written notice to the Association. Notices addressed as above shall be deemed delivered two (2) business days after mailing by United States first class, registered or certified mail, or when delivered in person or via email.

Upon written request to the Board, the holder of any recorded mortgage encumbering any one or more Units in the Building shall be given a copy of all notices permitted or required by this Declaration, the By-Laws or the Act to be given to the Unit Owner or Owners whose Unit is subject to such mortgage.

26. *Rights of Mortgagees.*

(a) Each of the following actions shall require the prior written approval of all holders or owners of a recorded mortgage constituting a first mortgage lien on any one or more Units as of the date such action is taken:

1. Removal of the Property from the provisions of the Act, except for removal provided by law in the case of destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; and

2. Any amendment to this Declaration which changes the percentage interest of the Unit Owners in the Common Elements, except amendments made pursuant to Paragraphs 14 and 16 hereof.

(b) Upon written request, any holder or owner of a recorded mortgage constituting a first mortgage lien on any one or more Units (herein called a "First Mortgagee") shall be entitled to (i) inspect the books and records relating to the Property during normal business hours, upon reasonable notice; (ii) receive a copy of the annual financial statement of the Association which is prepared for the Association and distributed to Unit Owners; (iii) written notice of all meetings of the Association and shall be permitted to designate a representative to attend all such meetings; (iv) notice of any default in the obligations hereunder of the Unit Owner or Owners of such Unit or Units encumbered by such first mortgage lien, not cured within thirty (30) days after notice of such default has been sent to such Unit Owner or Owners by the Association; (v) notice of any material amendment to this Declaration or the Articles of Incorporation of the Association. However, the Association's failure to provide any of the foregoing to a First Mortgagee who has so requested same shall not affect the validity of any action or decision which is related to the foregoing.

27. *Headings.* The headings of paragraphs and sections in this Declaration and the By-Laws are for convenience or reference only and shall not in any way limit or define the content or substance of such paragraphs and sections.

28. *Number and Gender.* As used in this Declaration, the singular shall include the plural, and masculine, feminine, and neuter pronouns shall be fully interchangeable, where the context so requires.

29. *Severability.* If any provision of the Declaration or By-Laws, or any section, sentence, clause, phrase, word, or the application thereof in any circumstances, is held invalid, the validity of

the remainder of this Declaration and the By-Laws and of the application of any such provision, section, clause, phrase or word in any other circumstances shall not be affected thereby and the remainder of this Declaration or the By-Laws shall be construed as if such invalid part was never included therein.

30. *Rights and Obligations.* Each grantee, by the acceptance of a deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration. All rights, benefits and privileges of every character hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the Parcel, the Property, or any portion thereof, and shall inure to the benefit of such grantee in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance.

31. *Resident Agent.* The Resident Agent for the Condominium shall be Lawdock, Inc., 780 North Water Street, Milwaukee, Wisconsin 53202, or such other person or entity as may be designated from time to time as the Registered Agent for the Association by the Board of Directors of the Association, which designation shall be filed with the Wisconsin Department of Financial Institutions.

Doc Yr: 2023 Doc# 11351837 Page# 23 of 31

This Second Amended and Restated Declaration complies with the requirements of the Declaration at Section 24, and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than seventy-five percent (75%) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Amended and Restated Declaration of Condominium for Cherrywood Village Condominiums this 13th day of July, 2023.

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Denise O'Brien
Denise O'Brien, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This document was acknowledged before me by Denise O'Brien, as President of Cherrywood Village Condominium Association, Inc. on this 13th day of July, 2023.

NICOLE L. MAHSEM
Notary Public
State of Wisconsin

Notary Public, State of Wisconsin
Name: Nicole L. Mahsem
My Commission Expires: 02-27-2027

EXHIBIT A

Legal Description

Units 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 301, 302, 303, 304, 305, 306, 307, 308, 309 and 310 in Building 9500, Units 9502, 9504, 9506, 9508, 9510 and 9512 in Building 100, Units 4209, 4211, 4213, 4215, 4217, 4219 and 4221 in Building 101, Units 4263, 4265, 4267, 4269, 4271, 4273 and 4275 in Building 102, Units 4201, 4203, 4205 and 4207 in Building 103, Units 4251, 4253, 4255m 4257, 4259 and 4261 in Building 104, Units 4131, 4133, 4135, 4137, 4139 and 4141 in Building 105, Units 4121, 4123, 4125, 4127 and 4129 in Building 106, Units 4109, 4111, 4113, 4115, 4117 and 4119 in Building 107, Units 4101, 4103, 4105 and 4107 in Building 108, Units 4001, 4003, 4005, 4007, 4009 and 4011 in Building 109, Units 4151, 4153, 4155 and 4157 in Building 110, Units 4000, 4002, 4004, 4006, 4008 and 4010 in Building 111, Units 4100, 4102, 4104, 4106, 4108, 4110, 4112 and 4114 in Building 112, Units 4116, 4118, 4120, 4122 and 4124 in Building 113, Units 4126, 4128, 4130, 4132, 4134 and 4136 in Building 114, Units 4250, 4252, 4254, 4256, 4258 and 4260 in Building 115, Units 4200, 4202, 4204 and 4206 in Building 116, Units 4208, 4210, 4212, 4214, 4216, 4218 and 4220 in Building 117, Units 4262, 4264, 4266, 4268, 4270, 4272 and 4274 in Building 118 and Units 9488, 9490, 9492, 9494, 9496 and 9498 in Building 119 in the Cherrywood Village Condominium(s) created by a "Declaration of Condominium" recorded on October 20, 1980, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 5433943, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the Village of Brown Deer, County of Milwaukee, Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
0110382000	9488 N. Green Bay Road
0110383000	9490 N. Green Bay Road
0110384000	9492 N. Green Bay Road
0110385000	9494 N. Green Bay Road
0110386000	9496 N. Green Bay Road
0110387000	9498 N. Green Bay Road
0110242000	9500 N. Green Bay Road, Unit 101
0110243000	9500 N. Green Bay Road, Unit 102
0110244000	9500 N. Green Bay Road, Unit 103
0110245000	9500 N. Green Bay Road, Unit 104
0110246000	9500 N. Green Bay Road, Unit 105
0110247000	9500 N. Green Bay Road, Unit 106
0110248000	9500 N. Green Bay Road, Unit 107
0110249000	9500 N. Green Bay Road, Unit 108
0110250000	9500 N. Green Bay Road, Unit 109
0110251000	9500 N. Green Bay Road, Unit 110
0110252000	9500 N. Green Bay Road, Unit 201
0110253000	9500 N. Green Bay Road, Unit 202
0110254000	9500 N. Green Bay Road, Unit 203
0110255000	9500 N. Green Bay Road, Unit 204
0110256000	9500 N. Green Bay Road, Unit 205
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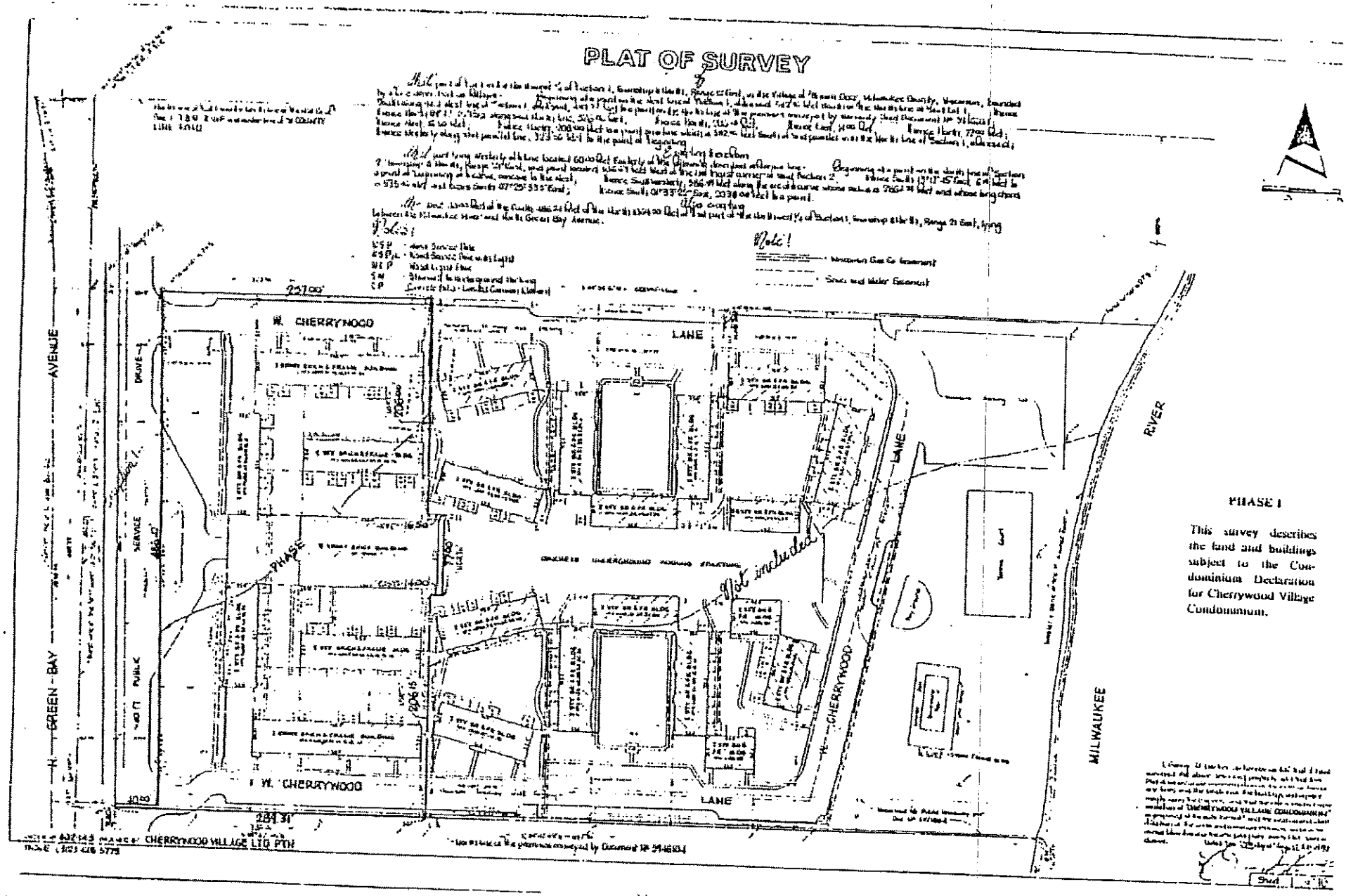
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011261000	9500 N. Green Bay Road, Unit 210
0110262000	9500 N. Green Bay Road, Unit 301
0110263000	9500 N. Green Bay Road, Unit 302
0110264000	9500 N. Green Bay Road, Unit 303
0110265000	9500 N. Green Bay Road, Unit 304
0110266000	9500 N. Green Bay Road, Unit 305
0110267000	9500 N. Green Bay Road, Unit 306
0110268000	9500 N. Green Bay Road, Unit 307
0110269000	9500 N. Green Bay Road, Unit 308
0110270000	9500 N. Green Bay Road, Unit 309
0110271000	9500 N. Green Bay Road, Unit 310
0110272000	9502 N. Green Bay Road
0110273000	9504 N. Green Bay Road
0110274000	9506 N. Green Bay Road
0110275000	9508 N. Green Bay Road
0110276000	9510 N. Green Bay Road
0110277000	9512 N. Green Bay Road
0110333000	4000 W. Cherrywood Lane
011323000	4001 W. Cherrywood Lane
0110334000	4002 W. Cherrywood Lane
0110324000	4003 W. Cherrywood Lane
0110335000	4004 W. Cherrywood Lane

0110325000	4005 W. Cherrywood Lane
0110336000	4006 W. Cherrywood Lane
0110326000	4007 W. Cherrywood Lane
0110337000	4008 W. Cherrywood Lane
0110327000	4009 W. Cherrywood Lane
0110338000	4010 W. Cherrywood Lane
0110328000	4011 W. Cherrywood Lane
0110339000	4100 W. Cherrywood Lane
0110319000	4101 W. Cherrywood Lane
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0110320000	4103 W. Cherrywood Lane
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0110321000	4105 W. Cherrywood Lane
0110342000	4106 W. Cherrywood Lane
0110322000	4107 W. Cherrywood Lane
0110343000	4108 W. Cherrywood Lane
0110313000	4109 W. Cherrywood Lane
0110344000	4110 W. Cherrywood Lane
0110314000	4111 W. Cherrywood Lane
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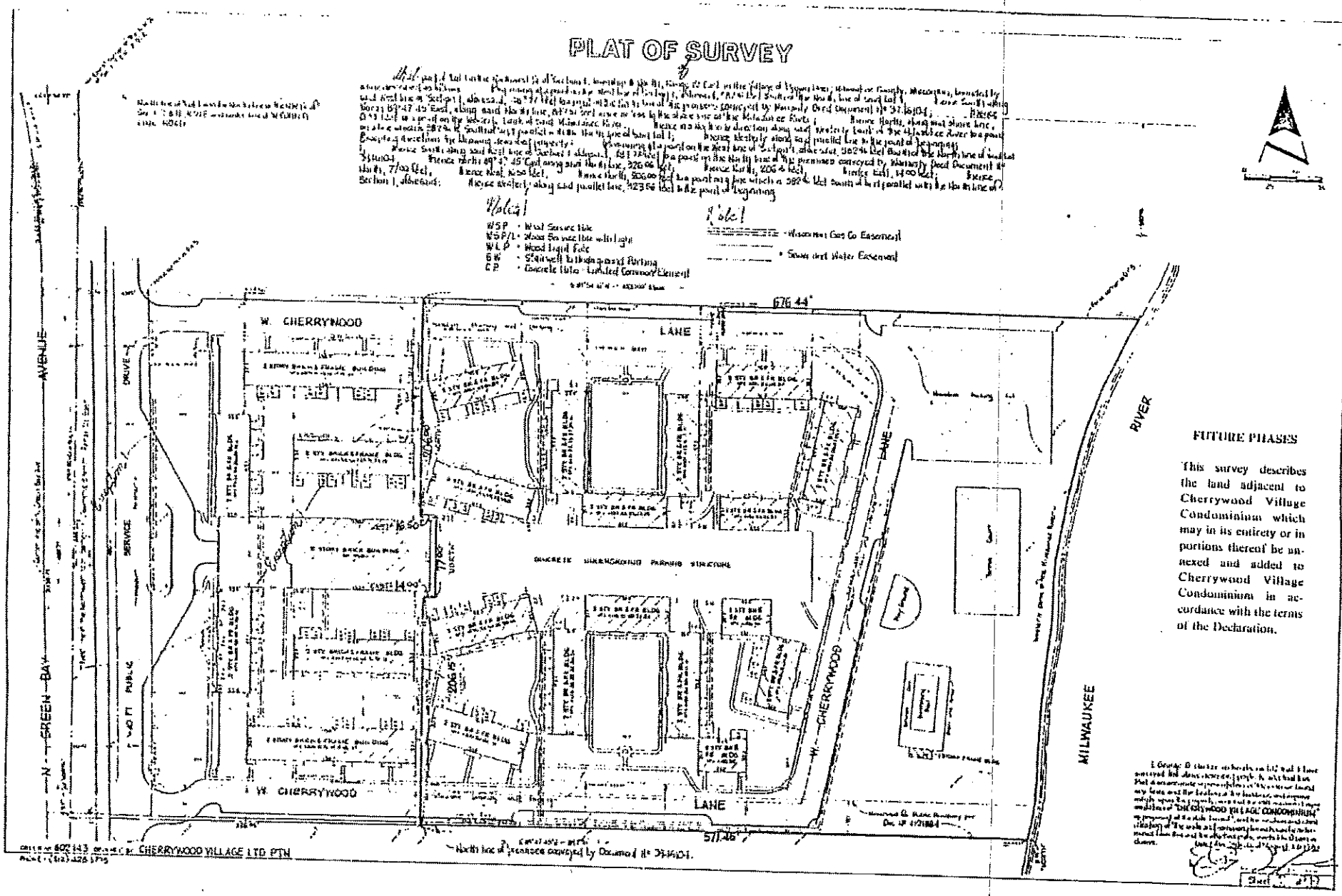
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0110294000	4205 W. Cherrywood Lane
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0110295000	4207 W. Cherrywood Lane
0110368000	4208 W. Cherrywood Lane
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0110279000	4211 W. Cherrywood Lane
0110370000	4212 W. Cherrywood Lane
0110280000	4213 W. Cherrywood Lane
9119361999	4214 W. Cherrywood Lane
0110281000	4215 W. Cherrywood Lane
0110372000	4216 W. Cherrywood Lane
0110282000	4217 W. Cherrywood Lane
0110373000	4218 W. Cherrywood Lane
0110283000	4219 W. Cherrywood Lane
0110374000	4220 W. Cherrywood Lane
0110284000	4221 W. Cherrywood Lane
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0110296000	4251 W. Cherrywood Lane

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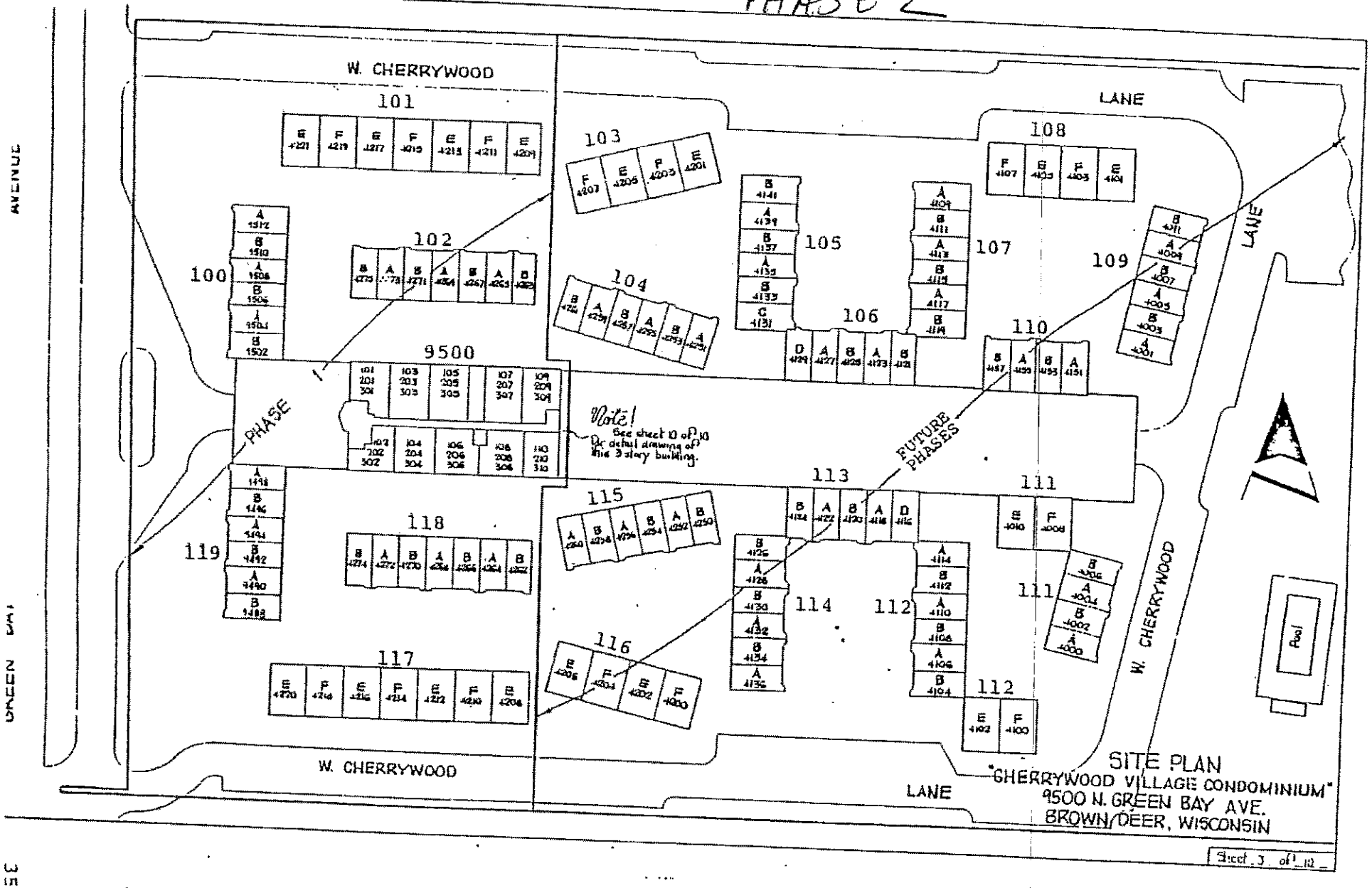


Cherrywood Village Condominium Plu


PLAT OF SURVEY
W. CHERRYWOOD
LANE
W. CHERRYWOOD
LANE
676.44
517.46
N. GREEN BAY AVENUE
SERVICE DRIVE
PUBLIC
W. CHERRYWOOD
MILWAUKEE
RIVER
FUTURE PHASES
This survey describes the land adjacent to Cherrywood Village Condominium which may in its entirety or in portions thereof be annexed and added to Cherrywood Village Condominium in accordance with the terms of the Declaration.
W. CHERRYWOOD VILLAGE LTD PTN

