DISCLOSURE MATERIALS

FOR

ABBOTSFORD CONDOMINIUM ASSOCIATION

Property Address:
1920 N. FARWELL AVENUE
MILWAUKEE, WISCONSIN 53202

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 HAVE 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, TO CANCEL IN WRITING THE CONTRACT OF SALE OR, IF THE SELLER DELIVERS A COVER SHEET AND INDEX, TO DELIVER A WRITTEN REQUEST FOR ANY MISSING DOCUMENTS. SEE THE INDEX, IF ANY, FOLLOWING THIS INFORMATION TO DETERMINE IF DOCUMENTS ARE MISSING. IF YOU TIMELY DELIVER A WRITTEN 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. YOU HAVE NO FURTHER RIGHT TO CANCEL THE CONTRACT OF SALE BASED ON THE DOCUMENTS UNLESS THE DOCUMENTS ARE MATERIALLY CHANGED.

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ABBOTSFORD CONDOMINIUM OWNER'S 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.
8. OTHER IMPORTANT INFORMATION AND DOCUMENTS: Begin on page H-1.

ABBOTSFORD CONDOMINIUM OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Abbotsford Condominium

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

1. **Condominium Name.** Abbotsford Condominium.

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

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

4. **Association Contact Information.**

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

5. **Can the condominium be expanded in the future?** No.

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

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

   - For specific information, see: Declaration, § 11.1; Bylaws, Art. VII, § 7.1.

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

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

Unit Owner Responsibilities: Unit owners shall be responsible for the maintenance and repairs of the limited common elements appurtenant to his/her unit and shall keep them in good, clean, sanitary, and attractive condition.

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

- For specific information, see: Declaration, §§ 5.6, 11.2; Bylaws, Art. VI, § 6.3-6.4 and Art. VII, §§ 7.1, 7.2.

9. **Alterations of Units and Limited Common Elements.** A unit owner must obtain the prior written consent from the Association's board of directors before commencing any improvements or alterations that affect the exterior of a unit—including the balcony—or any other part of the property.

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

   - For specific information, see: Declaration, §§ 11.6 and 11.7.

10. **Parking.**

    Availability: Each unit has either **one or two** underground parking spaces that are deeded to the unit. (Owners may buy/sell parking units among themselves, but are not permitted to convey to any person or entity that is