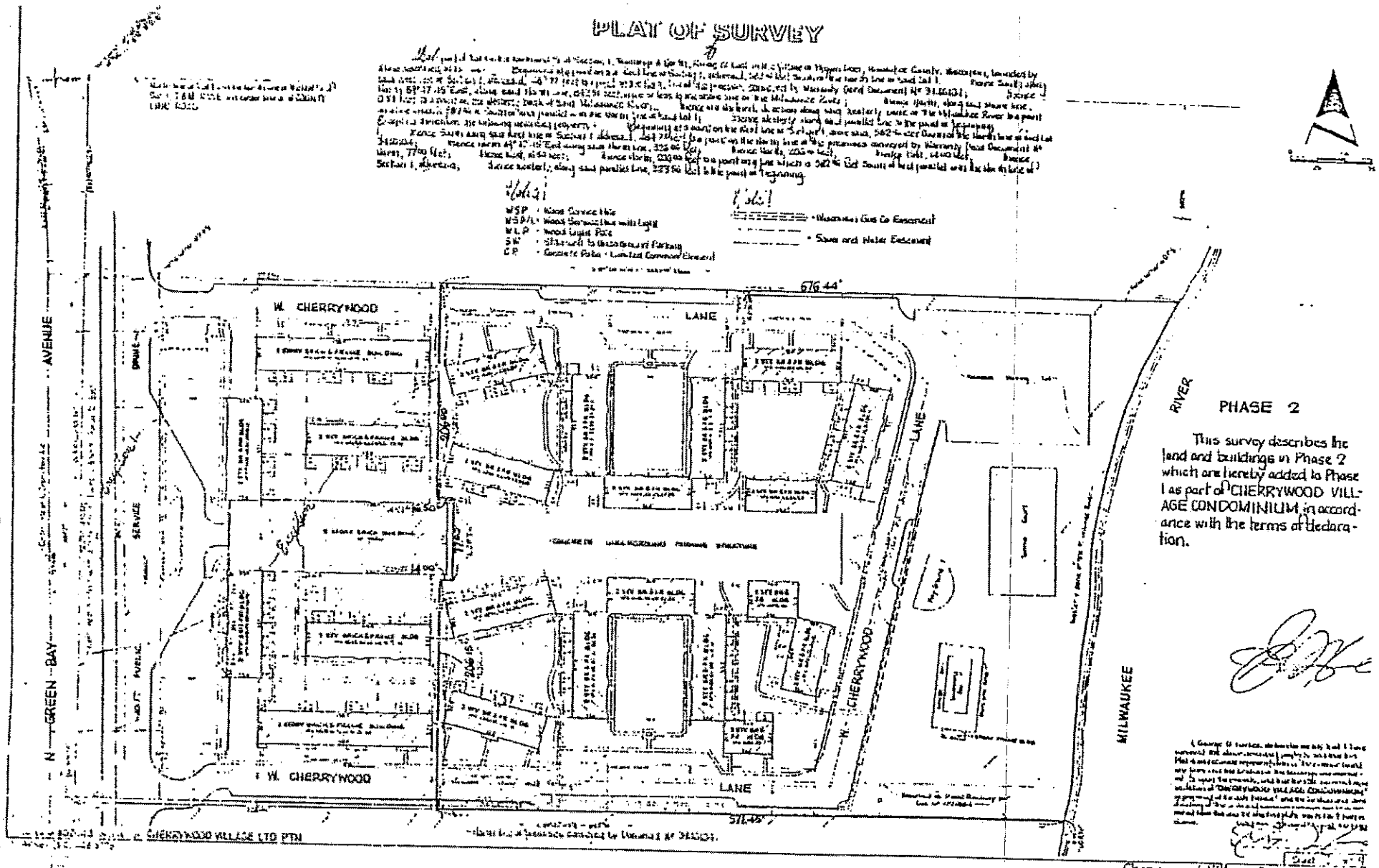
PHASE 1

PHASE 2



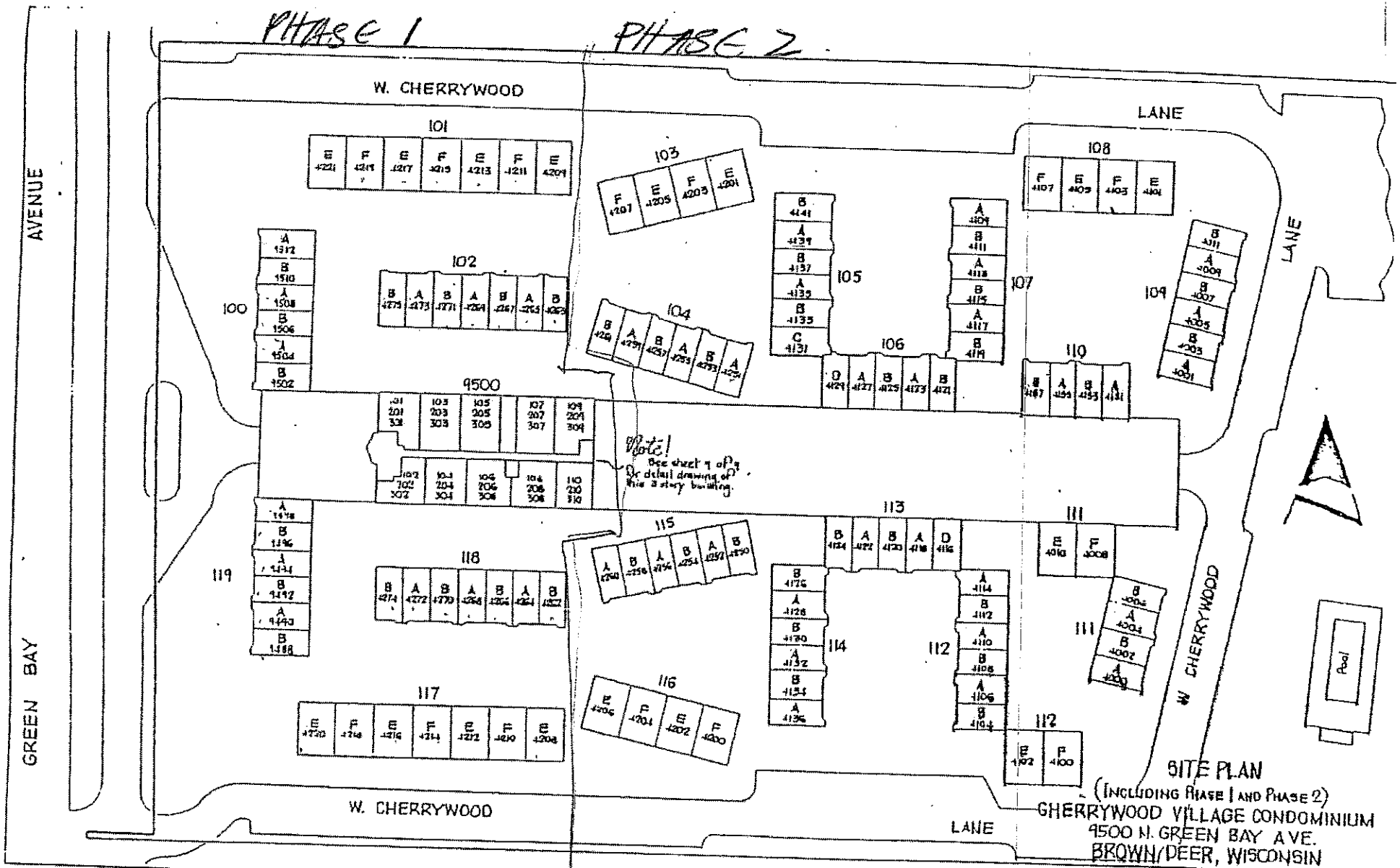
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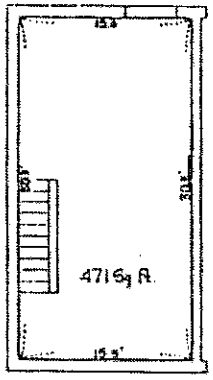
PLAT OF SURVEY



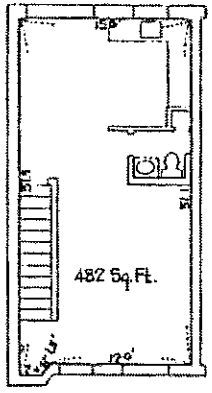
PHASE 2

This survey describes the land and buildings in Phase 2 which are hereby added to Phase I as part of CHERRYWOOD VILLAGE CONDOMINIUM in accordance with the terms of Declaration.

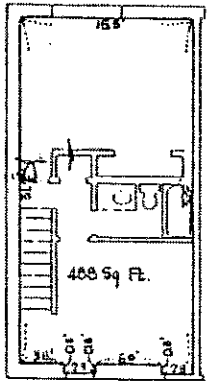

PHASE 1
PHASE 2
W. CHERRYWOOD
LANE
AVENUE
GREEN BAY
W. CHERRYWOOD
LANE
W. CHERRYWOOD
LANE
9500
Note!
See sheet 1 of 2 for detail drawing of this 3 story building.
Pool
SITE PLAN
(INCLUDING PHASE I AND PHASE 2)
CHERRYWOOD VILLAGE CONDOMINIUM
9500 N. GREEN BAY AVE.
BROWN DEER, WISCONSIN



BASEMENT



FIRST FLOOR

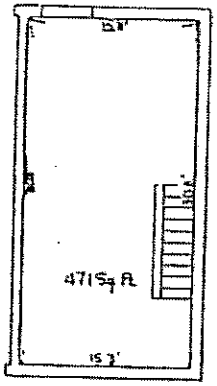


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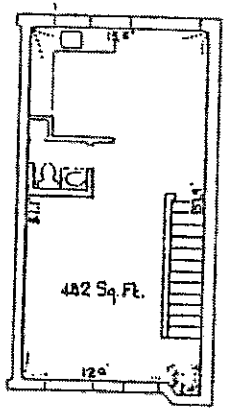
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CHERRYWOOD VILLAGE CONDOMINIUM
9500 N. GREEN BAY AVE.
BROWN DEER, WISCONSIN

Graphic Scale: Date: August 29, 1980

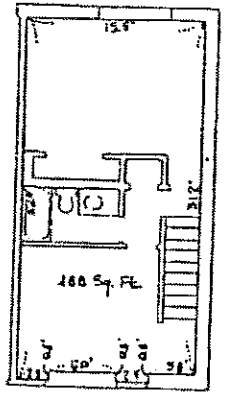
Sheet 3 of 9



BASEMENT



FIRST FLOOR



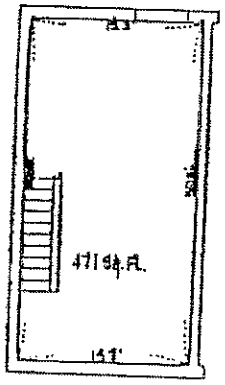
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BROWN DEER, WISCONSIN

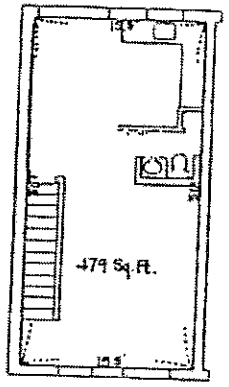
Graphic Scale: 1" Date: August 21, 1980

Sheet 4 of 4

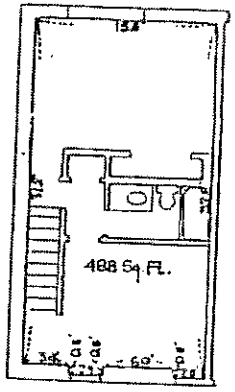
Cherrywood Village Condominium Plat
Page 4



BASEMENT



FIRST FLOOR

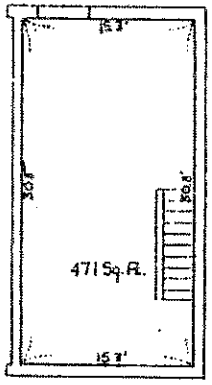


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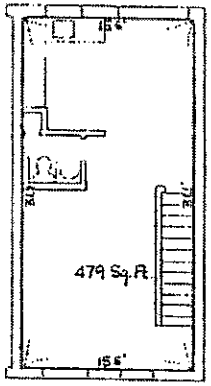
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CHERRYWOOD VILLAGE CONDOMINIUM
9500 N. GREEN BAY AVE.
BROWN DEER, WISCONSIN

Graphic Scale: 1" Date: August 21, 1980

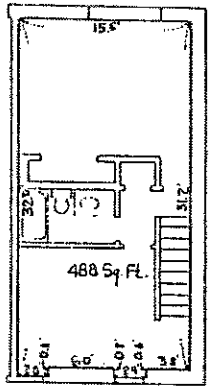
Sheet 5 of 9



BASEMENT



FIRST FLOOR



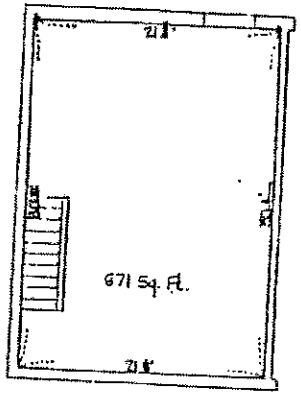
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UNIT TYPE D
CHERRYWOOD VILLAGE CONDOMINIUM
9500 N. GREEN BAY AVE.
BROWN DEER, WISCONSIN

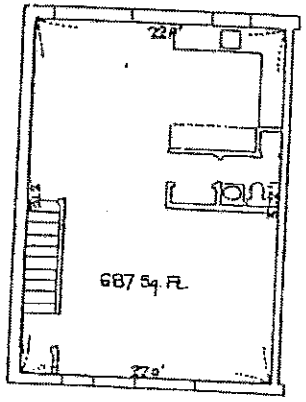
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Sheet 6 of 9

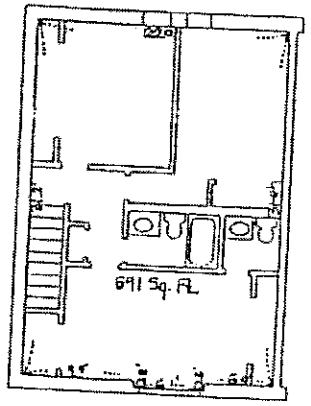
Cherrywood Village Condominium Plat
Page 6



BASEMENT



FIRST FLOOR



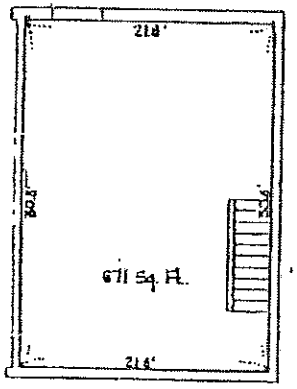
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UNIT TYPE E

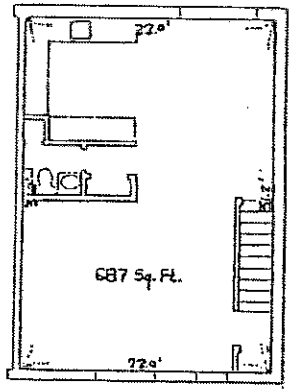
CHERRYWOOD VILLAGE CONDOMINIUM
9500 N. GREEN BAY AVE.
BROWN DEER, WISCONSIN

Graphic Scale: 1" Date: August 29, 1980

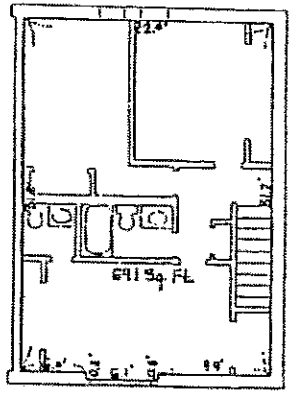
Sheet 7 of 9



BASEMENT



FIRST FLOOR



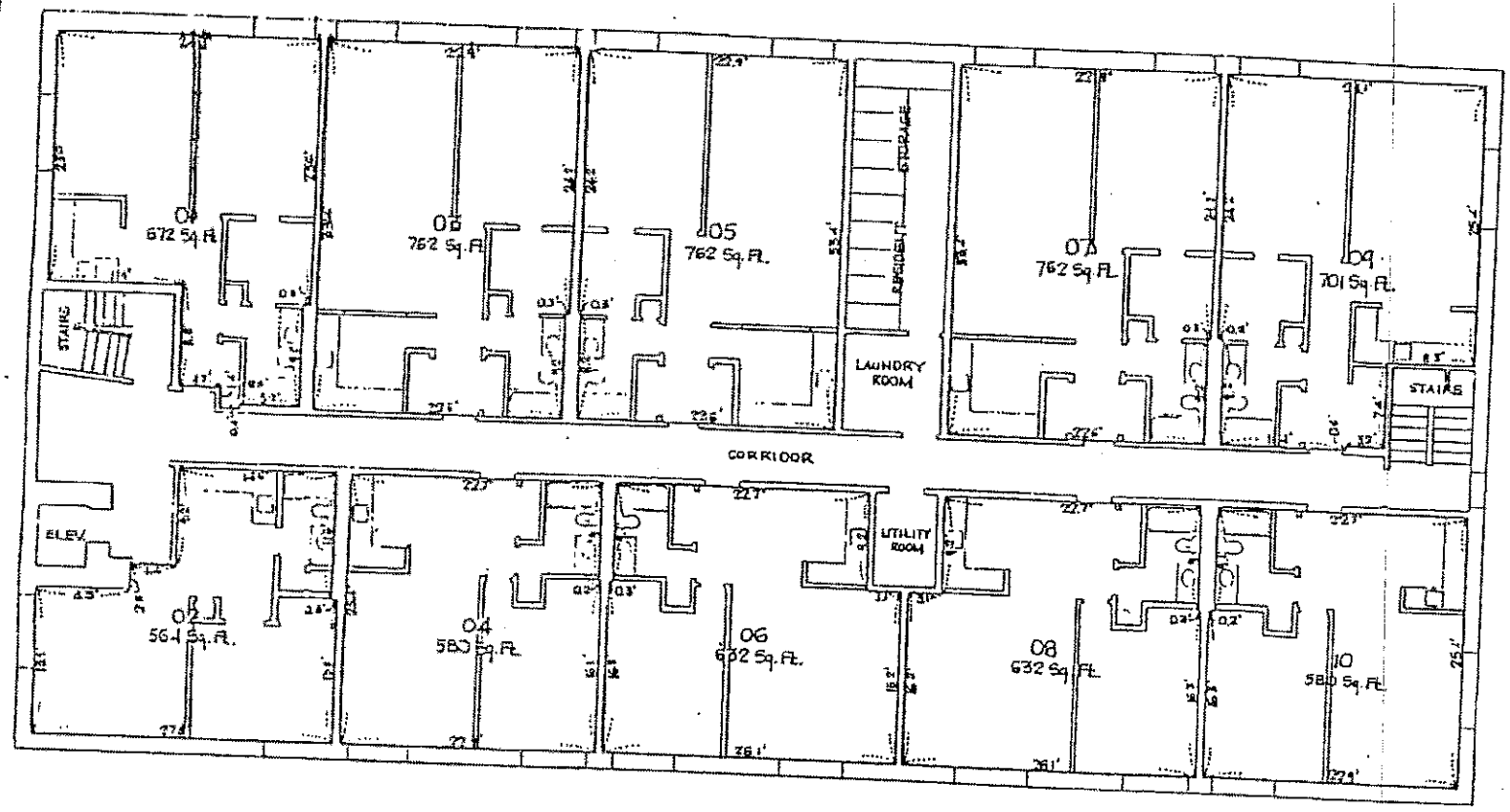
SECOND FLOOR

UNIT TYPE F
CHERRYWOOD VILLAGE CONDOMINIUM
9500 N. GREEN BAY AVE.
BROWN DEER, WISCONSIN

Graphic Scale: 1" Date: August 29, 1980

Sheet 8 of 9

Cherrywood Village Condominium Plat
Page 8



Note!

01 thru 10 indicate unit type and unit numbers.

CHERRYWOOD VILLAGE CONDOMINIUM
9500 N. GREEN BAY AVE.
BROWN DEER, WISCONSIN

Graphic Scale: 1" = 8' Date: August 29, 1980

Sheet 9 of 9

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

AMENDED AND RESTATED BY-LAWS
OF
CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
Members
(Unit Owners)

Section 1. *Eligibility.* CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC., a Wisconsin non-stock corporation, shall have one class of membership, consisting of the respective Unit Owners of the Property known as the CHERRYWOOD VILLAGE CONDOMINIUM, located at 9502 North Green Bay Road, Brown Deer, Wisconsin (called "Property"). Each such Unit Owner's respective membership interest in the Association shall be in accordance with his respective percentage of ownership interest in the Common Elements of the Property. (These and other terms are used in these By-Laws as they are defined in the Declaration of Condominium for CHERRYWOOD VILLAGE CONDOMINIUM, which Declaration is recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin. The words "member" or "members" as used in these By-Laws means and shall refer to "Unit Owner" or "Unit Owners", as the case may be, as defined in the Declaration). 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.

Section 2. *Succession.* The membership of each Unit Owner shall automatically terminate when he ceases to be a Unit Owner, and upon the conveyance, transfer or other disposition of a Unit Owner's ownership interest in the Property, said Unit Owner's membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest. Upon the conveyance or, transfer, or other disposition of a portion of a Unit Owner's ownership interest, the transferring Unit Owner and the transferee thereof shall each be members of the Association in accordance with the percentage of ownership interest in the Common Elements of each following such conveyance or transfer. All Unit Owners must advise the Association of the name and address of all mortgagees and lien holders on their Unit upon a written request from the Board of Directors.

Section 3. *Regular Meetings.* The Unit Owners shall hold a regular annual meeting, one of the purposes of which shall be to elect members of the Board. The regular annual meeting of Unit Owners shall be held each year at such place (whether physical or virtual) as the Board may designate and at such time as specified in the written notice of such meeting, which shall be delivered to all Unit Owners at least ten (10) days and not more than sixty (60) days prior to the date of such meeting. Such notice shall also state the purpose of such meeting.

Section 4. *Special Meetings.* Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by twenty percent (20%) or more of the Unit Owners. Special Meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days nor more than sixty (60) days prior to the date of said meeting, stating the date, time, place (physical or virtual) and purpose of said special meeting.

Section 5. *Delivery of Notice of Meetings*. Notices of meetings shall be delivered by or at the direction of the Secretary of the Association, and may be delivered either personally, by mail, or by email or other electronic means to a Unit Owner at the address indicated in the Membership List.

Section 6. *Voting*. The aggregate number of votes for all Unit Owners shall be one hundred (100), and shall be divided among the respective Unit Owners in accordance with their respective percentages of ownership interest in the Common Elements. If any Unit Owner consists of more than one person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one person in accordance with the designation in the Membership List made by the persons constituting such Unit Owner. Only the persons shown in the Membership List shall be entitled to cast a vote in person or by proxy. If a Unit Owner is a partnership, then the voting rights of said Unit Owner may be exercised by a general partner of such Unit Owner, and if a Unit Owner or such partner is a corporation, then the voting rights of said Unit Owner or partner may be exercised by an officer or duly authorized agent of that corporation. The following matters shall require the approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements, by affirmative vote at a meeting duly called for that purpose or by written proxy or consent: (a) the sale, lease, exchange, mortgage, pledge, or other disposition of all or substantially all of the property and assets of the Association; and (b) the purchase or sale of land or Units on behalf of all Unit Owners.

Section 7. *Quorum*. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person, electronically (remotely, via electronic means), or by proxy and holding one-third (1/3) of the votes entitled to be cast at such meeting.

Section 8. *Rules of the Meeting*. The Board may prescribe reasonable rules for the conduct of all meetings of the Board and Unit Owners.

Section 9. *Action Without a Meeting by Written Ballot*. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, or these By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Article I, Section 5 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary or property manager of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary or property manager via email. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

ARTICLE II
Board of Directors

Section 1. *Number and Qualifications of Directors.* The Board of Directors shall consist of seven (7) persons, to be classified with respect to the terms for which they severally hold office as set forth in Section 2 below. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a partnership, then a general partner of such Unit Owner may be a director and if a Unit Owner or such partner is a corporation, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a director. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on any payment to the Association, the director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

Section 2. *Election and Term of Directors.* The seven (7) directors shall hold office for a term of two (2) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner herein provided, and the terms shall be staggered such that at least 1/3 of the directors are elected each year.

Section 3. *Vacancies.* Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director which he succeeds.

Section 4. *Meetings.* At least four (4) regular meetings of the Board shall be held annually, one of which (the "regular annual meeting of the Board") shall be held within ten (10) days before or after the regular annual meeting of Unit Owners. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours' notice in writing to each director, delivered personally or by mail or email or other electronic means. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 5. *Removal.* Any director may be removed from office for cause by the vote of Unit Owners owning two-thirds (2/3) of the total undivided ownership of the Common Elements.

Section 6. *Compensation.* Directors shall receive no compensation for their services as directors, unless expressly provided for in resolutions duly adopted by the Unit Owners.

Section 7. *Quorum.* A majority of the directors shall constitute a quorum.

Section 8. *Powers and Duties.* The Board shall exercise for the Association all powers, duties and authority vested therein by the Act, the Declaration, or these By-Laws, except for such powers, duties, and authority reserved thereby to the members of the Association. The powers and duties of the Board shall include, but shall not be limited to, the following:

(a) to elect and remove the officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Property;

(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve;

(d) to administer, manage, and operate the Property, including the Common Elements, and to formulate policies therefor;

(e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the details of the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) to provide for the operation, care, upkeep, maintenance, repair, replacement and improvement of the Common Elements and payment therefor, and to approve payment vouchers or to delegate such approval to the officers or the Association, the manager or Managing Agent;

(g) to have access to each Unit from time to time as may be necessary for the maintenance, repair, or replacement of any Common Elements therein or accessible therefrom, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to one or more other Units;

(h) to obtain adequate and appropriate kinds of insurance as provided in the Declaration;

(i) to provide for the designation, employment and dismissal of employees and other personnel necessary or advisable for the maintenance and operation of the Common Elements, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to a Managing Agent (and any employees or agents of a Managing Agent);

(j) to appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(k) to determine the fiscal year of the Association and to change said fiscal year from time to time as the Board deems advisable;

(l) to estimate the amount of, prepare, adopt and distribute the annual budget, and to provide the manner of assessing, levying on and collecting from the Unit Owners their respective shares of the Common Expenses, as hereinafter provided;

(m) to keep detailed, accurate records of the receipts and expenditures affecting the use and operation of the Property;

(n) to enter into agreements or arrangements for premises suitable for use as apartments for Building personnel, upon such terms as the Board may approve;

(o) to acquire and convey property on behalf of the Association and to bid and purchase, for and on behalf of the Association, any Unit, or interest therein, at a sale pursuant to a mortgage foreclosure, or an order or direction of a court, or at any other involuntary sale, upon the consent or approval in each case of Unit Owners owning not less than seventy-five-percent (75%) of the total ownership of the Common Elements, provided that such consent shall set forth a maximum price that the Board or its duly authorized agent may bid and pay for such property, Unit or interest therein (Unit Owner consent or approval is not required for the Association to bid at its sheriff's sale with respect to a foreclosure of a lien for Common Expenses);

(p) to purchase or lease any Unit, or interest therein, pursuant to the Declaration;

(q) to make such mortgage arrangements, levy special assessments proportionately among the respective Unit Owners, and make other financing arrangements, with the approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements, in order to close and consummate the purchase of a Unit, or interest therein, by the Association, provided, however, that no such financing arrangement shall be secured by an encumbrance on any interest in the Property other than the Unit, or interest therein, to be purchased or leased, and the percentage interest in the Common Elements appurtenant thereto;

(r) to own, encumber, convey, and otherwise deal with Units conveyed to or purchased by the Association or the Board, for and on behalf of the Association, with the approval of Unit Owners owning not less than seventy-five percent (75%) of the total ownership of the Common Elements, except for those Units acquired through Association lien foreclosure, the sale of which does not require Unit Owner consent/approval;

(s) unless otherwise provided herein or in the Declaration, to comply with the instructions of a majority of the Unit Owners (as said majority is defined in Paragraph 1(k) of the Declaration), as expressed in a resolution duly adopted at any annual or special meeting of the Unit Owners;

(t) to act in a representative capacity in relation to matters involving the Common Elements or more than one Unit, on behalf of the Unit Owners, as their interests may appear; and

(u) to exercise all other powers and duties of the Association as referred to in the Wisconsin Condominium Ownership Act and all powers and duties of a board of managers or a board of directors referred to in the Declaration or these By-Laws.

Section 9. *Non-Delegation.* Nothing in this Article or elsewhere in these By-Laws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

ARTICLE III
Officers

Section 1. *Designation.* At each regular annual meeting of the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President, who shall be a director and who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association;

(b) a Vice President, who 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 shall appoint some other member of the Board to do so on an interim basis;

(c) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and shall be designated as the officer to mail and receive all notices served by or upon the Board or the Association and execute amendments to the Declaration (including the Plat) and these By-Laws, as provided in the Act, the Declaration and these By-Laws, and shall, in general, perform all the duties incident to the office of Secretary, and may be a representative of the Managing Agent;

(d) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported, and shall count votes at meetings of the Association;

(e) such additional officers as the Board shall see fit to elect.

Section 2. *Powers.* The respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. *Term of Office.* Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified, provided that any officer may succeed himself.

Section 4. *Vacancies.* Vacancies in any office shall be filled by the Board by a majority vote of the remaining members thereof at a special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by vote of two-thirds (2/3) of the total membership of the Board at a special meeting date thereof.

Section 5. *Compensation.* The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the Unit Owners.

ARTICLE IV
Assessments

Section 1. *Annual Budget.* The Board shall cause to be prepared and shall adopt and distribute to all Unit Owners a detailed estimated proposed annual budget for each fiscal year of the Association. Such budget shall set forth with particularity all anticipated Common Expense by category as well as all anticipated assessments, other income, and cash requirements for the year, including, but not limited to, salaries, wages, payroll taxes, legal and accounting fees, working capital funds, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and all other Common Expenses. Such budget shall also set forth each Unit Owner's proposed Common Expenses assessment. To the extent that the aggregate assessments and other cash income collected from the Unit Owners during the preceding year are more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account in the budget. The annual budget shall also provide for a reserve for contingencies and a reserve for replacements, in reasonable amounts as determined by the Board. The Board shall also prepare and adopt a separate budget with respect only to the buildings containing Units 101-110, 201-210, 301-310, inclusive, setting forth a detailed estimate as to expenses for the upkeep, maintenance, repair and decoration of the elevators and hallways located within such building only, and the expenses and cost of gas used and separately metered for that building only, for assessment against such Unit Owners pursuant to requirements of the Declaration. Each Unit Owner shall receive a copy of the proposed annual budgets at least thirty (30) days prior to the adoption thereof by the Board.

Section 2. *Assessments.* On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. Such proportionate share for each Unit Owner shall be in accordance with his respective membership interest in the Common Elements. Pursuant to the Declaration, the Unit Owners of Units 101-110, 201-210, 301-310, inclusive, in addition to the assessments payable as described under this Section 2, and as a part of the Common Expenses attributable to their Units, shall pay a proportionate monthly share of expenses for the upkeep, maintenance, repair and decoration of the elevators and hallways in only and the cost of the gas which is separately metered and used by that building only, pursuant to the separate annual budget for such expenses. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessments as last determined. Each Unit Owner shall pay his monthly assessment to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of his obligation to pay his assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements.

Section 3. *Supplemental Assessments.* In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, or if there shall be any non-recurring Common Expenses or any Common Expenses not set forth in the annual budget as adopted, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of the year, or

such non-recurring Common Expenses or other Common Expenses, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made against each Unit Owner for his proportionate share thereof, provided, however, that expenditures arising from maintenance of, repairs to and replacements within the Limited Common Elements may be assessed, in whole or in part, to the Unit Owners benefited by such Limited Common Elements, as provided in the Declaration. The same procedures shall be applicable to the separate budget required under Section 1 hereof.

Section 4. *Expenditures and Borrowing.* Except for the Management Agreement described in Article II, Section 8(c) hereof and any other expenditures and contracts specifically authorized by the Declaration and By-Laws, the Board shall not approve any expenditures or borrow any monies in excess of Twenty-Five Thousand Dollars ($25,000) unless required for emergency repair, protection or operation of the Common Elements, nor enter any contract of more than five (5) years duration without the prior approval of two-thirds (2/3) of the total ownership of the Common Elements.

Section 5. *Lien.* It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses, as provided in the Declaration and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof, together with any incurred attorneys' fees and costs, late fees and interest thereon at the rate set forth in the Rules and Regulations from and after said Common Expenses become due and payable, shall constitute a lien, as provided in the Act, enforceable by the Board, on the interest of such Unit Owner in the Property, and if delinquent for more than thirty (30) days the Association may accelerate the annual assessment remaining unpaid of such Unit Owner for purposes of collection or foreclosure action by the Association. Payments received on delinquent accounts are applied in the following order: First to any attorneys' fees incurred, then to legal costs incurred, then to fines, then to late fees, then to interest, and finally, to assessments due.

The Board, in the name of the Association, may file liens 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 lien therefor, as provided by the Act, and there shall be added to the amount due the costs of such suit and other fees and expenses, together with legal interest and reasonable attorneys' fees. Liens shall be signed and verified on behalf of the Association by any officer or appointed agent of the Association. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Ownership Act, the Declaration or these By-Laws, or as are otherwise provided or permitted at law or in equity, for the collection of all unpaid assessments.

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. In addition, until the lien has been paid in full, the owner may not use Association amenities, including the pool.

Section 6. *Records and Statement of Account.* The Board shall cause to be kept detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the Common Expenses incurred.

Such records and the vouchers authorizing the payments involved shall be available for examination by the Unit Owners at convenient hours during weekdays. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, within ten (10) days after written request to it or the Association, furnish to any Unit Owner or his grantee a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

Section 7. *Discharge of Liens.* The Board may cause the Association to discharge any mechanic's lien or other encumbrance which, in the opinion of the Board, may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses, including attorneys' fees, incurred by reason of such lien.

Section 8. *Holding of Funds.* All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in the Declaration.

ARTICLE V
Use and Occupancy Restrictions

Section 1. *General.* No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Property, nor shall anything be done therein or thereon which, in the reasonable judgment of the Board, constitutes a nuisance, causes unreasonable noise or disturbance to others, or unreasonably interferes with other Unit Owners' use of their Units and the Common Elements.

Each Unit Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not do or allow anything to be done in his Unit which may increase the cost or cause the cancellation of insurance on other Units or on the Common Elements. No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance, subject to the rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, or other equipment, fixtures or items of any kind (with the exception of satellite dishes and/or antennae, which are governed by the Rules and Regulations), without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction. No owner of a Unit shall display, hang, store or use any sign outside his Unit, in a hallway or elsewhere, or which may be visible from the outside of his Unit without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction. Notwithstanding the foregoing, signs that support or oppose a candidate for public office or referendum question may be displayed to public view from a unit as long as the sign is less than 24 inches by 24 inches in size, is placed no more than 90 days before the pertinent election or vote, and is removed within 7 days of the pertinent election or vote.

Section 2. *Animals.* No animals shall be raised, bred or kept in any Unit for any commercial purpose. Household animals of Occupants shall be kept in strict accordance with the administrative rules and regulations relating to household animals from time to time adopted or approved by the Board, provided that any such animal shall not in the judgment of the Board constitute a nuisance to others.

Section 3. *Trash.* Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner in strict accordance with the rules and regulations adopted or approved by the Board from time to time.

Section 4. *Storage.* Articles of personal property belonging to any Unit Owner, such as baby carriages, bicycles, wagons, toys, furniture, clothing and other articles, shall not be stored or kept in the corridors, hallways, or other common areas, except in the common storage area, if any, and in the storage lockers specifically designated by the Board or the Managing Agent, acting in accord with the Board's direction, for use by such Unit Owner. Hazardous materials may not be brought onto or stored in or on the Units, Common Elements, or Limited Common Elements.

Section 5. *Wiring.* No Unit Owner shall overload the electrical wiring in the Building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the heating or plumbing system, without the prior written consent of the Board or the prior written consent of the Managing Agent, acting in accord with the Board's direction.

ARTICLE VI
Contractual Powers

No contract or other transaction between the Association and one or more of its directors or between the Association and any corporation, firm or association in which one or more of the directors of this corporation are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because the vote or votes of such director or directors are counted toward such authorization or approval, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes thereof, and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith by a vote sufficient for the purpose, without counting the vote or votes of such director or directors; or

(b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Such common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or a committee thereof which authorizes, approves or ratifies such a contract or transaction.

ARTICLE VII
Amendments

These By-Laws may be amended, modified or rescinded, from time to time, 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. Any such amendment, modification or rescission shall be maintained in the corporate records of the Association. These By-Laws may not be amended, modified or rescinded so as to conflict with the provisions of the Act.

ARTICLE VIII
Indemnification

Section 1. *General.* The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the By-Laws of the Association, and the Board , against all contractual and other liabilities to others arising out of contracts made by, or other acts of, such directors, Board, officers, committee members , on behalf of the Unit Owners, or arising out of their status as directors, Board, officers, committee members , unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member may be involved by virtue of such persons being or having been such director, officer, Board, committee member , provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member , or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such persons being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member .

Section 2. *Success on Merits.* To the extent that the Board, a director, officer of the Association or member of any committee appointed pursuant to the By-Laws of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section l of this Article VIII, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith.

Section 3. *Advance Payment.* Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in the specific case, upon receipt of an undertaking by or on behalf of the person or entity seeking such indemnification or payment in advance to repay such amount unless it shall ultimately be determined that such person or entity is entitled to be indemnified by the Association as authorized in this Article VIII.

Section 4. *Miscellaneous*. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article, provided, however, that the liability of any Unit Owner arising out of any contract made by or other acts of the directors, Board, officers, members of such committees, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees , shall be limited to such proportion of the total liability thereunder as said Unit Owner's percentage of interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committees or Declarant, or by the Managing Agent, on behalf of the Unit Owners, shall provide that the directors, Board, officers, members of such committees, or the Managing Agent, as the case may be, are acting only as agent for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements. The indemnification provided by this Article VIII shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be a member of the Board, officer of the Association or a member of such committee, and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors and assigns of such person or entity.

ARTICLE IX
Mailing Address of Association

The mailing address of the Association shall be the principal office as stated on file with the Department of Financial Institutions.

ARTICLE X
Definition of Terms

The terms used in these By-Laws, to the extent they are defined therein, shall have the same definition as set forth in the Declaration of Condominium for CHERRYWOOD VILLAGE CONDOMINIUM, which declaration is recorded in the office of the Register of Deeds of Milwaukee County, Wisconsin.

The term "member," as used in these By-Laws, means "Unit Owner" as defined in the Declaration.

ARTICLE XI
Additional Powers

In addition to, and in furtherance of, the powers referred to in these By-Laws, the Association shall (a) have all the powers permitted to be exercised by a non-stock corporation under the Wisconsin Non-Stock Corporation Law, as amended, which are not inconsistent with the Condominium Ownership Act of the State of Wisconsin, as amended, and (b) have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Association is

organized, and to do every other act not inconsistent with law which may be appropriate to promote and attain the purposes set forth in the Declaration, these By-Laws or the Condominium Ownership Act of the State of Wisconsin, as amended.

ARTICLE XII

Claims and Remedies

Section 1. *Owner Claims: Mediation and Arbitration Requirements.* In the event that a Unit Owner or resident has a claim to assert against the Association, that claim must be (a) Mediated with both sides paying half the cost of the mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and (c) brought within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim.

Section 2. *Attorney's Fees.* The prevailing party in any claim brought by or against the Association or a Board member by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 1 above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.

Section 3. *Damages.* The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, By-Laws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents as set forth in the Rules and Regulations. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the condominium documents.

These Amended and Restated By-Laws were adopted by a vote of 67% of the Unit Owners on November 30, 2023.

[End of By-Laws]

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION

TABLE OF CONTENTS

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

ARTICLES OF INCORPORATION

OF

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

The undersigned, being a natural person over the age of eighteen (18) years and acting as incorporator 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 the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the Corporation shall be CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC. (the "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 CHERRYWOOD VILLAGE 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; and

(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.

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 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; and

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

ARTICLE V

Members

All owners of units in CHERRYWOOD VILLAGE 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 780 North Water Street, Milwaukee, Wisconsin 53202, and the initial registered agent at such address shall be Lawdock, Inc.

ARTICLE VII

Directors

The number of directors of the corporation shall be as 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 seven (7), and the names and addresses of the initial directors are:

William M. Laytin
120 South LaSalle Street
Chicago, Illinois 60603

Nicholas P. Black
120 South LaSalle Street
Chicago, Illinois 60603

Quimby Rains
3340 Peachtree Road, N.E., Suite #2350
Atlanta, Georgia 30326

Dan Homick
3340 Peachtree Road, N.E., Suite #2350
Atlanta, Georgia 30326

Thomas C. Dunlop
120 South LaSalle Street
Chicago, Illinois 60603

Sharlene Christianson
9502 North Green Bay Road
Brown Deer, Wisconsin 53209

Jill Spandauer
9502 North Green Bay Road
Brown Deer, Wisconsin 53209

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:

David L. Petersen
Attorney at Law
Quarles & Brady
780 N. Water Street
Milwaukee, WI 53202

ARTICLE X

Stock, Dividends, Dissolution

The Association shall not have or issue shares of stock. No dividend shall 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. The Association may pay compensation in reasonable amounts to its members, directors, or officers for services rendered, except as limited in the Declaration. It may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, and the approval of CHATEAU DE CONDOMINIUM from the provisions of the Wisconsin Condominium Ownership Act, all of the Association's assets, after payment of its liabilities and obligations, shall be distributed to the members of the Association in accordance with their undivided 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 executed these Articles this 7th day of OCTOBER, 1980.

David L. Petersen

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

On this 23rd day of October, 1980, personally appeared before me the above named DAVID L. PETERSEN, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

Susan T. Wisniewski
Notary Public, Milwaukee
County, Wisconsin
My Commission: expires 6/13/84

This instrument was drafted by:
David L. Petersen
Quarles & Brady
Attorneys at Law
780 North Water Street
Milwaukee, Wisconsin 53202

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

CONDOMINIUM AND HOMEOWNERS ASSOCIATION MANAGEMENT AGREEMENT

ASSOCIATION: CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at: W. CHERRYWOOD LANE, BROWN DEER, WISCONSIN

Beginning: JANUARY 1, 2020 Ending: DECEMBER 31, 2020

This agreement (the "Agreement") is made and entered into this 19TH DAY OF DECEMBER, 2019, by and between the unit owners' association known as CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC. (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as CHERRYWOOD VILLAGE LOCATED ON CHERRYWOOD LANE, BROWN DEER, WISCONSIN, and HUNT MANAGEMENT INCORPORATED (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.
The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of ONE YEAR, beginning JANUARY 1, 2020, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

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

2.1 COLLECTION OF ASSESSMENTS

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

2.2 RECORDS OF INCOME AND EXPENDITURES

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

2.3 PREPARATION OF ANNUAL BUDGET

NINETY (90) days prior to the beginning of each fiscal year, which begins on OCTOBER 1ST. Agent shall prepare and submit to the Board a recommended Annual Budget for the next year showing anticipated income and expenses for such year.

2.4 SUBMISSION OF ANNUAL REPORT

Within THIRTY (30) days after the end of each fiscal year, Agent shall submit to the Association a summary of all receipts and disbursements relating to the Property for the preceding year, WHICH SHALL INCLUDE THE NET EXCESS OF DEFICIT OF INCOME OVER EXPENDITURES PLUS RESERVES. AGENT SHALL FORWARD THIS SUMMARY TO EACH UNIT OWNER AFTER REVIEW BY THE BOARD. However, submission of such annual report shall not be construed to require Agent to supply an audit. Any audit required by the Association shall be prepared at the Association's expense by an auditor(s) of its selection.

2.5 MAINTENANCE OF COMMON ELEMENTS

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

2.6 EMPLOYMENT OF PERSONNEL

Agent shall hire, pay, negotiate collective bargaining agreements with (if necessary), supervise, and discharge whatever personnel may be required to maintain and operate the Property on behalf of the Association and in accordance with the budget, job standards, and wage rates previously approved by the Association. All such personnel shall be employees of the Association and not of Agent, and all salaries, taxes, and other expenses payable to or on account of such employees shall be operating expenses of the Property.

THE ATTORNEY FOR THE ASSOCIATION SHALL BE CHOSEN AND HIRED BY THE BOARD AND THE AGENT SHALL PROVIDE THE ATTORNEY WITH WHATEVER INFORMATION, INCLUDING EMAILS AND PHONE NUMBERS, THE ATTORNEY REQUESTS SO THAT THE ATTORNEY CAN COMMUNICATE DIRECTLY WITH THE BOARD, AS NEEDED.

2.7 PAYMENT OF EMPLOYMENT TAXES

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

2.8 UTILITIES AND SERVICES CONTRACTS

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

2.9 PAYMENT OF EXPENSES

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

2.10 RECORDS OF INSURANCE

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

2.11 OTHER SPECIFIC SERVICES OF AGENT

SEE THE ATTACHED SUMMARY OF SERVICES

OTHER SERVICES TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

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

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

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

Section 5 DISPOSITION OF FUNDS

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

5.1 DEPOSIT OF COLLECTIONS

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

5.2 PAYMENT OF EXPENSES

Agent shall pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid from such account.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

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

5.4 BONDING OF EMPLOYEES

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

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend ONE regular meeting of the Board EACH MONTH and the annual meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A MINIMUM $100.00 PER HOUR CHARGE SHALL ACCRUE. Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent $100.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings. (SEE SECTION 9.3).

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

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

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

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

8.1 STRUCTURAL CHANGES

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

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations.

8.3 AGENT ASSUMES NO LIABILITY

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

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of $2,800.00 per month. The management fee shall be paid monthly in advance. The management fee shall be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. Any clerical services performed for the Association, such as preparation and circulation of notices and newsletters and general correspondence of the Association, shall be at the Association's expense, including postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

9.3 FOR OTHER SERVICES

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES AT DEPOSITIONS, HEARING, TRIALS OR SIMILAR PROCEEDINGS ON BEHALF OF OR IN CONJUNCTION WITH AGENT'S SERVICE TO ASSOCIATION - $100.00 PER HOUR.

Section 10 OBLIGATIONS OF THE ASSOCIATION

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

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

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

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

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

10.3 PAY ALL EXPENSES OF ANY LITIGATION

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

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

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

10.5 PROVIDE FOR INITIAL DEPOSIT AND CONTINGENCY RESERVE

Immediately on commencement of this Agreement, the Association shall remit to Agent the sum of $5,000.00 to be deposited in the account(s) established for the Association pursuant to paragraph 5.1, such amount representing the estimated disbursements to be made in the first month, plus an additional sum of $5,000.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners. THE BALANCE OF ANY SUCH CONTINGENCY RESERVE SHALL BE RETURNED TO THE ASSOCIATION UPON TERMINATION OF THIS AGREEMENT CONSISTENT WITH SECTION 13 BELOW.

10.6 APPROVE ANNUAL BUDGET

Within FIFTY-FIVE (55) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said FIFTY-FIVE (55) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget. AS A RESULT OF THE LANGUAGE IN BYLAW ART. IV, SEC. (1), THE ANTICIPATED PROCESS SHALL BE AS FOLLOWS:

1. BY JULY 1 OF EACH YEAR THE AGENT SHALL PROVIDE THE BOARD WITH THE PROPOSED ANNUAL BUDGET;
2. BY JULY 10TH OF EACH YEAR THE BOARD SHALL ADOPT A PROPOSED ANNUAL BUDGET TO BE SENT TO THE UNIT OWNERS BY THE AGENT;
3. BY JULY 15TH OF EACH YEAR THE AGENT SHALL SEND THE PROPOSED ANNUAL BUDGET TO EACH UNIT OWNER;
4. AFTER AUGUST 15TH OF EACH YEAR, BUT BEFORE AUGUST 25TH OF EACH YEAR, THE BOARD SHALL ADOPT THE FOLLOWING YEAR'S ANNUAL BUDGET; AND
5. BY SEPTEMBER 1ST OF EACH YEAR THE AGENT SHALL DISTRIBUTE TO ALL UNIT OWNERS THE ANNUAL BUDGET AS ADOPTED AND THE AMOUNT OF THE ASSESSMENT EACH NEEDS TO PAY MONTHLY.

Section 11 TERMINATION BY AGENT FOR CAUSE

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

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association OR AGENT may cancel this Agreement at any time on not less than SIXTY (60) days prior notice to Agent OR ASSOCIATION. THERE SHALL BE NO CANCELLATION FEE.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent UP TO 1.25X THE AMOUNT OF any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold FUNDS UP TO 1.25X THE AMOUNT OF THE ANTICIPATED OBLIGATIONS OR LIABILITIES, PROVIDED AGENT WILL BE USING THOSE FUNDS TO PAY THOSE OBLIGATIONS, FOR UP TO ninety (90) days after the end of the month in which this Agreement is terminated, in order to pay bills

previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within ninety (90) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

WITHIN 7 CALENDAR DAYS OF TERMINATION OF THIS AGREEMENT, AGENT SHALL PROVIDE TO THE BOARD AND ANY OTHER MANAGER THAT THE BOARD IDENTIFIES, ALL OF THE BANK RECORDS, MINUTES, AND UNIT OWNER LEDGERS FOR THE PAST 24 MONTHS THAT THE MANAGER MANAGED THE ASSOCIATION, AS WELL AS ALL OF THE FUNDS OF THE ASSOCIATION IN EXCESS OF THE FUNDS AGENT MAY WITHHOLD UNDER THIS SECTION. ALL OTHER RECORDS OF THE ASSOCIATION SHALL BE PROVIDED TO THE BOARD AND NEW MANAGER WITHIN 30 CALENDAR DAYS IN AN ORGANIZED FASHION.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

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

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE AGENT SHALL BE THE AGENT OF THE ASSOCIATION FOR PURPOSES OF DEALING WITH THE ASSOCIATION'S ATTORNEY AND THE ASSOCIATION'S ATTORNEY-CLIENT PRIVILEGE SHALL EXTEND TO AGENT AND AGENT'S EMPLOYEES. SHOULD ANY CLAIM ARISE BETWEEN AGENT AND ASSOCIATION, THEN THE ATTORNEY-CLIENT PRIVILEGE SHALL NOT APPLY AS BETWEEN THOSE PARTIES FOR THE PURPOSE OF THE CLAIM.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect. ALL PROVISIONS OF THIS AGREEMENT THAT RELATE TO OR REQUIRE THE AGENT TO RETURN FUNDS AND PROPERTY TO THE ASSOCIATION SHALL SURVIVE TERMINATION.

Section 16 HEADINGS

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

Section 17 FORCE MAJEURE

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

Section 18 COMPLETE AGREEMENT

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

Section 19 RIGHTS CUMULATIVE; NO WAIVER

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

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

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

Section 21 NOTICES

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

21.1 TO AGENT

HUNT MANAGEMENT INCORPROATED
10520 N. BAEHR ROAD, SUITE Q
MEQUON, WI 53092
(OR LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board
(CURRENT LEGAL ADDRESS)

21.3.1 DELIVERY OF NOTICES

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

Section 22 AGREEMENT BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business. In the event of such sale, Agent shall be released from all liability under this Agreement upon the express assumption of such liability by its assignee.

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 19TH day of DECEMBER, 2019. THIS AGREEMENT CANCELS AND SUPERCEDES AGREEMENT DATED OCTOBER 21, 2019.

Board: CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

By: _____ Title: PRESIDENT

By: _____ Title: _____

Agent: HUNT MANAGEMENT INCORPORATED

By: _____ Title: PRESIDENT

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

A Community Presence

September 1, 2024

Dear Cherrywood Village Owner,

Re: 2024-2025 Budget & Insurance Assessment

For your review and file, we have enclosed a copy of the 2024-2025 Budget as adopted by your Board of Directors.

In reviewing the Budget, you will note that the General Budget and Monthly Assessments will increase approximately 8.51% while the Midrise Budget and Monthly Assessments will increase approximately 7.45%. Please begin paying your new General and Midrise assessment(s) on October 1, 2024.

These increases will enable the Association to provide the ongoing maintenance and repair service required while accommodating current inflationary pressures. In reviewing the budgets, you will note increases in water/sewer service, insurance, snow removal, pool, phone, and continued contributions to the reserves. Reserve Projects in 2024-2025 include roofing, concrete, the pillars in the garage, masonry to the exterior, garage deck sealing repairs, and updates to the elevator.

We have also enclosed information on the recent Insurance Renewal and the Insurance Assessment Summary. You will note that the total 2024-25 premium has increased. The Insurance Assessment for all Owners will decrease by $20,000 to $100,000 for the next fiscal year. Your respective insurance installments are due by February 1, 2025, and May 1, 2025. At any time prior to these dates, **you may prepay** the Insurance Assessment. Please note on payment amount which is for Insurance Assessment.

If you currently pay your monthly assessment through our lock box system a new assessment payment coupon book will be mailed to you soon. The current lock box address is Cherrywood Village c/o Hunt Management, PO Box 1755, Arlington Heights, IL 60006-1755. If you pay electronically, we will continue to debit your account accordingly, at the new assessment amount, **and for both insurance assessments**. If you currently pay by check and would like to benefit from our electronic payment program, please contact us. If you pay your assessment through on-line banking, please advise your bank of the current mailing address noted above.

The Board of Directors and Management will continue their efforts toward maintaining a physically and financially sound Cherrywood Village and thank you for your support. Should you ever have any questions, comments, or concerns regarding the Association's financial affairs, please contact Management.

Sincerely,
Hunt Management Incorporated, AAMC
Management Company for
Cherrywood Village Condominium Association, Inc.

Wayne Grabowska

Wayne Grabowska ARM®, CPM®, CMCA
Portfolio Manager
10520 N. Baehr Road, Suite Q
Mequon, WI 53092
huntmanagement.com
888-305-1071
Phone: (262)238-1480
Fax: (262)238-1485

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION
2024-2025 GENERAL BUDGET

OPERATING INCOME GL ACCOUNT	DESCRIPTION	2023-24 BUDGET	SEPT. 31, 2023 THRU JULY 31, 2024 ACTUAL	PROJECTED 2023-224	2024-25 BUDGET
60100-00	ASSOCIATION FEES	$ 541,484.00	$ 450,325.07	$ 541,484.00	$ 587,543.00
60150-00	PREPAIDS	$ -	$ (9,165.15)	$ -	$ -
60200-00	PARKING INCOME	$ 56,000.00	$ 48,149.56	$ 56,000.00	$ 56,000.00
60300-00	OWNER LEGAL FEES REIMBURSEMENT	$ 2,500.00	$ 2,162.66	$ 2,500.00	$ 2,100.00
60400-00	FINES	$ 3,000.00	$ 1,611.00	$ 1,611.00	$ 1,600.00
60500-00	MISCELLANEOUS (REMOTES, BANDS, KEYS, ETC.)	$ -	$ 726.00	$ 726.00	$ -
60600-00	101/206 RENTAL INCOME	$ -	$ -	$ -	$ -
60650-00	UNIT SALES PROCEEDS	$ -	$ -	$ -	$ -
60750-00	REMOTES & SECURITY DEPOSITS	$ 800.00	$ 300.00	$ 300.00	$ 300.00
60800-00	LATE FEES	$ 2,500.00	$ 3,436.81	$ 3,500.00	$ 2,500.00
61000-00	LEASING FEE	$ -	$ 7,905.00	$ 9,000.00	$ 9,000.00
61000-00	SPECIAL ASSESSMENT - INSURANCE	$ 120,000.00	$ 119,278.84	$ 120,000.00	$ 100,000.00
	TOTAL GENERAL INCOME	$ 726,284.00	$ 624,729.79	$ 735,121.00	$ 759,043.00

RESERVE INCOME GL ACCOUNT	DESCRIPTION	2023-24 BUDGET	SEPT. 31, 2021 THRU JULY 31, 2022 ACTUAL	PROJECTED 2022-23	2024-25 BUDGET
70100-00	INTEREST	$ 15,000.00	$ 8,381.30	$ 15,000.00	$ -
70200-00	RESERVE CONTRIBUTION	$ 219,600.00	$ 414,979.81	$ 423,754.81	$ 146,095.00
	TOTAL OTHER INCOME	$ 234,600.00	$ 423,361.11	$ 438,754.81	$ 146,095.00

GENERAL OPERATING EXPENSES GL ACCOUNT	DESCRIPTION	2023-24 BUDGET	SEPT. 31, 2021 THRU JULY 31, 2022 ACTUAL	PROJECTED 2022-23	2024-25 BUDGET
80100-00	ELECTRIC SERVICE	$ 9,195.00	$ 6,883.61	$ 8,219.26	$ 8,813.00
80200-00	ELECTRIC-GARAGE SERVICE	$ 3,448.00	$ 3,623.65	$ 4,521.65	$ 4,794.00
80300-00	WATER/SEWER SERVICE	$ 70,487.00	$ 53,133.00	$ 71,133.00	$ 73,958.00
80400-00	PUBLIC FIRE PROTECTION	$ 2,600.00	$ -	$ 2,600.00	$ 2,600.00
80500-00	STORM WATER UTILITY	$ 3,000.00	$ -	$ 3,000.00	$ 3,000.00
80600-00	ASPHALT	$ -	$ -	$ -	$ -
80700-00	MASONRY/CONCRETE	$ -	$ 1,020.00	$ 1,020.00	$ -
80800-00	GARAGE	$ 1,500.00	$ 6,459.72	$ 6,159.72	$ 3,000.00
80900-00	GARAGE DOOR	$ 3,000.00	$ 1,208.00	$ 1,208.00	$ 2,500.00
81000-00	LOCKS, KEYS, OPENERS	$ 200.00	$ 194.25	$ 194.25	$ 300.00
81100-00	MANAGEMENT	$ 42,689.00	$ 35,673.88	$ 42,689.00	$ 45,677.00
81150-00	MANAGEMENT - OTHER	$ -	$ 100.00	$ 100.00	$ 1,000.00
81200-00	SURVEILLANCE SYSTEM	$ 500.00	$ 210.21	$ 210.21	$ 500.00
81300-00	EXTERMINATOR	$ 6,000.00	$ 3,520.16	$ 4,500.00	$ 5,700.00
81400-00	GENERAL MAINTENANCE	$ 42,000.00	$ 30,637.39	$ 33,000.00	$ 40,000.00
81500-00	101/206 ASSESSMENTS	$ -	$ -	$ -	$ -
81600-00	101/206 MAINTENANCE & REPAIRS	$ -	$ -	$ -	$ -
81700-00	LANDSCAPING	$ 20,000.00	$ 18,904.65	$ 20,000.00	$ 12,000.00
81800-00	PLUMBING	$ 5,000.00	$ 3,168.15	$ 3,168.15	$ 4,500.00
81900-00	ROOF/MANSARDS/GUTTERS	$ 8,000.00	$ 11,450.00	$ 11,450.00	$ 8,000.00
82000-00	PRUNING	$ -	$ -	$ -	$ -
82100-00	LAWN SERVICE CONTRACT	$ 20,706.00	$ 11,949.52	$ 13,000.00	$ 19,779.00
82200-00	SNOW REMOVAL CONTRACT	$ 40,047.00	$ 25,940.00	$ 38,910.00	$ 40,845.00
82300-00	POOL & RECREATION	$ 11,500.00	$ 12,047.19	$ 14,000.00	$ 14,500.00
82400-00	ACCOUNTING SERVICES	$ 225.00	$ 2,100.00	$ 2,100.00	$ 1,000.00
82500-00	LEGAL EXPENSE	$ 12,500.00	$ 16,986.83	$ 17,500.00	$ 9,000.00
82600-00	OFFICE SUPPLIES	$ 2,700.00	$ 6,461.72	$ 6,800.00	$ 5,800.00
82700-00	POSTAGE EXPENSE	$ 800.00	$ 157.89	$ 250.00	$ -
82800-00	TELEPHONE SERVICE (ELEVATOR, POOL & SURVEILLANCE)	$ 729.00	$ 4,500.09	$ 4,700.00	$ 4,700.00
82900-00	INCOME TAX EXPENSE	$ 2,600.00	$ 622.10	$ 12,662.10	$ 3,000.00
82950-00	SALES TAX EXPENSE	$ 2,800.00	$ 3,864.27	$ 3,864.27	$ -
83000-00	INSURANCE EXPENSE	$ 194,459.00	$ 138,050.24	$ 194,459.00	$ 202,517.00
83100-00	101/206-R/E TAX	$ -	$ -	$ -	$ -
83110-00	104-R/E TAX	$ -	$ -	$ -	$ -
83200-00	GENERAL RESERVE CONTRIBUTION	$ 219,600.00	$ 165,216.67	$ 219,600.00	$ 241,560.00
83500-00	UPGRADE PROJECTS (LANDSCAPING & COMMON AREA)	$ -	$ -	$ -	$ -
86000-00	CONTINGENCY	$ -	$ -	$ -	$ -
	TOTAL GENERAL OPERATING EXPENSES	**$ 726,285.00**	**$ 564,083.19**	**$ 741,018.61**	**$ 759,043.00**

RESERVE EXPENSES	DESCRIPTION	2023-24 BUDGET	SEPT. 31, 2023 THRU JULY 31, 2024 ACTUAL	PROJECTED 2023-2024	2024-25 BUDGET
90100	ROOF/MANSARDS/GUTTERS (REMAINDER OF MANSARDS)	$ 47,500.00	$ 15,580.00	$ 15,580.00	$ 57,000.00
90200	LANDSCAPING UPGRADES	$ -	$ 141,717.79	$ 141,717.79	$ -
90300	FENCING (REPLACEMENT OF NON-DECK FENCES)	$ -	$ 1,300.00	$ 1,300.00	$ -
90400	CONCRETE	$ 15,000.00	$ 41,752.43	$ 41,752.43	$ 8,000.00
90500	ASPHALT	$ 63,800.00	$ -	$ -	$ -
90702	GARAGE WALL REPAIRS	$ -	$ 61,639.88	$ 61,639.88	$ -
90700	ENTRY SYSTEM UPGRADES	$ -	$ 46,986.54	$ 46,986.54	$ -
90701	RETAINING WALL REPLACEMENT (EAST GARAGE)	$ 100,000.00	$ 70,216.50	$ 70,216.50	$ -
90703	GARAGE PILLAR REPAIRS	$ 30,000.00	$ 31,325.00	$ 31,325.00	$ 33,725.00
90800	MASONRY	$ 17,000.00	$ -	$ -	$ 18,635.00
90803	BASEMENT WALL REPAIRS	$ -	$ 8,775.00	$ 8,775.00	$ 21,235.00
90900	WEST DECK REPAIRS	$ -	$ -	$ -	$ 7,500.00
90901	EXHAUST FAN REPAIRS	$ -	$ 4,461.67	$ 4,461.67	$ -
91000	INTEREST OFFSET	$ 15,000.00	$ 8,381.30	$ 15,000.00	$ -
	TOTAL GENERAL RESERVE EXPENSES	$ 288,300.00	$ 432,136.11	$ 438,754.81	$ 146,095.00
	Total General Reserve After Capital Expenses	$ (53,700.00)			$ -

8/20/2024

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION
2024-2025 MIDRISE BUDGET

OPERATING INCOME GL ACCOUNT	DESCRIPTION	2023-24 BUDGET	SEPT. 31, 2023 THRU JULY 31, 2024 ACTUAL	PROJECTED 2023-24	2024-25 BUDGET
65100-00	MIDRISE ASSOCIATION OPERATING FEES	$ 70,880.00	$ 59,707.15	$ 70,880.00	$ 76,164.00
65200-00	LAUNDRY INCOME	$ -	$ -	$ -	$ -
65300-00	LATE FEES	$ -	$ 74.73	$ 74.73	$ -
	TOTAL	**$ 70,880.00**	**$ 59,781.88**	**$ 70,954.73**	**$ 76,164.00**
	MIDRISE RESERVE CONTRIBUTION FEES	$ 28,000.00	$ 103,032.55	$ 103,032.55	$ 77,040.00
	TOTAL RESERVE CONTRIBUTION	**$ 28,000.00**	**$ 103,032.55**	**$ 103,032.55**	**$ 77,040.00**
	TOTAL MIDRISE ASSOCIATION FEES	**$ 70,880.00**			**$ 76,164.00**

GENERAL OPERATING EXPENSES GL ACCOUNT	DESCRIPTION	2023-24 BUDGET	SEPT. 31, 2023 THRU JULY 31, 2024 ACTUAL	PROJECTED 2023-24	2024-25 BUDGET
85100-00	GAS SERVICE	$ 12,774.00	$ 9,201.15	$ 10,000.00	$ 10,500.00
85200-00	ELECTRIC SERVICE	$ 4,688.00	$ 3,717.30	$ 4,614.56	$ 5,000.00
85300-00	GENERAL MAINTENANCE	$ 3,000.00	$ 10,932.91	$ 12,000.00	$ 6,500.00
85400-00	PLUMBING	$ 3,800.00	$ 1,992.01	$ 1,992.01	$ 1,900.00
85500-00	RESERVE CONTRIBUTION	$ 28,000.00	$ 21,833.34	$ 21,833.24	$ 33,600.00
85600-00	PAINTING EXPENSE	$ 1,000.00	$ -	$ -	$ -
85700-00	CARPET MAINTENANCE (TO INCLUDE QUARTERLY CLEANING	$ 1,500.00	$ 2,199.82	$ 2,349.76	$ 2,400.00
85800-00	JANITORIAL	$ 3,718.00	$ 2,750.00	$ 3,300.00	$ 3,432.00
85900-00	ELEVATOR SERVICE	$ 8,000.00	$ 5,251.91	$ 5,251.91	$ 4,000.00
86000-00	BOILER	$ 2,500.00	$ 2,042.74	$ 2,042.74	$ 2,500.00
86100-00	WINDOW CLEANING	$ 700.00	$ 200.00	$ 200.00	$ 700.00
86200-00	MIDRISE FIRE EXPENSE	$ -	$ -	$ -	$ -
86201-00	WATER DAMAGE	$ -	$ -	$ -	$ -
86202-00	FIRE PROTECTION	$ -	$ 4,999.81	$ 4,999.81	$ 4,432.00
86203-00	APPLIANCES	$ -	$ -	$ -	$ -
86204-00	INTERCOM EXPENSE	$ 1,200.00	$ 1,270.80	$ 1,270.80	$ 1,200.00
86205-00	KEY FOB SYSTEM	$ -	$ -	$ -	$ -
87000-00	CONTINGENCY	$ -	$ -	$ -	$ -
	TOTAL GENERAL OPERATING EXPENSES	**$ 70,880.00**	**$ 66,391.79**	**$ 69,854.83**	**$ 76,164.00**
86200-00	INSURANCE CLAIM DISBURSEMENTS	$ -	$ -	$ -	$ -
	TOTAL INSURANCE CLAIM DISBURSEMENTS	$ -	$ -	$ -	$ -

RESERVE EXPENSES	DESCRIPTION	2023-24 BUDGET	SEPT. 31, 2023 THRU JULY 31, 2024 ACTUAL	PROJECTED 2023-24	2023-24 BUDGET
90100-00	INTERIOR PAINTING	$ -	$ -	$ -	$ -
90200-00	CARPET REPLACEMENT	$ -	$ -	$ -	$ -
90201-00	MANSADRD ROOF MIDRISE	$ 11,800.00	$ 4,880.00	$ 4,880.00	$ -
90202-00	ELEVATOR UPDATES	$ 59,779.84	$ 62,831.84	$ 62,831.84	$ 74,215.00
95303-00	A/C SLEEVE REPAIR	$ -	$ 8,560.00	$ 8,560.00	$ -
95510-00	ADDITIONAL CAMERAS	$ -	$ 9,310.00	$ 9,310.00	$ -
95700-00	WATER DAMAGE	$ -	$ 4,825.71	$ 4,825.71	$ -
95990-00	INCOME TAX	$ -	$ 12,625.00	$ 12,625.00	$ -
95101-00	SEWER LINE REPLACEMENT	$ -	$ -	$ -	$ 2,825.00
	TOTAL RESERVE EXPENSES	**$ 71,579.84**	**$ 103,032.55**	**$ 103,032.55**	**$ 77,040.00**
	Total Midrise Reserve After Capital Expenses	**$ (43,579.84)**	**$ -**	**$ -**	**$ -**

8/20/2024

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION
MONTHLY ASSESSMENT SPREADSHEET

8/20/2024

UNIT #	% OWNED	% OWNED MIDRISE	GENERAL ASSESSMENT	MIDRISE ASSESSMENT	TOTAL MONTHLY ASSESSMENT
			$ 587,543.00	$ 76,164.00	
101	0.004867	0.033436	$ 238.30	$ 212.22	$ 450.52
102	0.004418	0.03035	$ 216.31	$ 192.63	$ 408.95
103	0.005167	0.035494	$ 252.99	$ 225.28	$ 478.27
104	0.004568	0.031379	$ 223.66	$ 199.16	$ 422.82
105	0.005167	0.035494	$ 252.99	$ 225.28	$ 478.27
106	0.004568	0.031379	$ 223.66	$ 199.16	$ 422.82
107	0.005167	0.035494	$ 252.99	$ 225.28	$ 478.27
108	0.004568	0.031379	$ 223.66	$ 199.16	$ 422.82
109	0.005018	0.034465	$ 245.69	$ 218.75	$ 464.44
110	0.004568	0.031379	$ 223.66	$ 199.16	$ 422.82
201	0.004912	0.033744	$ 240.50	$ 214.17	$ 454.67
202	0.004463	0.030659	$ 218.52	$ 194.59	$ 413.11
203	0.005212	0.035802	$ 255.19	$ 227.24	$ 482.42
204	0.004613	0.031687	$ 225.86	$ 201.12	$ 426.98
205	0.005212	0.035802	$ 255.19	$ 227.24	$ 482.42
206	0.004613	0.031687	$ 225.86	$ 201.12	$ 426.98
207	0.005212	0.035802	$ 255.19	$ 227.24	$ 482.42
208	0.004613	0.031687	$ 225.86	$ 201.12	$ 426.98
209	0.005063	0.034774	$ 247.89	$ 220.71	$ 468.60
210	0.004613	0.031687	$ 225.86	$ 201.12	$ 426.98
301	0.004957	0.034054	$ 242.70	$ 216.14	$ 458.84
302	0.004508	0.030967	$ 220.72	$ 196.55	$ 417.27
303	0.005257	0.036111	$ 257.39	$ 229.20	$ 486.59
304	0.004658	0.031996	$ 228.06	$ 203.08	$ 431.14
305	0.005257	0.036111	$ 257.39	$ 229.20	$ 486.59
306	0.004658	0.031996	$ 228.06	$ 203.08	$ 431.14
307	0.005257	0.036111	$ 257.39	$ 229.20	$ 486.59
308	0.004658	0.031996	$ 228.06	$ 203.08	$ 431.14
309	0.005108	0.035082	$ 250.10	$ 222.67	$ 472.76
310	0.004658	0.031996	$ 228.06	$ 203.08	$ 431.14
4000	0.006891		$ 337.40	$ -	$ 337.40
4001	0.006891		$ 337.40	$ -	$ 337.40
4002	0.006816		$ 333.72	$ -	$ 333.72
4003	0.006816		$ 333.72	$ -	$ 333.72
4004	0.006816		$ 333.72	$ -	$ 333.72
4005	0.006816		$ 333.72	$ -	$ 333.72
4006	0.006891		$ 337.40	$ -	$ 337.40
4007	0.006816		$ 333.72	$ -	$ 333.72
4008	0.008762		$ 429.00	$ -	$ 429.00
4009	0.006816		$ 333.72	$ -	$ 333.72
4010	0.008762		$ 429.00	$ -	$ 429.00

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION
MONTHLY ASSESSMENT SPREADSHEET

8/20/2024

UNIT #	% OWNED	% OWNED MIDRISE	GENERAL ASSESSMENT	MIDRISE ASSESSMENT	TOTAL MONTHLY ASSESSMENT
4011	0.006891		$ 337.40	$ -	$ 337.40
4100	0.008762		$ 429.00	$ -	$ 429.00
4101	0.008762		$ 429.00	$ -	$ 429.00
4102	0.008762		$ 429.00	$ -	$ 429.00
4103	0.008688		$ 425.38	$ -	$ 425.38
4104	0.006966		$ 341.07	$ -	$ 341.07
4105	0.008688		$ 425.38	$ -	$ 425.38
4106	0.006891		$ 337.40	$ -	$ 337.40
4107	0.008762		$ 429.00	$ -	$ 429.00
4108	0.006891		$ 337.40	$ -	$ 337.40
4109	0.006966		$ 341.07	$ -	$ 341.07
4110	0.006891		$ 337.40	$ -	$ 337.40
4111	0.006891		$ 337.40	$ -	$ 337.40
4112	0.006891		$ 337.40	$ -	$ 337.40
4113	0.006891		$ 337.40	$ -	$ 337.40
4114	0.006966		$ 341.07	$ -	$ 341.07
4115	0.006891		$ 337.40	$ -	$ 337.40
4116	0.006996		$ 342.54	$ -	$ 342.54
4117	0.006891		$ 337.40	$ -	$ 337.40
4118	0.006921		$ 338.87	$ -	$ 338.87
4119	0.006966		$ 341.07	$ -	$ 341.07
4120	0.006921		$ 338.87	$ -	$ 338.87
4121	0.006996		$ 342.54	$ -	$ 342.54
4122	0.006921		$ 338.87	$ -	$ 338.87
4123	0.006921		$ 338.87	$ -	$ 338.87
4124	0.006996		$ 342.54	$ -	$ 342.54
4125	0.006921		$ 338.87	$ -	$ 338.87
4126	0.006966		$ 341.07	$ -	$ 341.07
4127	0.006921		$ 338.87	$ -	$ 338.87
4128	0.006891		$ 337.40	$ -	$ 337.40
4129	0.006996		$ 342.54	$ -	$ 342.54
4130	0.006891		$ 337.40	$ -	$ 337.40
4131	0.006966		$ 341.07	$ -	$ 341.07
4132	0.006891		$ 337.40	$ -	$ 337.40
4133	0.006891		$ 337.40	$ -	$ 337.40
4134	0.006891		$ 337.40	$ -	$ 337.40
4135	0.006891		$ 337.40	$ -	$ 337.40
4136	0.006966		$ 341.07	$ -	$ 341.07
4137	0.006891		$ 337.40	$ -	$ 337.40
4139	0.006891		$ 337.40	$ -	$ 337.40
4141	0.006966		$ 341.07	$ -	$ 341.07
4151	0.006966		$ 341.07	$ -	$ 341.07

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION
MONTHLY ASSESSMENT SPREADSHEET

8/20/2024

UNIT #	% OWNED	% OWNED MIDRISE	GENERAL ASSESSMENT	MIDRISE ASSESSMENT	TOTAL MONTHLY ASSESSMENT
4153	0.006891		$ 337.40	$ -	$ 337.40
4155	0.006891		$ 337.40	$ -	$ 337.40
4157	0.006966		$ 341.07	$ -	$ 341.07
4200	0.008762		$ 429.00	$ -	$ 429.00
4201	0.008762		$ 429.00	$ -	$ 429.00
4202	0.008688		$ 425.38	$ -	$ 425.38
4203	0.008688		$ 425.38	$ -	$ 425.38
4204	0.008688		$ 425.38	$ -	$ 425.38
4205	0.008688		$ 425.38	$ -	$ 425.38
4206	0.008762		$ 429.00	$ -	$ 429.00
4207	0.008762		$ 429.00	$ -	$ 429.00
4208	0.008762		$ 429.00	$ -	$ 429.00
4209	0.008762		$ 429.00	$ -	$ 429.00
4210	0.008688		$ 425.38	$ -	$ 425.38
4211	0.008688		$ 425.38	$ -	$ 425.38
4212	0.008688		$ 425.38	$ -	$ 425.38
4213	0.008688		$ 425.38	$ -	$ 425.38
4214	0.008688		$ 425.38	$ -	$ 425.38
4215	0.008688		$ 425.38	$ -	$ 425.38
4216	0.008688		$ 425.38	$ -	$ 425.38
4217	0.008688		$ 425.38	$ -	$ 425.38
4218	0.008688		$ 425.38	$ -	$ 425.38
4219	0.008688		$ 425.38	$ -	$ 425.38
4220	0.008762		$ 429.00	$ -	$ 429.00
4221	0.008762		$ 429.00	$ -	$ 429.00
4250	0.006936		$ 339.60	$ -	$ 339.60
4251	0.006936		$ 339.60	$ -	$ 339.60
4252	0.006861		$ 335.93	$ -	$ 335.93
4253	0.006861		$ 335.93	$ -	$ 335.93
4254	0.006861		$ 335.93	$ -	$ 335.93
4255	0.006861		$ 335.93	$ -	$ 335.93
4256	0.006861		$ 335.93	$ -	$ 335.93
4257	0.006861		$ 335.93	$ -	$ 335.93
4258	0.006861		$ 335.93	$ -	$ 335.93
4259	0.006861		$ 335.93	$ -	$ 335.93
4260	0.006936		$ 339.60	$ -	$ 339.60
4261	0.006936		$ 339.60	$ -	$ 339.60
4262	0.006936		$ 339.60	$ -	$ 339.60
4263	0.006936		$ 339.60	$ -	$ 339.60
4264	0.006861		$ 335.93	$ -	$ 335.93
4265	0.006861		$ 335.93	$ -	$ 335.93
4266	0.006861		$ 335.93	$ -	$ 335.93

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION
MONTHLY ASSESSMENT SPREADSHEET

8/20/2024

UNIT #	% OWNED	% OWNED MIDRISE	GENERAL ASSESSMENT	MIDRISE ASSESSMENT	TOTAL MONTHLY ASSESSMENT
4267	0.006861		$ 335.93	$ -	$ 335.93
4268	0.006861		$ 335.93	$ -	$ 335.93
4269	0.006861		$ 335.93	$ -	$ 335.93
4270	0.006861		$ 335.93	$ -	$ 335.93
4271	0.006861		$ 335.93	$ -	$ 335.93
4272	0.006861		$ 335.93	$ -	$ 335.93
4273	0.006861		$ 335.93	$ -	$ 335.93
4274	0.006936		$ 339.60	$ -	$ 339.60
4275	0.006936		$ 339.60	$ -	$ 339.60
9488	0.006891		$ 337.40	$ -	$ 337.40
9490	0.006816		$ 333.72	$ -	$ 333.72
9492	0.006816		$ 333.72	$ -	$ 333.72
9494	0.006816		$ 333.72	$ -	$ 333.72
9496	0.006816		$ 333.72	$ -	$ 333.72
9498	0.006891		$ 337.40	$ -	$ 337.40
9502	0.006891		$ 337.40	$ -	$ 337.40
9504	0.006816		$ 333.72	$ -	$ 333.72
9506	0.006816		$ 333.72	$ -	$ 333.72
9508	0.006816		$ 333.72	$ -	$ 333.72
9510	0.006816		$ 333.72	$ -	$ 333.72
9512	0.006891		$ 337.40	$ -	$ 337.40
					8/12/2024
		1	$ 48,961.92	$ 6,347.00	$ 55,308.92
			$ 587,543.00	$ 76,164.00	$ 663,707.00

CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION
INSURANCE SPECIAL ASSESSMENT SPREADSHEET

8/31/2024

UNIT #	% OWNED	1ST HALF DUE 2/1/2025	2ND HALF DUE 5/1/2025	TOTAL INSURANCE SPECIAL ASSESSMENT
		$ 100,000.00		
101	0.004867	$ 243.35	$ 243.35	$ 486.70
102	0.004418	$ 220.90	$ 220.90	$ 441.80
103	0.005167	$ 258.35	$ 258.35	$ 516.70
104	0.004568	$ 228.40	$ 228.40	$ 456.80
105	0.005167	$ 258.35	$ 258.35	$ 516.70
106	0.004568	$ 228.40	$ 228.40	$ 456.80
107	0.005167	$ 258.35	$ 258.35	$ 516.70
108	0.004568	$ 228.40	$ 228.40	$ 456.80
109	0.005018	$ 250.90	$ 250.90	$ 501.80
110	0.004568	$ 228.40	$ 228.40	$ 456.80
201	0.004912	$ 245.60	$ 245.60	$ 491.20
202	0.004463	$ 223.15	$ 223.15	$ 446.30
203	0.005212	$ 260.60	$ 260.60	$ 521.20
204	0.004613	$ 230.65	$ 230.65	$ 461.30
205	0.005212	$ 260.60	$ 260.60	$ 521.20
206	0.004613	$ 230.65	$ 230.65	$ 461.30
207	0.005212	$ 260.60	$ 260.60	$ 521.20
208	0.004613	$ 230.65	$ 230.65	$ 461.30
209	0.005063	$ 253.15	$ 253.15	$ 506.30
210	0.004613	$ 230.65	$ 230.65	$ 461.30
301	0.004957	$ 247.85	$ 247.85	$ 495.70
302	0.004508	$ 225.40	$ 225.40	$ 450.80
303	0.005257	$ 262.85	$ 262.85	$ 525.70
304	0.004658	$ 232.90	$ 232.90	$ 465.80
305	0.005257	$ 262.85	$ 262.85	$ 525.70
306	0.004658	$ 232.90	$ 232.90	$ 465.80
307	0.005257	$ 262.85	$ 262.85	$ 525.70
308	0.004658	$ 232.90	$ 232.90	$ 465.80
309	0.005108	$ 255.40	$ 255.40	$ 510.80
310	0.004658	$ 232.90	$ 232.90	$ 465.80
4000	0.006891	$ 344.55	$ 344.55	$ 689.10
4001	0.006891	$ 344.55	$ 344.55	$ 689.10
4002	0.006816	$ 340.80	$ 340.80	$ 681.60
4003	0.006816	$ 340.80	$ 340.80	$ 681.60
4004	0.006816	$ 340.80	$ 340.80	$ 681.60
4005	0.006816	$ 340.80	$ 340.80	$ 681.60
4006	0.006891	$ 344.55	$ 344.55	$ 689.10
4007	0.006816	$ 340.80	$ 340.80	$ 681.60
4008	0.008762	$ 438.10	$ 438.10	$ 876.20

4009	0.006816	$	340.80	$	340.80	$ 681.60
4010	0.008762	$	438.10	$	438.10	$ 876.20
4011	0.006891	$	344.55	$	344.55	$ 689.10
4100	0.008762	$	438.10	$	438.10	$ 876.20
4101	0.008762	$	438.10	$	438.10	$ 876.20
4102	0.008762	$	438.10	$	438.10	$ 876.20
4103	0.008688	$	434.40	$	434.40	$ 868.80
4104	0.006966	$	348.30	$	348.30	$ 696.60
4105	0.008688	$	434.40	$	434.40	$ 868.80
4106	0.006891	$	344.55	$	344.55	$ 689.10
4107	0.008762	$	438.10	$	438.10	$ 876.20
4108	0.006891	$	344.55	$	344.55	$ 689.10
4109	0.006966	$	348.30	$	348.30	$ 696.60
4110	0.006891	$	344.55	$	344.55	$ 689.10
4111	0.006891	$	344.55	$	344.55	$ 689.10
4112	0.006891	$	344.55	$	344.55	$ 689.10
4113	0.006891	$	344.55	$	344.55	$ 689.10
4114	0.006966	$	348.30	$	348.30	$ 696.60
4115	0.006891	$	344.55	$	344.55	$ 689.10
4116	0.006996	$	349.80	$	349.80	$ 699.60
4117	0.006891	$	344.55	$	344.55	$ 689.10
4118	0.006921	$	346.05	$	346.05	$ 692.10
4119	0.006966	$	348.30	$	348.30	$ 696.60
4120	0.006921	$	346.05	$	346.05	$ 692.10
4121	0.006996	$	349.80	$	349.80	$ 699.60
4122	0.006921	$	346.05	$	346.05	$ 692.10
4123	0.006921	$	346.05	$	346.05	$ 692.10
4124	0.006996	$	349.80	$	349.80	$ 699.60
4125	0.006921	$	346.05	$	346.05	$ 692.10
4126	0.006966	$	348.30	$	348.30	$ 696.60
4127	0.006921	$	346.05	$	346.05	$ 692.10
4128	0.006891	$	344.55	$	344.55	$ 689.10
4129	0.006996	$	349.80	$	349.80	$ 699.60
4130	0.006891	$	344.55	$	344.55	$ 689.10
4131	0.006966	$	348.30	$	348.30	$ 696.60
4132	0.006891	$	344.55	$	344.55	$ 689.10
4133	0.006891	$	344.55	$	344.55	$ 689.10
4134	0.006891	$	344.55	$	344.55	$ 689.10
4135	0.006891	$	344.55	$	344.55	$ 689.10
4136	0.006966	$	348.30	$	348.30	$ 696.60
4137	0.006891	$	344.55	$	344.55	$ 689.10
4139	0.006891	$	344.55	$	344.55	$ 689.10
4141	0.006966	$	348.30	$	348.30	$ 696.60
4151	0.006966	$	348.30	$	348.30	$ 696.60
4153	0.006891	$	344.55	$	344.55	$ 689.10
4155	0.006891	$	344.55	$	344.55	$ 689.10
4157	0.006966	$	348.30	$	348.30	$ 696.60

4200	0.008762	$	438.10	$	438.10	$	876.20
4201	0.008762	$	438.10	$	438.10	$	876.20
4202	0.008688	$	434.40	$	434.40	$	868.80
4203	0.008688	$	434.40	$	434.40	$	868.80
4204	0.008688	$	434.40	$	434.40	$	868.80
4205	0.008688	$	434.40	$	434.40	$	868.80
4206	0.008762	$	438.10	$	438.10	$	876.20
4207	0.008762	$	438.10	$	438.10	$	876.20
4208	0.008762	$	438.10	$	438.10	$	876.20
4209	0.008762	$	438.10	$	438.10	$	876.20
4210	0.008688	$	434.40	$	434.40	$	868.80
4211	0.008688	$	434.40	$	434.40	$	868.80
4212	0.008688	$	434.40	$	434.40	$	868.80
4213	0.008688	$	434.40	$	434.40	$	868.80
4214	0.008688	$	434.40	$	434.40	$	868.80
4215	0.008688	$	434.40	$	434.40	$	868.80
4216	0.008688	$	434.40	$	434.40	$	868.80
4217	0.008688	$	434.40	$	434.40	$	868.80
4218	0.008688	$	434.40	$	434.40	$	868.80
4219	0.008688	$	434.40	$	434.40	$	868.80
4220	0.008762	$	438.10	$	438.10	$	876.20
4221	0.008762	$	438.10	$	438.10	$	876.20
4250	0.006936	$	346.80	$	346.80	$	693.60
4251	0.006936	$	346.80	$	346.80	$	693.60
4252	0.006861	$	343.05	$	343.05	$	686.10
4253	0.006861	$	343.05	$	343.05	$	686.10
4254	0.006861	$	343.05	$	343.05	$	686.10
4255	0.006861	$	343.05	$	343.05	$	686.10
4256	0.006861	$	343.05	$	343.05	$	686.10
4257	0.006861	$	343.05	$	343.05	$	686.10
4258	0.006861	$	343.05	$	343.05	$	686.10
4259	0.006861	$	343.05	$	343.05	$	686.10
4260	0.006936	$	346.80	$	346.80	$	693.60
4261	0.006936	$	346.80	$	346.80	$	693.60
4262	0.006936	$	346.80	$	346.80	$	693.60
4263	0.006936	$	346.80	$	346.80	$	693.60
4264	0.006861	$	343.05	$	343.05	$	686.10
4265	0.006861	$	343.05	$	343.05	$	686.10
4266	0.006861	$	343.05	$	343.05	$	686.10
4267	0.006861	$	343.05	$	343.05	$	686.10
4268	0.006861	$	343.05	$	343.05	$	686.10
4269	0.006861	$	343.05	$	343.05	$	686.10
4270	0.006861	$	343.05	$	343.05	$	686.10
4271	0.006861	$	343.05	$	343.05	$	686.10
4272	0.006861	$	343.05	$	343.05	$	686.10
4273	0.006861	$	343.05	$	343.05	$	686.10
4274	0.006936	$	346.80	$	346.80	$	693.60

4275	0.006936	$	346.80	$	346.80	$	693.60
9488	0.006891	$	344.55	$	344.55	$	689.10
9490	0.006816	$	340.80	$	340.80	$	681.60
9492	0.006816	$	340.80	$	340.80	$	681.60
9494	0.006816	$	340.80	$	340.80	$	681.60
9496	0.006816	$	340.80	$	340.80	$	681.60
9498	0.006891	$	344.55	$	344.55	$	689.10
9502	0.006891	$	344.55	$	344.55	$	689.10
9504	0.006816	$	340.80	$	340.80	$	681.60
9506	0.006816	$	340.80	$	340.80	$	681.60
9508	0.006816	$	340.80	$	340.80	$	681.60
9510	0.006816	$	340.80	$	340.80	$	681.60
9512	0.006891	$	344.55	$	344.55	$	689.10

8/20/2024

Robertson Ryan Insurance

Top 100 US Insurance Agency

2024 Insurance Renewal Summary
Cherrywood Village Condominium Association Inc.
July 31, 2024

	2023-2024	2024-2025
Property Primary	WKFC	WKFC
Scheduled Buildings – All Buildings	$5,000,000	$5,000,000
Deductible – occurrence	100,000 per occurrence	50,000 per occurrence
Water Deductible	100,000 per occurrence	50,000 per occurrence
Wind and Hail Deductible	1% per bldg. $25,000 minimum	1% per bldg. $100,000 minimum
Sewer Backup	50,000	50,000
Ordinance or Law Coverage		
Coverage A	Building Limit	Building Limit
Coverage B & C Combined	250,000	250,000
	$ 124,630.00	**$ 130,561.77**
	25% Minimum Earned	**25% Minimum Earned**
Property Excess	GEP/RB Jones (Lloyds)	GEP/RB Jones (Lloyds)
Scheduled Buildings – All Buildings	$5M x $5M	$5M x $5M
Deductible - occurrence	Per primary	Per primary
Wind and Hail Deductible	Per primary	Per primary
	$ 28,840	**$ 31,322.30**
	35% Minimum Earned	**35% Minimum Earned**
Property Excess	Homeland Ins	Homeland Ins
Scheduled Buildings – All Buildings	$18,818,523 x $10M	$19,991,205 x $10M
Deductible - occurrence	Per Primary	Per Primary
Wind and Hail Deductible	Per Primary	Per Primary
	$ 33,217.50	**$ 33,346.25**
	35% Minimum Earned	**35% Minimum Earned**
Property Total Premium =	**$ 186,687.50**	**$ 195,230.32**
Total Building Limits =	$ 28,818,523	$ 29,991,205

www.RobertsonRyan.com/a.preygroup.com

Terry Maloney
414-221-0324

Garrett Maloney
414-221-0324

Trusted Choice INDEPENDENT INSURANCE AGENTS

BUSINESS PARTNER community ASSOCIATIONS INSTITUTE

General Liability		
Each Occurrence	1,000,000	1,000,000
General Aggregate	2,000,000	2,000,000
	$ 14,513.73 installments	**$ 15,514.89 installments**
Hired & Non-Owned Liability	1,000,000	1,000,000
	$ 317	**$ 485**
Boiler Policy		
Direct Damage Limit	25,000,000	25,000,000
Deductible	5,000	5,000
	$ 1,035	**$ 1,116**
Workers Compensation	Statutory	Statutory
	$ 966 (Net $295 Yearend)	**$ 907 (Net $295 Yearend)**
Umbrella	15,000,000	15,000,000
	$ 3,522	**$ 5,259**
Directors & Officers	1,000,000	1,000,000
	$ 1,842	**$ 2,071**
Crime – 3-year term		
Employee Theft	625,000	625,000
Forgery	625,000	625,000
Computer Fraud	625,000	625,000
Funds Transfer Fraud	625,000	625,000
Retention	6,000	6,000
Social Engineering	100,000	100,000
Retention	5,000	5,000
	$ 1,821	**$ 1,821**
Entire Total =	**$ 208,962.03**	**$ 221,792.21**

Trusted Choice
INDEPENDENT INSURANCE AGENTS

www.PedersonFuller.com malone.group.com

Terry Maloney
414-221-0341

Garrett Maloney
414-221-0324

BUSINESS PARTNER
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Top 100 US Insurance Agency

community

Trusted Choice Independent Insurance Agents of Wisconsin

Unit Owner Letter for Insurance

Date: 8/15/2024
Dear Unit Owner: Cherrywood Village Condominium Association, Inc.

The Board of Directors has asked us to convey in general some of the exposures that you as an individual Unit Owner must insure or assume personally in the event of a loss. The Board of Directors of your Association has purchased a master insurance policy in accordance to your governing documents, for all the Real Property, including units' Improvements & Betterments.

It is the sole responsibility for Unit Owners to purchase a Condominium Unit Owner's HO-6 insurance policy. Unit Owners may be obligated, at the Board's direction, to cover the Associations policy deductible. We recommend that you confirm with your personal insurance company that they will provide coverage for your responsibility. The Association deductible is $50,000 for property damage losses and 1% per bldg wind/hail.

There are certain minimum guidelines we recommend to compliment the Master Policy:

- Building/Coverage A: Minimum of $50,000
- Loss Assessment: Minimum of $25,000
- Sewer/Water Backup: Minimum limit of $10,000
- You are responsible to insure your own Personal Property & Personal Liability

Mortgage Holder/Lender requests for Certificate of Insurance:
Please complete our form Online at www.robertsonryan.com/maloneygroup/coi
For questions or assistance, please contact Heidi Patton at 414-270-6832 or HPatton@robertsonryan.com

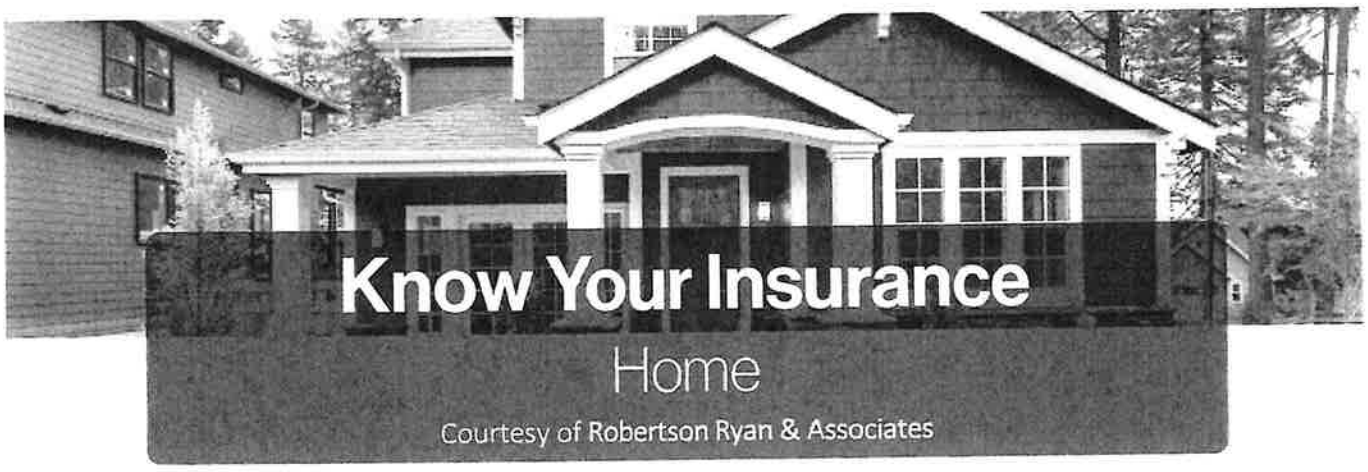
Each Owner's insurance needs are unique, and we recommend discussing this letter with your insurance agent. Alternatively, you may contact us if you have questions about your personal insurance, or would like a competitive insurance bid. I trust you will find this information helpful in protecting your personal insurance needs.

Respectfully,

Terry Maloney
Agent & Vice President
414-22 -034
tmaloney@robertsonryan.com

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The Importance of Loss Assessment Coverage

At most condo communities, a homeowners association (HOA) is equipped with an insurance policy that provides coverage for incidents that occur outside of a condo owner's personal unit. This is commonly known as a master policy, and some condo owners wrongfully assume it is adequate enough to account for all incidents that occur in a shared area of the property, like lobbies, stairwells, pools and outdoor spaces.

However, in the event that damages from an incident exceed the limits of the HOA's master policy, all condo residents may have to pay out of pocket for any losses, even if they were not at fault. To avoid this, loss assessment coverage is a critical add-on all condo owners should consider.

What is Loss Assessment Coverage?

Loss assessment coverage is an add-on to standard condo policies. It provides much-needed protection in instances where owners of a shared property are held responsible for a significant portion of the costs associated with a covered incident. Examples of this may include the following:

1. A major hailstorm occurs and causes $550,000 worth of damage to the condo building. While the HOA has a master policy, it only covers $500,000 worth of damage, leaving all condo residents to pay for the additional $50,000 of uncovered damage out of pocket.
2. A visitor to the condo property injures themselves on the tennis court. Unfortunately, their injury bills exceed the HOA's liability coverage, creating a major financial burden for condo residents.
3. A fire breaks out and destroys a large portion of the lobby. The HOA's master policy isn't adequate enough to cover all of the damages, and condo owners are forced to pay a portion of the repairs.

Simply put, loss assessment coverage provides a safety net for condo owners, ensuring they do not have to pay for incidents that occur to shared property and exceed the limits listed in the HOA's master policy. What's more, loss assessment coverage can apply to property damage, liability, injuries that occur on condo property or **deductibles.**

The amount of coverage you need will depend on the limits listed in your HOA's master policy. To learn more, and to secure a policy that's right for you, contact Robertson Ryan & Associates today.

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CHERRYWOOD VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

Cherrywood Village Condominiums

Rules and Regulations

Updated February 2020, January 2024 and May 2024

Table of Contents

INTRODUCTION 1

PROFESSIONAL MANAGEMENT COMPANY 1

CONDOMINIUM DOCUMENTS 2

RULES AND REGULATIONS 2

A. PARKING 2

A.1 GENERAL PARKING 2

A.2 UNDERGROUND PARKING 4

A.3 OUTSIDE PARKING 5

B. ANIMALS 6

C. SWIMMING POOL RULES 7

D. NOISE LEVELS 8

E. PLAY AREAS 9

F. PATIOS AND GRASSY COMMON AREAS 10

G. SNOW REMOVAL 10

H. GARBAGE REMOVAL/RECYCLING PROGRAM 11

I. MAINTENANCE, REPAIRS, AND REPLACEMENTS 11

J. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS 12

K. SIGNS 12

L. WINDOW DRESSING 13

M. RUMMAGE SALES 13

N. OFFICIAL NOTIFICATION PROCEDURES AND RESIDENT REGISTRATION 13

O. LANDSCAPING 14

P. EXTERIOR CHANGES 14

Q. SOLICITATION 14

R. PEST CONTROL 14

S. MIDRISE 15

T. CONTRACTORS 15

U. SUMP PUMPS 15

V. ASSESSMENTS/PROCEDURES FOR COLLECTION OF DELINQUENT ASSESSMENTS 15

W. LEASING BY UNIT-OWNER 16

X. ANTI-DISCRIMINATION ANTI-HARASSMENT POLICY 17

Y. ENFORCEMENT OF PENALTIES AGAINST VIOLATORS 19

Z. APPEAL OF ALLEGED VIOLATION 20

AA. GRIEVANCE COMMITTEE RULES AND PROCEDURES 20

BB. INTEREST AFFECTED 23

CC. REMEDIES NON-EXCLUSIVE 23

DD. PENALTIES 23

INTRODUCTION

The Board of Directors and the Management Company would like to welcome you to Cherrywood Village Condominium Association. We are pleased that you have chosen to reside at Cherrywood Village and hope that you will enjoy your home.

Condominium living may require an adjustment for some individuals because it is different from a private residence. Rules governing the day-to-day use of the property have been adopted by the Board of Directors as detailed in this booklet. All residents are subject to all provisions of the Condominium Declaration, Bylaws and these Rules and Regulations. At times these documents or actions taken by the Board might not be in direct accord with actions that an Owner might take for a private residence. However, as in any group enterprise, condominium living requires a degree of compromise for the benefit of all. It is essential for all Residents to demonstrate an attitude of courtesy, responsibility and community involvement.

Owners of Cherrywood Village pay a monthly maintenance fee to cover the expense of major functions that are performed for the benefit of all Residents. The fee includes such things as lawn care, snow removal, pool maintenance, insurance, legal counsel, professional services and the funding of a reserve or "savings" account. Whenever work is done by volunteers, the Association saves money.

Although we pay a professional company to coordinate daily operations and financial matters, the overall responsibility of the property still belongs with the Owners. Cherrywood Village thrives on the help of volunteers. Members of the Board of Directors and committees all work without compensation. Their reward is the satisfaction of helping to maintain an attractive, pleasant place to live. All owners should be aware of their responsibility to volunteer some of their time and talent to the Association. If you want to volunteer to help in some way contact the Management Company.

The Board of Directors reserves the right to levy fines on any issues not spelled out herein. New issues arise from time and time, and the Board has the right to deal with those issues on a case by case basis.

PROFESSIONAL MANAGEMENT COMPANY

As noted above, Cherrywood Village benefits from the services of a professional company.

Hunt Management Incorporated, AAMC
10520 N. Baehr Road, Suite Q.
Mequon, Wisconsin 53092
262-238-1480 Phone / 262-238-1485 Fax

While the Management Company takes direction from and reports to the Board of Directors, it is responsible for the day-to-day administrative, financial and property maintenance affairs of the Association. Therefore, any and all related questions, comments, or concerns should be directed to the Management Company. The manager meets with the Board of Directors on a monthly basis to discuss matters of concern to the Association, solicit Board direction and share owner concerns.

CONDOMINIUM DOCUMENTS

A. Pursuant to the Condominium Declaration, page 2(f), the term Common Element means... "all portions of the Property, except the Units, including, without limitation, the land, foundations, walls, hallways, stairways, entrances and exits, laundries, mechanical equipment areas, storage areas, office of the building manager, incinerator, elevators, boilers, the boiler room, roofs, pipes, ducts, electrical wiring and inclusive, public utility lines, structural parts of the Building, outside walks and driveways, landscaping and all other portions of the Property except the individual Units. Structural columns located within the boundaries of the Unit shall be part of the Common Elements. Any references to "Common Elements" appearing on the Plat (except references to Limited Common Elements) shall be deemed solely for the purposes of general information and shall not be limiting in any way, nor shall any such reference define the Common Elements in any way."

B. Pursuant to the Condominium Declaration, page 3(j), the term Limited Common Element means... "all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration or on the Plat. Said Limited Common Elements shall include, but shall not be limited to, pipes, ducts, electrical wiring, and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, such partitions of the perimeter walls, floors and ceiling, doors, vestibules windows and entryways and all associated fixtures and structures therein, as lie outside the Unit boundaries and serve exclusively a single Unit or adjoining Units, as aforesaid."

C. Each Unit Owner should receive a copy of the condominium documents (Condominium Declaration, Articles of Incorporation and Bylaws) from the previous owner. The Unit Owner is responsible to be familiar with the content of these documents. If the documents are not transferred or lost, the new owner is responsible to obtain a replacement copy from the Management Company.

D. Each Unit Owner or Unit Renter should obtain from Seller or Landlord, a copy of the Association Rules and Regulations and familiarize themselves with them within 7 days of occupancy. A copy of the Rules can be obtained from the Management Company. A Unit Owner or Renter's failure to obtain a copy of the Rules, or ignorance of same, shall not constitute a justifiable reason for non-compliance.

RULES AND REGULATIONS

A. PARKING

A.1 GENERAL PARKING

A.1.a Each Unit is assigned one outside parking space for their vehicle(s). Each Resident must park their vehicle(s) in this assigned space only. If the Resident has more than one vehicle, an additional parking space may be leased to the owner by the Management Company if a space

is available. These spaces will be outside or in the underground parking garage at the current rental rates.

A.1.b All owners/occupants at Cherrywood Village Condominiums may submit a written complaint (e-mail or a letter) to the Board of Directors or the management company if someone is parked in their assigned parking space. The owner/occupant must include their assigned space number, the make, model, color and license plate of the vehicle in their space and the time and date. The Board of Directors or management company may then call a towing company and have the unassigned vehicle towed at the owner's expense once the complaint is received.

A.1.c All Residents must register all their vehicle(s) with the Management Company of the Association within 7 calendar days of occupancy. All Residents must notify the Management Company within 7 calendar days of any changes to their vehicles (i.e., different vehicle, new plates, etc.)

A.1.d Permitted vehicles include any automobile, truck, or motorcycle with a gross vehicle weight not exceeding 5,000 pounds. Trailers, recreational vehicles including, but not limited to, all types of campers, motor homes, RV's, boats, or other marine craft, snowmobiles, or ATV's are not permitted on the property at any time. They are to be parked only on the Green Bay access road. For special temporary circumstances, arrangements must be made in advance thru the Management Company.

A.1.e Parking is reserved for resident vehicles only. Parking spaces are for vehicles only and no other item is to be stored or left in parking spaces.

A.1.f The Board of Directors at their sole discretion reserves the right to require any damaged vehicle to rent a space in the East rear lot, or remove the vehicle from the property.

A.1.g Each vehicle must display a Cherrywood Village parking sticker on the passenger side of the front windshield.

A.1.h All vehicles parked in outdoor spaces must be parked so their front tire is within 6 inches of the curb (or edge of drive) to allow unimpeded traffic flow. Vehicles may not be backed into the outdoor parking spaces. All owners/occupants must be parked in between the two lines and must not interfere with a neighboring parking space.

A.1.i One motorcycle may also be parked in a resident's parking space (either assigned or rented), if the combined length of the total contents does not exceed 19 feet. A protective plate must be placed under the motorcycle rest stand when the vehicle is parked on asphalt.

A.1.j Abandoned, inoperative, or unlicensed vehicles are not permitted on the property. Vehicles may not be stored on the property unless a space is rented specifically for that purpose. A vehicle that is not driven on a weekly basis is to be considered stored. Month to month rental of an underground parking space is available for vehicle storage at a rate to be determined by the Board of Directors. The Board may require removal of a "stored" vehicle

at any time to accommodate regular parking needs. Stored vehicle must be in compliance with all other Rules and Regulations.

A.1.k Vehicles with snowplows attached are permitted on the property with board approval only. These vehicles are only be parked in the back lot and the plow may not exceed 7 feet in width.

A.1.l Traffic flow on Cherrywood Lane is in a clockwise direction. Maximum speed on Cherrywood Lane is 10 miles per hour. Exiting through the North Cherrywood Lane entrance is strictly prohibited unless in an emergency or access to the South exit is blocked.

A.1.m Visitor parking spaces are reserved solely for the use of guests of residents of Cherrywood Village. Except as permitted for snow removal, no Resident shall ever place their vehicle in a visitor's space.

A.1.n Each Unit is permitted to use a visitor's space a maximum of 21 times per calendar year. For special arrangements due to special circumstances, permission must be arranged in advance thru the Management Company during normal business hours. In cases where a Unit Owner is required to rent a space for a frequent guest, the Unit Owner must designate a specific vehicle for that space. Said vehicle shall be registered and classified as a "Resident Vehicle" and all resident vehicle rules will apply.

A.1.o Each Unit is subject to a limitation on the number of vehicles that may be parked on the property. The maximum number of vehicles is three. A Unit may rent a maximum of two spaces. This is limited to either two outdoor spaces or one indoor and one outdoor space, or two indoor spaces (subject to limitations, see A.2). This rule may not be circumvented by using, renting, or leasing a space from another Unit Owner.

A.1.p For rules related to snow parking rules, see Section "G".

A.2 UNDERGROUND PARKING

A.2.a Underground parking is available on a first come, first serve basis to Cherrywood Village residents. Rental rates are determined by the Board of Directors. Leases are on an annual basis and begin at the time of occupancy.

A.2.b All leases must be entered into by the Unit Owner, and will immediately terminate upon the sale of the Unit. Lease arrangements must be made with the Management Company. A deposit for the garage door opener and the service door key are required. These said deposits must be made at the time the lease is entered into. All spaces are rented from the first day of the month to the last day of the month. Rental fees are not pro-rated.

A.2.c A unit owner is responsible for the return of the garage door opener and service door key to the Management Company. The unit owner is responsible for rent until the opener and key are returned to the management company.

A.2.d Only vehicles as described in A.1.d may use the underground parking.

A.2.e Vehicles must pull completely into their spaces. Vehicles may not extend beyond the "pillar".

A.2.f A.1.d also applies to underground parking.

A.2.g Clearance for the underground garage is 6'6". Vehicles exceeding this clearance should not attempt to enter the garage. Any damage caused to the garage door or any portion of the structure is the responsibility of the vehicle owner and the responsible Unit Owner. In a case where damage is done to the garage or door and not reported to the Management Company immediately, the Board of Directors may levy a penalty of not less than $300.00 and eviction from the garage in addition to the cost of repairing or replacing the affected door. The Board of Directors may refuse an owner use of the garage at any time if their vehicle is deemed to be too tall for safe use of the garage.

A.2.h No one is allowed to loiter in the garage or near the garage entrance/exit doors, including the stairwells. No one should play or loiter near the garage entrance/exit doors. No one is permitted into the garage area unless they are renting a parking space or for midrise unit occupants while disposing of trash in the dumpsters.

A.2.i No one is allowed to walk in or out through the front or rear garage doors at any time. It is too dangerous for people to walk in and out through these doors with cars constantly driving in or out.

A.2.j Past due assessments, fines, charges, or repeat violations of any Rules and Regulations shall be sufficient grounds for lease termination at the discretion of the Board of Directors.

A.2.k Parking spaces must be kept clean, and liquid spills must be cleaned and swept up. Excessive or continued leakage could cause eviction from the underground garage as determined by the Board of Directors.

A.2.l Maximum speed in the underground garage is 5 mph.

A.3 OUTSIDE PARKING

A.3.a One outside parking space will be assigned to each Unit for their exclusive use. All rules mentioned in A.1.a thru A.1.p apply to the outdoor parking spaces.

A.3.b Additional outside parking spaces are available at current rental rates as determined by the Board of Directors. The terms of the lease as defined in A.2.a thru A.2.c apply to outdoor rental spaces.

A.3.c Residents are permitted to perform limited vehicle maintenance (e.g., changing oil, etc.) in their outside space. The resident must clear and clean the area following completion, including absorbing and disposing of any oil spills, grease, and other debris. No vehicle may be left unattended on jack stands, ramps, etc. at any time. All oil and other restricted debris must be disposed of in accordance with all State and Federal Regulations that may apply. Violation of the rule will result in a fine of not less than $250.00 and permanent revocation of the violator's right to perform limited maintenance of any kind on any vehicle.

B. ANIMALS

B.1 Town house unit owners only shall be permitted to maintain a cat or dog on the premises. No cats or dogs shall be maintained on the midrise premises. No midrise owner or tenant shall be allowed to maintain an animal upon the property except those who maintained an animal prior to January 2006 and then only for the lifetime of that animal. No livestock, poultry, reptiles or exotic animals shall be raised, kept, bred or allowed in any unit or the common elements. The maintenance of animals is at all times subject to compliance with the following regulations.

B.2 A maximum of two dogs shall be allowed per Unit, and each dog shall not exceed 60 pounds in weight. Owners wishing to keep two dogs must notify the Management Company prior to obtaining a second dog. An additional $25.00 fee will be assessed monthly to all Unit Owners who keep two dogs. No dog in excess of 40 pounds in weight, except those registered prior to January 1, 2007, shall be allowed. The Board of Directors and/or Management Company may request proof of weight of dog(s) at any time. No more than a total of two permitted animals shall be allowed per Unit. Unit Owners may keep 1 cat and 1 dog, 2 cats and no dogs or 2 dogs and no cats. No permitted animal may be kept, bred or maintained for commercial purposes.

B.3 All animals kept on the property must be registered with the Management Company. Such registration must include:

Breed, color and name of the animal(s)
Address of Unit maintaining animal(s)
Name(s) of resident(s) owning animal(s)
License number of animal(s)

B.4 All owners of dogs and cats must have proof of compliance with licensing requirements and distemper and rabies shots (from a licensed veterinarian) on file with the Management Company by March 1st of each year.

B.5 The Unit Owner is responsible and liable for any damage or injury caused by an animal.

B.6 No animal houses, sheds or exterior structures of any type are allowed. Under no circumstances may any animal be chained outdoors to any stake, electric pole or utility cabinet, telephone cabinets, fire hydrants, trees, light poles, downspouts, fences, animal stakes, etc. Animals are only permitted outside on the property pursuant to Section B.7 and B.8 below.

B.7 Animal owners must immediately cleanup any excrement of their animal. (See also Brown Deer Village Code, Article 1, Section 6-1.04B). Animal owners must comply with all laws, regulations and ordinances regarding animals including the Brown Deer Village Code on animals.

B.8 No animal may be allowed to run free or unattended at any time. All animals outside the confines of the Unit shall be restricted on a leash by a person capable of controlling the animal. (Brown Deer Village Code, Article 1, Section 6-1.03). Walking animals on a leash is permitted only on the outer perimeter of the property, that is, the grassy common areas on the north and the east borders.

B.9 No animal owner may own or keep any permitted animal, which by frequent and/or habitual barking, howling or other sounds for an extended period of time, causes a nuisance. (Brown Deer Village Code, Article 1, Section 6-1.04A).

B.10 No animal is permitted within the swimming pool enclosure or play area.

C. SWIMMING POOL RULES

C.1 Pool is open from 8 A.M. – 10 P.M. when the sign is posted that the pool is open during the pool season.

C.2 Only Cherrywood Village Residents and their guests may use the swimming pool. Residents should not open the gate for any person to enter the pool area. The gate must never be propped open. The swimming pool gate must be locked at all times as specified by the Village of Brown Deer Health Department. A valid recreation pass must be presented upon request. Unit owners are responsible for the compliance to these rules of each family member and their guest(s) regardless of age, and are liable for their actions while they are using the pool area. In the event of repeated violations, the family member or guest will be asked to discontinue his/her use of the pool. In the case of damage to the property, an assessment for repair or replacement may be made against the Unit Owner by the Board of Directors.

C.3 Pool keys may be acquired at the management companies' principal office. A deposit determined by the Board of Directors is required for the key, as well as the resident filling out a registration form as detailed in Rule N.2, below. Only one key will be issued per unit. Pool keys can be returned at the management companies' principal office and a check will be sent in the amount of the original deposit.

C.4 No guests are allowed in the pool area unless accompanied by a resident at all times.

C.5 Free passes shall be distributed to Units as follows; 1 bedroom Units = 2 passes, 2 bedroom units = 4 passes, 3 bedroom units = 6 passes, upon request. In addition, each Unit shall be allowed to purchase a maximum of 2 additional passes at a cost, determined annually by the board of directors, good for one pool season. Passes must be presented upon request.

C.6 There is no lifeguard on duty. Residents are responsible for those under the age of 18. It is recommended to never swim alone.

C.7 No one under the age of 18 is allowed in the gated pool area unless accompanied by an adult resident of Cherrywood. A guest pass can be used for a "nanny or babysitter" of a resident of Cherrywood Village Condominiums the prior Board of Directors approval. Nannies or

babysitters must be at least 18 years or older and may use the pool when they are accompanied by resident minors.

C.8 Persons with infectious conditions or diseases shall not use the pool.

C.9 "No food, gum or tobacco is permitted in the pool or the pool area. Alcoholic beverages are not permitted in gated pool area. Non-alcoholic beverages in shatter proof plastic containers are permitted. No glass or metal containers are permitted in the pool or gated pool area." (HSSS172.06 Wisconsin Administrative Code).

C.10 Keep off the rope. Rope may be taken down for lap swimming, but must be returned when finished.

C.11 No animals are permitted in the gated pool area.

C.12 Shorts, cut-offs, long pants, capris, T-shirts, etc. are not acceptable as swimming attire and will not be allowed in the pool. Standard swimming attire only must be worn in the pool.

C.13 Indecent or disorderly behavior is not permitted and will be reported to the Brown Deer Police Department.

C.14 All users of the pool and gated pool area are responsible for removing all items brought to the pool area when leaving the area.

C.15 Music is allowed at a responsible noise level.

C.16 No diving, no running, or running to jump in the pool is allowed.

C.17 Lounge chairs may not be reserved. Pool furniture is the property of the Condominium Association and may not be removed from the pool area. Chairs, tables, etc. should be returned to their proper place. Umbrellas should be closed after use.

C.18 In consideration of all residents who live close to the pool, the noise level should be kept at a minimum at all times, especially from 8:00 pm to 10:00 pm. No screaming allowed.

C.19 Management, board members, and residents reserve the right to ask residents/guests to leave for any violations of rules.

C.20 Unit Owners and their Tenants who are at least 2 months behind in their Condominium dues shall have their swimming pool privileges revoked until account is paid in full.

D. NOISE LEVELS

D.1 All Residents have a right to quiet and privacy without disturbance from other Units or from common areas, especially during nighttime hours (after 10 P.M.) and weekend mornings (before 9 A.M.)

D.2 Noise levels above normal tones, to such levels as to be disturbing, are not permitted on the property or within a Unit. The time and day of the week will be taken into consideration. Radios, televisions and other speaker systems used either indoors or outdoors should be kept at a level that will not disturb neighbors.

E. PLAY AREAS

E.1 Residents are encouraged to make use of the play area and lawn space located within the east recreation area at the back of the complex.

E.2 Unit Owners shall be responsible and liable for the conduct of their residents and guests and any damage resulting from their actions.

E.3 No wheeled riding devices, roller blades, pogo stick or skateboard may be operated or ridden on any grassy common area. Bicycles and any other non-electric scooter or other human-powered wheeled riding vehicles may be ridden on outer perimeter sidewalks or the east or west garage decks only and must be walked on inner sidewalks for safety reasons. No other types of vehicles may be driven or placed on the east and west garage decks.

E.4 Throwing, kicking or bouncing of balls is restricted to the play area east of the back drive and play must be away from vehicles. Throwing, kicking or bouncing of balls against any wall or building structure is prohibited.

E.5 Hitting of balls (e.g., baseball, golf, etc.) is only allowed in the play area.

E.6 No resident may play or loiter in the garage, near the garage entrance/exits, on or near the garage entrance/exit retaining walls, in roadways, parking areas or west garage deck and midrise building, in the trees/bushes, snow piles or in the dumpsters.

E.7 No skateboarding is allowed on the property. Roller-skating is permitted on the sidewalks only. Not the front or back deck.

E.8 Marking of sidewalks with chalk is permitted. Tagging, gang signs and any marking of the roadway or anywhere within Cherrywood Village is not permitted.

E.9 The operating of motorized or electric toys are only allowed on the play area.

E.10 No personal property is to be left unattended in the common areas.

E.11 Any activity, which may result in property damage or personal injury, is prohibited. Activity that is judged to be dangerous, rowdy, noisy, disturbing or otherwise contrary to a quiet, comfortable, and safe environment is prohibited.

E.12 Cherrywood Village Condominium Association is not responsible for the supervision of any children, residents or guests while on the property.

F. PATIOS AND GRASSY COMMON AREAS

F.1 No property of any kind is to be stored or left on the patio areas, with the exception of planters, grills, patio furniture, and bicycles. Bicycles can only be chained to your air conditioner. They may not be chained to trees, fences, building fixtures or any other common element. No clothing may be attached to or hung on fences. No more than two (2) decorative items may be attached to fences provided that they weigh no more 5 lbs. each. No property of any kind is to be stored or left unattended on the common area.

F.2 No property, except planters and mats, are allowed on the front doorstep.

F.3 No carpeting of any kind is allowed on either the patio area or front step area.

F.4 The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law:

(1.) Owners must notify the Board in advance of installing a satellite dish or antenna.

(2.) No satellite dishes or antennas may be placed in the common area, including placement on the roof.

(3.) In the event that adequate reception quality cannot be achieved by installation on the unit's patio, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

(4.) Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the front or side of the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.).

(5.) Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.

F.5 No hibachi, gas fired grill, charcoal grill, electric grill or other similar device used for cooking shall be used within 10 feet of any structure per Village of Brown Deer Fire Prevention Code (Section 15).

F.6 No fire pits or fire receptacles of any kind are allowed on the Property.

G. SNOW REMOVAL

G.1 Townhouse Residents are responsible for snow and ice removal from their front doorstep.

G.2 All Residents must cooperate with snow removal procedures on the property; e.g., vehicles must be removed to accommodate snowplows upon request or as otherwise directed. Vehicles must be removed from their respective outside parking space by 8 AM following a snowfall in excess of 2 inches.

G.3 Sand is the only approved material allowed to be used on the concrete deck. All other products are prohibited.

G.4 All Residents must cooperate with the snow removal contractor's timing for cleanup.

H. GARBAGE REMOVAL/RECYCLING PROGRAM

H.1 All garbage must be deposited inside the dumpsters in secured bags. All other garbage is also to be in the dumpsters. Furniture such as chairs, desks, mattresses, bed frames, sofas and miscellaneous items such as grills and rolls of carpeting and pieces of dry wall CANNOT be placed in the dumpsters. See J.4. below for disposal rules. Such items cannot block front of dumpster. If any such large items are not picked up on date as marked on goods, resident responsible for same may be subject to the fines as noted below. TVs, computers/ monitors/printers and other electronics are not allowed in the dumpsters at any time. They must be disposed of at electronics retailers such as Best Buy or the Brown Deer Village Recycling Center (call to learn of their hours).

H.2 Garbage must not be left alongside the dumpsters, in the common area or in or on limited common area.

H.3 Garbage dumpsters in the underground garage are for Midrise Residents and Buildings 100 (Units 9502-9512) and 119 (Units 9488-9498) only. All other Residents must use dumpsters on the outside perimeter of the property. The underground dumpsters are to remain in the space on the Southeast corner of the underground parking garage along the wall next to the main entrance/exit garage door.

H.4 It is the unit owner's responsibility to have large items removed from the property. Owners can contact a company of their choosing to dispose of large items at their expense. If an item is left out by the dumpster, the owner will be assessed with the charge that the Association receives from its disposal company- estimated to be around $200.00.

H.5 State mandated recycling is in effect; residents are required to participate. Recyclable items must be put in their respective bins that are located by the dumpsters.

I. MAINTENANCE, REPAIRS, AND REPLACEMENTS

I.1 Interior Maintenance: Pursuant to paragraph 15 of the Condominium Declaration, "Each Unit Owner, at his own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his own Unit." Unit Owners are responsible and liable for the actions of their tenants, guests and contractors.

I.2 Utilities: It is the responsibility of Unit Owners to maintain gas and electric service in their Unit. Unit Owners are responsible for any damage to contents or loss caused by failure to maintain utility service, including damage to the common or limited common elements.

J. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

J.1 Pursuant to paragraph 16 of the Condominium Declaration, "...no alteration of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board." UNIT OWNERS WISHING TO MAKE EXTERIOR CHANGES SHALL CONTACT THE MANAGEMENT COMPANY AND MAKE THEIR REQUESTS IN WRITING.

J.2 Nothing may be attached to or inserted in any aluminum or vinyl trim or townhouse or midrise buildings. This includes holiday lights and decorations.

J.3 The following is a partial list of items requiring approval of the Management Company prior to installation:

Window Well Bubbles
Front Storm Door
High Efficiency Furnaces
Patio Door/Patio Storm Door
Glass Block Windows
Front Door
Fireplaces
Air Conditioners
Newspaper Box
Storm/Window Replacements
Patio Fence/Patio Area Extensions

J.4 Management Company should be contacted for further information if the Unit Owner is uncertain of requirements for items not listed above.

J.5 Windsocks must be in good condition and hung only in the rear of the unit. (As above in item L.2. when the installation of aluminum trim is completed on a building, windsocks will not be permitted.)

J.6 Wind chimes and bird baths are not permitted.

J.7 Wall or window mounted air conditioners are not permitted in any townhouse and window mounted air conditioners are not permitted in any midrise.

K. SIGNS

K.1 Pursuant to Article V, Section 1 of the Bylaws, "No owner of a Unit shall display, hang, store or use any sign outside his Unit, in a hallway or elsewhere which may be visible from the outside of his Unit without the prior written permission of the Board or the written

permission of the Managing Agent, acting in accord with the Board's direction." This includes the use of "For Sale" and "For Rent" signs. "Open for Inspection" signs may be displayed temporarily during an open house. Flags etc. are not allowed at any time with such signs. Consistent with Wis. Stat. §703.105, signs that support or oppose a candidate for public office of a referendum question may be displayed within a Unit as long as the sign does not exceed 24 inches by 24 inches in size, is placed no more than 90 days prior to the pertinent election or vote, and is removed within 7 days of the corresponding election or vote.

L. WINDOW DRESSING

L.1 Pursuant to Article V, Section 1, Paragraph 2 of the Bylaws, "...No Unit Owner shall display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside his Unit, or which may be visible from the outside of his Unit (other than draperies, curtains or shades of a customary nature and appearance subject to rules and regulations of the Board), or paint or decorate or adorn the outside of his Unit or install outside his Unit any canopy or awning or other equipment, fixtures or items of any kind, (with the exception of satellite dishes and/or antennae, which are governed by the Section F.4 of the Rules and Regulations, above) without the prior written permission of the Board or the written permission of the Managing Agent, acting in accord with the Board's direction."

L.2 Exterior decorations are permitted 30 days before and 15 days after a recognized holiday or season. This includes holiday lights and decorations, which may only be placed on bushes or shrubbery on the exterior of the Unit. (see L.2)

M. RUMMAGE SALES

M.1 Rummage sales are not permitted. Items may not be displayed for sale.

N. OFFICIAL NOTIFICATION PROCEDURES AND RESIDENT REGISTRATION

N.1 The Cherrywood Village Newsletter or any letters from the Management Company are the approved and proper vehicles for communicating rules, policies, and necessary information to Residents and Unit Owners. However, in some cases, such as the distribution of Association Rules, Condominium Documents and the like, Unit Owners and Residents may be required to sign a receipt.

N.2 Residents are required to complete and file with the Secretary of the Association or the management company by March 1st of each year a Resident Registration Form to be provided by the Board of Directors. The current year Registration Form must be on file with the Board in order for the Resident to be eligible to receive the pool key and pool passes. The Registration Form will include current residents' names and ages, parking sticker information, vehicle information, animal information, and current phone numbers and email addresses for the Residents.

O. LANDSCAPING

O.1 Landscaping improvements are the responsibility of the Condominium Association. Pursuant to paragraph 16 of the Condominium Declaration, "...no alteration of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board."

O.2 Starting April 2019, all owners are responsible for maintenance and replacement of all the bushes and plantings around their back patio, unless the owner/resident communicates to the Board in writing by April 1, 2019 that they would like to opt out. If an owner/resident opts out, the Association will take over maintenance of the bushes/plantings on the owner/resident's back patio. In either case, the Board will remain in charge of the appearance and maintenance standard of these exteriors, and will communicate to the owner/resident if maintenance work needs to be done to help keep an attractive and uniform appearance to the back patios. The owner/resident shall perform the requested maintenance within the time requested by the Board, and if not, the Board will have the work done and will assess the cost of the same to the owner/resident. For owner/residents who opt out by April 1, 2019, the Association will perform and pay for all the maintenance needed to the bushes and plantings on the back patio.

P. EXTERIOR CHANGES

P.1 Except as otherwise may be provided within these Rules, Unit Owners shall contact the Management Company and make their request for an exterior change in writing.

P.2 No picking or pruning of any flowers, shrubs, bushes or trees is allowed anywhere on the property. Furthermore, shrubs, bushes or trees planted in common or limited common areas may not be removed, replaced, pesticide sprayed, pruned or otherwise altered except as approved by the Board. Diseased or dead shrubs, bushes or trees should he reported to the Management Company for proper handling.

P.3 Foundation planting of annual and/or perennial flowers is permitted. Existing perennials may not be removed except by Board approval. Nothing may be attached to the fences.

P.4 Vegetable or fruit plantings are permitted provided they are potted and confined to your patio. Any unsightly or overgrown plantings must be removed at the discretion and request of the Board.

Q. SOLICITATION

Q.1 No solicitation of any kind is allowed on the property. Items approved by the Board for posting in the official Cherrywood Village Newsletter are acceptable.

R. PEST CONTROL

R.1 It shall be the responsibility of each Unit Owner to ensure that their respective Unit is kept free of pests (e.g., insects, rodents, etc.).

R.3 Unit Owners/Residents shall cooperate fully in all pest control efforts.

R.4 Placement of poisons outside by Unit Owners/Residents is strictly prohibited.

S. MIDRISE

S.1 Shoes and other heavy items are not allowed in the common area washers and dryers. These items can be difficult on the machines and create a lot of noise which may disturb residents.

T. CONTRACTORS

T.1 No unit owner shall directly or indirectly obstruct or impede or interfere with any contractor, vendor or other entity employed or engaged by the Association.

U. SUMP PUMPS

U.1 The following units are subject to quarterly sump pump inspections: 9492, 9508, 4268, 4212, 4204, 4120, 4108, 4008, 4215, 4269, 4257, 4203, 4132, 4137, 4125, 4113, 4153, 4105, and 4007. Notice of an upcoming inspection will be sent via US mail at least 7 days in advance. If a unit owner fails to comply with the scheduled sump pump inspection, they will be assessed a $500.00 fine. If a unit owner has turned their sump pump off, damaged their sump pump, or has neglected their sump pump, they will be responsible to pay for any water damage that may occur in neighboring units.

V. ASSESSMENTS/PROCEDURES FOR COLLECTION OF DELINQUENT ASSESSMENTS

V.1 Each Unit Owner is assessed a monthly fee based on the percentage of ownership. The Association depends on timely receipt of assessment payments to function properly. Late payments or non-payment of assessments can be a serious problem for the Association.

V.2 All assessment payments are due by the first of each month. This includes regular and supplemental assessments and parking fees. A $20 late fee will be charged Owners whose payments are received after the fifteenth day of the month.

V.3 To minimize cash flow problems and encourage compliance with the assessment payment policy the following will be adhered to:

(1.) A lien may be filed against a Unit when the Unit Owner is 60 days delinquent in assessment payments.

(2.) The responsible Unit Owner will be charged for administrative costs associated with Lien filings.

(3.) Interest will be charged at a rate of 12% per annum, compounded monthly, on all delinquent payments.

(2.) The responsible Unit Owner will be charged for administrative costs associated with Lien filings.

(3.) Interest will be charged at a rate of 12% per annum, compounded monthly, on all delinquent payments.

(4.) The responsible Unit Owner will be charged the actual attorney fees .of the Association.

(5.) If an agreed upon payment plan is not executed or honored, foreclosure judgment may be taken.

(6.) Once judgment is taken, the Association may use any post-judgment collection remedies it desires to recover the debt, including:

Eviction by the Sheriff of personal property
Garnishment
Sheriff sale of property
Appointment of a receiver

W. LEASING BY UNIT-OWNER

W.1 In addition to the Leasing Restrictions set forth in the Bylaws, the following are Mandatory Conditions:

1. All written leases are minimum of 6 months, not to exceed of 1 year (may be extended). Continuing a lease on a month-to-month basis is allowable, but only after the tenant has completed a full year lease term prior to becoming month-to-month.

2. All landlords to use "state-approved" forms produced by (or copies of) Wisconsin Legal Blank Forms, including all supplemental disclosures, addendums, amendment, agreements, provisions*, etc.

3. Board required a full disclosure of unit occupants at any time, regardless of duration of stay (visitors), gender, or age.

4. Landlords must provide to the Board a listing of the vehicle(s) owned by the tenants with license plate information and number, and type(s) of pets in townhouse units

   (NOTE: pets are not permitted in Mid-rise units; once dog with second dog at $25/month and/or two cats permitted in townhouses). This information is required to be provided to the Board along with the executed lease, and all addendums, within 10 days of the lease being signed.

5. No short-term leases (week-to-week, month-to-month) are allowed, except as stated in #1 above.

6. Board reserves the right to fine landlord on a daily basis due to repeated violations of specific terms of lease (including, but not limited to, violations of right of quiet enjoyment, occupancy and visitors, damage to private property, nuisance calls, police calls, pets,), which may lead to landlord's eviction of occupants of unit at landlord expense.

7. Landlord is responsible for tenant's wrongdoing.

8. Tenants (and ultimately, Landlords) are responsible and liable for their visitor's wrongdoing.

9. Any suspicion of any illegal activities will be reported to Police Department.

W.2 Penalties, sanction and fees to Landlords renting units:

- Failure to provide the Board with entire lease agreement and other information set for in W.1 and N.2 above within 10 days of lease being signed – $100/day until all materials are submitted.

- Failure to provide tenants with the Declaration, Bylaws, and "Rules and Regulations of Association" within 5 days of move-in – $50/day until brought into compliance.

- Accumulation of assessed penalties and fee will be placed as a lien on unit.

- All delinquent balances are subject to additional 1% monthly penalty.

- Units with unsatisfied "rental" lien are subject to foreclosure.

By presenting an executed lease to the Board of Directors, the unit owner represents and warrants that he/she has completed the appropriate background checks and screening of owner's tenants.

X. ANTI-DISCRIMINATION ANTI-HARASSMENT POLICY

The Cherrywood Village Condominium Association, Inc. ("Association") is a Fair Housing provider under the federal Fair Housing Act. As such, the Association is committed to providing a living environment free from discrimination and harassment that is based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression. This Anti-Discrimination Anti-Harassment Policy ("AD-AH Policy") is intended to implement this commitment.

This AD-AH Policy is intended to apply to every owner, resident, and guest at the Association, as well as every employee or agent of the Association. Violation of this AD-AH Policy may result in disciplinary action up to and including termination if the violator is an employee/agent of the Association, or penalties, including fines, if the violator is an owner/resident within the Association.

The Policy of the Association

It is the policy of the Association that discrimination of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

It is the policy of the Association that harassment of any kind based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression is prohibited.

a. For purposes of this AD-AH Policy, prohibited harassment includes both "quid pro quo" and "hostile environment" harassment.

"Quid pro quo" harassment is an unwelcome request or demand to engage in conduct, as a condition of providing services or facilities. Quid Pro Quo Harassment might also arise when a person's access to services or facilities is interfered with because of a failure to submit to demands. Commonly, quid pro quo harassment involves an adverse action that occurs after unwelcome sexual advances are rejected by an owner/resident, or sexual favors are required for an Association service or access to an Association facility which would otherwise be available to the owner/resident.

"Hostile environment" harassment is defined as unwelcome conduct that is sufficiently pervasive or severe as to interfere with the providing of or enjoyment of services or facilities. Hostile Environment Harassment only applies to harassment based on a protected class (sex, religion, race, color, familial status, national origin, or handicap), and the harassment must be on the level of interfering with housing/living environment to be actionable under this AD-AH Policy.

b. For purposes of this AD-AH Policy, prohibited harassment described above includes insults, jokes, slurs, and other verbal or physical conduct relating to or based on an individual's race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression that has the purpose or effect of unreasonably interfering with an individual's living environment, or creating an intimidating, hostile, offensive, or demeaning living environment.

It is the Policy of the Association that any retaliation predicated on the fact that an employee/agent or owner/resident of the Association in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation, is prohibited.

Application of This AD-AH Policy

- It is a violation of this AD-AH Policy to discriminate against another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.

- It is a violation of this AD-AH Policy to harass another individual on the basis of his or her race, sex, age, religion, disability, color, national origin, military status, marital status, parental status, sexual orientation, or gender identity/expression.

- It is a violation of this AD-AH Policy to retaliate against an employee/agent or owner/resident of the Association on the basis of the fact that he or she in good faith reported an AD-AH Policy violation or suspected violation, or in good faith participated or aided in the Association's investigation of an alleged AD-AH Policy violation.

This AD-AH Policy applies to *all* employees and agents of the Association, including contractors/vendors hired by the Association, and property management personnel.

- An employee/agent who violates this AD-AH Policy is subject to discipline, up to and including termination.

- An owner/resident who violates, or whose guest violates this AD-AH Policy is subject to penalties, including but not limited to fines.

Procedures

Any employee/agent or owner/resident of the Association who believes he or she has been subjected to, or has witnessed, actions that constitute a violation of this AD-AH Policy promptly must report the matter to the Board of Directors. The individual reporting should not wait until the action he or she believes is a violation of this AD-AH Policy becomes severe or pervasive.

The Association's Board of Directors will timely investigate any report of an alleged violation of this AD-AH Policy and, where appropriate, take appropriate corrective action.

To the extent possible, the Association will protect the confidentiality of allegations of AD-AH Policy violations and of documents created or obtained that concern an investigation into an allegation of an AD-AH Policy violation.

Y. ENFORCEMENT OF PENALTIES AGAINST VIOLATORS

Y.1 Any Unit Owners, Resident or Management Company Agent, seeking to report a violation of the Declaration, By-laws or Rules and Regulations (collectively the "Association Rules"), must state in writing to the Management Company:

The name and address of violator;
The date, time and place of violation;

It is recommended that the person seeking to report a violation ("Complainant") obtain photographs of the violation or additional witnesses;
A brief description of the violation;
Name, address and if known, telephone number of the violating Unit Owner and Resident.

Y.2 Upon receipt of a written complaint in compliance with the provisions of subsection Z.1, the Management Company shall:

Send a warning letter to the violating Unit Owner and Resident, stating that the violation must cease or be corrected within five (5) calendar days, or the Management Company will issue a fine or fine the alleged violating Unit Owner and/or assess damages or Not fine the alleged violating Unit Owner, but provide the complainant with written notification as to why no fine is being imposed.

In some cases, the Management Company, at the direction of the Board of Directors, may issue a fine without first sending a warning letter, which would occur in circumstances such as when the safety of other residents may be endangered or where there has been a history of similar complaints against the alleged violating Unit Owner or Resident.

Y.3 A Unit Owner has ten (10) calendar days from the date of the Notice, including a fine, to contest. If the notice or fine is not contested, it is final. To contest a notice or fine, the Unit Owner must follow the procedures set forth below.

Z. APPEAL OF ALLEGED VIOLATION

Z.1 A violation can only be appealed by a Unit Owner.

Z.2 The Unit Owner has (30) calendar days from the date of a Notice to contest said notice, including any fine, and must submit a notice of appeal in writing. Said Notice of Appeal must be sent certified mail, return receipt requested to the Management Company at their current address and be received no later than (30) calendar days from the date of Notice. Notice of the appeal by the Unit Owner must specify both the violation and fully set out the reasons for the appeal.

Z.3 Failure to properly request an appeal before the Grievance Committee within the stated time or if the request is incomplete as specified in C.2. below, shall result in the alleged violator's waiver of his/her right to a Grievance Committee hearing.

Z.4 If a notice or fine is not appealed as specified above, it is immediately due and payable.

AA. GRIEVANCE COMMITTEE RULES AND PROCEDURES

AA.1 The Grievance Committee will convene as needed to conduct the business of the Grievance Committee. Committee meetings will be held at a time convenient to the Committee. The Grievance Committee shall give consideration to both parties as possible in the setting of the time, date and place of said Hearing. Committee meetings must be held in a neutral location.

The Grievance Committee shall convene no earlier than thirty (30) calendar days after the receipt of Notice of Appeal nor more than ninety (90) calendar days after the Notice of Appeal.

AA.2 The Grievance Committee shall consist of six Unit Owners and shall name one of these six as Chairman of the Committee. Said Unit Owners shall be appointed by the President of the Association with the approval of a simple majority of the Board of Directors. The panel hearing the complaint shall consist of three members of the Committee. Alternate Unit Owners shall be called upon only in cases of conflict of interest. The Association's legal counsel shall be present at all hearings.

AA.3 The Association's legal counsel's purpose at said hearing shall be to insure that the hearing is conducted in a fair and reasonable manner and to advise the Grievance Committee members on any aspect of our House Rules, Declaration and State or Federal Laws.

AA.4 Unit Owners serving on the Grievance Committee shall not be involved in the pending dispute. Any Unit Owner serving on the Grievance Committee shall excuse themselves from the hearing if there would be the slightest conflict of interest.

AA.5 The Management Company shall notify both the complainant and the alleged violator of the date, time and place of the hearing. The Management Company shall also provide the names of the Hearing Panel members to both parties. Said notice shall be sent by Certified Mail, Return Receipt Requested. Either party may elect to "challenge" any panel member. This "challenge" must be in writing and sent Certified Mail, Return Receipt Requested, within five days of receipt of the notification of the hearing.

AA.6 If the complainant or respondent desires to drop their action after receiving Notice of Appeal they must do so by notifying the Association's counsel in writing by Certified Mail, Return Receipt Requested within ten (10) calendar days of receiving Notice of Appeal.

AA.7 The Panel will countenance no effort by any or by counsel of any party to harass, intimidate, coerce or confuse any panel member or any party connected to the proceedings. Severe sanctions will be taken if any of the above occurs. It is strictly forbidden by either party or any person on their behalf to make contact with any committee member regarding the matter at hand either before or after the conclusion of the hearing.

AA.8 Each party shall have the right to counsel at their own expense.

AA.9 THE HEARING

7.9.a The Grievance Committee is not governed by technical rules of evidence as may apply in any court of law. The Grievance Committee's task shall be to gather all relevant facts pertaining to the matter under consideration. The Committee shall be bound by both the House Rules and the Declaration. It is the Grievance Committee's task to determine the following:

(1.) If a violation of House Rules or Declaration did occur as alleged;

(2.) Was said violation committed by the Respondent;

(3.) Whether any additional action beyond the original Notice of Fine is required; and

(4.) A complainant must prove a violation by a reasonable preponderance of the evidence.

Z.9.b The Hearing will be in two sections.

(1.) Presentation of Evidence

The Presentation of Evidence section will be open to the Hearing Panel including the Chairperson, both parties and their counsel and the legal counsel of the Association. Any witness for either party shall not be present except when presenting their evidence. At the hearing no party shall refuse to directly respond to requests for information or questions addressed to him/her by the Panel members including the Chairperson except on grounds of self-incrimination or other grounds, which the panel deems appropriate. In this connection, the Panel need not accept the statements of counsel as being the statements of his/her client if the panel desires direct testimony. Counsel is present to advise and consult with his/her client and to speak to him/her subject to appropriate rulings or determinations of the Panel.

(2.) Determination and Decision

This section will be open only to the Hearing Panel and legal counsel for the Association. A decision will be rendered within ten (10) calendar days of the hearing and each party will be notified by Certified Mail, Return Receipt Requested within fifteen (15) business days.

AA.10 If a complainant fails to appear at a hearing, without just cause, they will be dismissed with prejudice and all reasonable costs incurred by the alleged violator will be assessed against the complainant.

AA.11 If the alleged violator fails to appear at a hearing, without just cause, the alleged violator will be found to have committed the violation and all reasonable costs incurred by the complainant will be assessed against the violator.

AA.12 No more than one postponement by each party for any reason shall be permitted.

AA.13 The decision of the Grievance Committee is final.

AA.14 All reasonable costs incurred by the Association as a result of this Appeal shall be borne by the "losing" party. These costs include but are not limited to attorney fees, copying, fax, mailing fees and, if necessary, any collection cost associated with this matter.

BB. INTEREST AFFECTED

BB.1 All Unit Owners will be responsible for all actions of their tenants and their tenants' guests. If the accused is a tenant or guest, a copy of all notices shall be mailed by Certified Mail to the owner of the Unit affected; and the Unit Owner will be entitled to attend and be represented at any grievance hearing related to those actions.

CC. REMEDIES NON-EXCLUSIVE

CC.1 The provisions of these Rules and Regulations will in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the Laws of the State of Wisconsin (Chapter 703) and will not be exclusive but will be in addition to all other remedies provided by the Condominium Declaration and the Laws of the State of Wisconsin.

DD. PENALTIES

In addition to all other remedies available to the Association or to other Unit owners under the Declaration, the Bylaws or applicable law, the Association shall have the right, following delivery of notice of violation and expiration of any cure period required under the Declaration, to impose against any Unit owner in violation of the Declaration, the Bylaws, or these Rules and Regulations, a fine against such Unit owner according to the following schedule:

A. For the first offense in a given twelve-month period: $50.00

B. For the second offence in a given twelve-month period: $125.00

C. For the third offense in a given twelve-month period: $300.00

The Board may impose a larger fine, up to $500.00, if the offense involves or affects a special project (i.e., the Association reseals the parking lot and gives proper advance notice but an owner fails to move a vehicle). Fines are to be paid immediately to the Association. Any fine not paid within ten days after billing therefore by the Association shall accrue a late charge in the amount of $25.00 for every month the fine is not paid. The Association shall have the right following imposition of any fine, to collect the same as a special assessment against the Unit owner's Unit. Each day a violation remains uncured shall be deemed a new violation and subject to a fine.

Amendment: This document may be amended at any time by the Board of Directors of the Association.

APPENDIX A

CHERRYWOOD VILLAGE CONDOMINIUM
WINDOW AND DOOR REPLACEMENT GUIDELINES

A Unit Owner wishing to replace his/her window units may do so with written approval, of the Board of Directors through the Management Company. Additionally, to preserve uniformity and allow for the future installation of aluminum on all structural window trim, the replacement window unit shall:

- be vinyl clad
- be the double-hung type
- have the colonial six-lite grids per sash, either vinyl clad or within panes of glass
- be no more than 3 ¼ deep
- have sashes that are totally removable from the inside

In conjunction with the replacement of a window unit, no storm/screen window may be installed unless it is:

- the two-track type
- similar to those installed on Building #108 (4101-07)
- white aluminum or vinyl clad
- properly attached with screws (no adhesives)
- removable for installation of aluminum on structural window trim

Patio doors must have a white exterior. Patio screen doors must be white. Patio doors may not have dividers.

Front doors must be painted black; storm doors must be of an approved style and white.

The Unit Owner is advised to contact the Management Company prior to contracting for any window unit or storm/screen window replacement.

Failure to adhere to these requirements will result in a fine of $50 per day until the out of compliance item is replaced. Accumulation of assessed penalties and fees will be placed as a lien on the unit.

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

Dear Cherrywood Village Homeowners,

At the Board meeting on September 21,2023 the Board passed two storm doors and two entry doors that can be used.

The attached information is for your use to assist in locating an approved door, in a specific style. Once you have found the door you would like you will need to submit an official request to the Board of Directors to obtain their approval for your replacement. The following items are required.

1. A photo of the approved type(s) of door(s) you would like to replace.
2. A confirmation if you will be installing the door(s) yourself or using a contractor.
3. If a contractor is being used, you will need to provide the following information:
    a. A copy of the contract.
    b. A copy of the contractor's certificate of insurance, including general liability and workers' compensation.
4. A time frame in which the work will be done is also required.

Once this is submitted to the Board through the property manager the Board can then review and approve or deny with reason.

The Board has 10 days from the time you submit your request to respond.

Thank you,

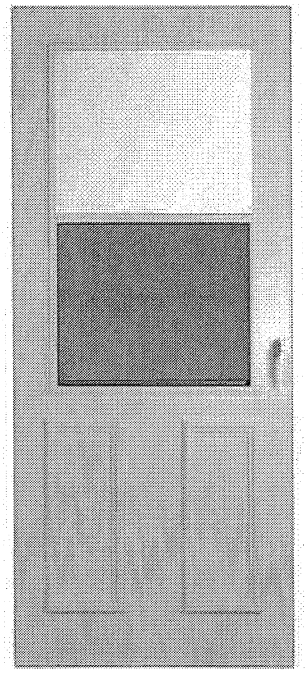
Hunt Management, Inc., AAMC
Management Company for
Cherrywood Village Condominium Association, Inc.

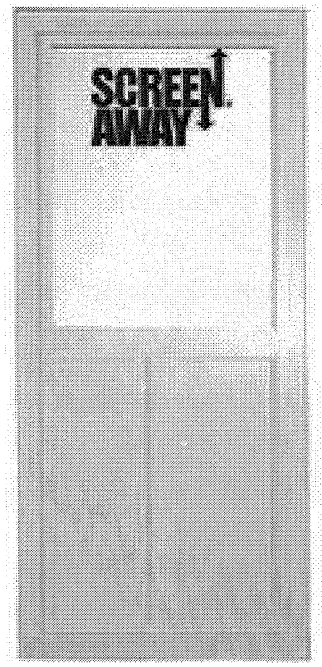
10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
888-305-1071

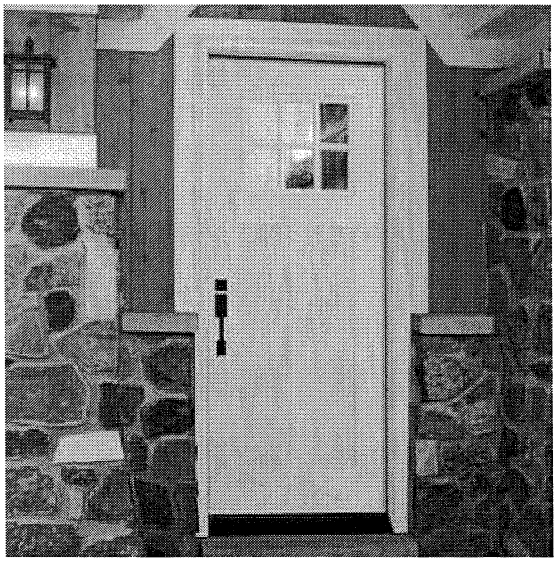
Phone: (262)238-1480
Fax: (262)238-1485

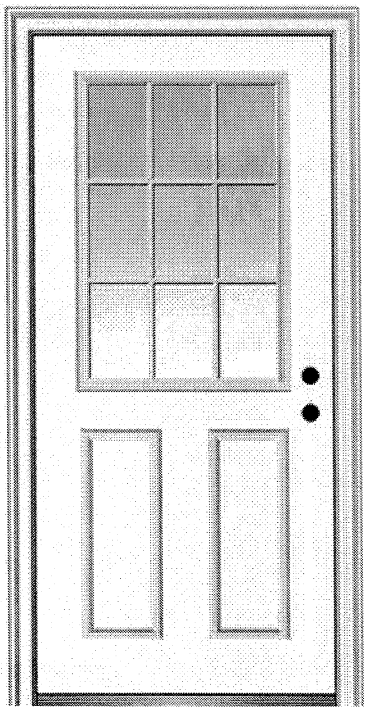
Approved screen/storm (window with or without middle bar is ok, must be white)





entry that is approved (6 or 9 pane window, side facing outside must be black)





IMPORTANT INFORMATION
Please keep this information with your governing documents

Cherrywood Village Condominium Association, Inc.

RESOLUTION TO ADOPT RULE ON TENANT/RENTER INSURANCE

WHEREAS the Board of Directors of Cherrywood Village Condominium Association, Inc. (the "Association") has the authority "to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the details of the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time" pursuant to Article II, Section 9 of the By-Laws;

WHEREAS it is the intent of the Board of Directors to provide adequate property and liability insurance;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule:

Tenant/Renter Insurance.

A. Tenants/Renters of all units shall obtain and maintain insurance policies for any losses or damage for their own personal property.

B. Tenant Liability Insurance – Tenants/Renters of all units shall obtain and maintain comprehensive liability policies having combined limits not less than Five Hundred Thousand Dollars ($500,000) for each occurrence. The insurance shall provide for the negligent acts of tenants, guests and other occupants of the units for damage to the Common Elements, Limited Common Elements, individual units, and/or personal property of others.

C. Cherrywood Village Condominium Association, Inc. shall be listed on the policy as an additional insured and as a certificate holder.

D. Evidence of insurance shall be provided in the form of a copy of the insurance policy or a Certificate of Insurance and sent to the Association's property manager. A copy of the Tenants/Renters' insurance coverage must be disclosed to the Association within ten (10) days ("Due Date") following the execution of a lease. For ongoing leases, the Renters/Tenants must submit an updated insurance policy to the Association annually. This updated policy should be submitted no later than the anniversary of the Due Date each year.

E. In addition to the above, each lease must contain an acknowledgement by Tenants/Renters that they have received the Association's governing documents, they have reviewed the Association's governing documents, and they agree to comply with and adhere to the Association's governing documents.

It is a Unit Owner's responsibility to ensure that Tenants/Renters comply with the above provisions. Failure to adhere to the Association's Tenant/Renter Insurance policy may result in fines to the Unit Owner and/or Tenant/Renter in accordance with the Association's Enforcement Policy.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on November 2023, with the Rule to take effect on January 1, 2024

President Denise O'Brien

Secretary

IMPORTANT INFORMATION
Please keep this information with your governing documents

Cherrywood Village Condominium Association, Inc.

RESOLUTION TO ADOPT RULE FOR AN ANNUAL FEE ON LEASED/RENTED UNITS

WHEREAS the Board of Directors of Cherrywood Village Condominium Association, Inc. (the "Association") has the authority "to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the details of the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time" pursuant to Article II, Section 8(e) of the By-Laws;

WHEREAS it is the intent of the Board of Directors to offset the administrative costs involved in monitoring rental/tenant units, including but not limited to, managing the collection and verification of lease documents, rental insurance certificates, tenant information accuracy, etc;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule:

Annual Fee for Leased/Rented Units.

A. All Unit Owners who lease or rent their units are required to submit an annual fee of $250.00 ("Annual Fee"). The Annual Fee will be due on March 1st of each calendar year or upon leasing/renting the unit. The Annual Fee will not be prorated for rental terms beginning or ending during the calendar year (e.g., a reduced Annual Fee for starting a lease in February or December).

B. Any owner who fails to disclose the lease/rental status of their unit to the Association, and, upon discovery, is reasonably ascertained to be leasing/renting the unit, will be subjected to a fine of $500.00, in addition to the Annual Fee.

C. Failure to comply with any provision outlined herein may be enforced by the Association in the manner provided for in the Association's Enforcement Policy.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on Dec. 21, 2023, with the Rule to take effect on January 1, 2024.

President Denise O'Brien

Secretary

C. **SWIMMING POOL RULES**

C.1 Pool is open when you see the pool open sign posted on the gate. Pool is open from 8:00AM to 10:00PM during the pool season.

C.2 Only Cherrywood Village Residents and their guests may use the swimming pool. No guests are allowed in the pool area unless accompanied by a resident at all times.

C.3 Residents should not open the gate for any person to enter the pool area. The gate must never be propped open. The swimming pool gate must be locked at all times as specified by the Village of Brown Deer Health Department. Unit owners are responsible for the compliance to these rules of each family member and their guest(s) regardless of age, and are liable for their actions while they are using the pool area. In the event of repeated violations, the owner along with family member(s) and/or guest will loss his/her use of the pool. In the case of damage to the property, an assessment for repair or replacement may be made against the Unit Owner by the Board of Directors.

C.4 Pool fobs and waiver form may be acquired. The cost of the fob will be determined by the Board of Directors. Pool fobs can be returned at the management companies' principal office if you sell your unit or don't wish to use the pool.

C.5 There is a maximum number of people that each unit may have in the pool area at a time. The number is as follows:

3 unit bedrooms – limit of 8 people at a time
2 unit bedrooms – limit of 6 people at a time
1 unit bedroom – limit of 4 people at a time

C.6 There is no lifeguard on duty. Residents are responsible for those under the age of 18. It is recommended to never swim alone.

C.7 No one under the age of 18 is allowed in the gated pool area unless accompanied by an adult resident of Cherrywood. Permission can be asked for a "nanny or babysitter" of a resident of Cherrywood Village Condominiums to accompany under 18. Permission must be asked for *prior* from the Board of Directors for approval. Nannies or babysitters must be at least 18 years or older and may only use the pool when they are accompanied by resident minors.

C.8 Do not enter the pool if you have a communicable disease or an open cut. Shower before entering the pool and after use of toilet facilities.

C.9 No food, gum or tobacco is permitted in the pool or the pool area. Alcoholic beverages are not permitted in gated pool area. Non-alcoholic beverages in shatterproof plastic containers are permitted. No glass or metal containers are permitted in the pool or gated pool area. (HSSS172.06 Wisconsin Administrative Code).

C.1O Keep off the rope. Rope may be taken down for lap swimming, but must be returned when finished.

C.11 No animals are permitted in the gated pool area.

C.12 Standard swimming attire only must be worn in the pool. Street clothes such as shorts, cut-offs, long pants, capris, T-shirts, etc. are not acceptable as swimming attire and will not be allowed in the pool. Anyone required to wear a diaper must wear a diaper made for swimming not just a regular diaper. Diaper changing on the deck is prohibited.

C.13 Indecent or disorderly behavior is not permitted and will be reported to the Brown Deer Police Department.

C.14 All users of the pool and gated pool area are responsible for removing all items brought to the pool area when leaving the area. Please clean the area you were using before leaving. Cherrywood Village does not provide maintenance to clean the pool area.

C.15 Music is allowed at a responsible noise level.

C.16 Do not run or engage in rough play in the pool area. No diving, no running, or running to jump in the pool is allowed.

C.17 Lounge chairs may not be reserved. Pool furniture is the property of the Condominium Association and may not be removed from the pool area. Chairs, tables, etc. should be returned to their proper place. Umbrellas must be closed after use.

C.18 In consideration of all residents who live close to the pool, the noise level should be kept at a minimum at all times, especially from 8:00 pm to 10:00 pm. No screaming allowed.

C.19 Management, board members, and residents reserve the right to ask residents/guests to leave for any violations of rules. As a resident if you observe violations that need to be addressed, please contact Management Company with date, time, when the offense took place and who was involved including unit number. Calls may be made anonymously. If the matter is of high risk, please call 911 immediately.

C.20 Unit Owners and their Tenants who are at least 2 months behind in their Condominium dues and who have not turned in their Unit Owner Annual Registration Form shall have their swimming pool privileges revoked until account is paid in full and form is turned in.

C.21 Unit Owners that currently rent out their units must have all required rental information turned in and lease fee paid to Management. The information that is required are lease, renter's insurance, and registration form. If the information is not provided the swimming pool privileges will be revoked until fee is paid and information is turned in.

IMPORTANT INFORMATION

Please keep this information with your governing documents

Cherrywood Village Condominium Association, Inc.

RESOLUTION TO ADOPT RULE ON NEW OWNER CAPITAL RESERVE CONTRIBUTION FEE

WHEREAS the Board of Directors of Cherrywood Village Condominium Association, Inc. (the "Association") has the authority "to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the details of the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time" pursuant to Article II, Section 8(e) of the By-Laws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule:

Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a transfer fee to the Association in an amount equal to three (3) months' installments of the regular annual assessments at that time. The fee payment shall be non-refundable, shall be made to the Association at closing (or in any event, concurrent with the transfer) and shall be deposited by the Association into the operating account and/or the reserve account, at the discretion of the Board. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

a. When the transfer is to or from a trust where the sole beneficiary is the donor and Owner, or to or from an LLC where the Owner is the controlling manager/member, and no funds are exchanged on the transfer;
b. When the transfer is solely between legally married spouses, domestic partners, and/or current Owners;
c. When the transfer is solely between a parent and his, her or their child; and
d. When the transfer is to or from the Association.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on June 20, 2024, with the Rule to take effect on July 1, 2024.

President _____

Secretary _____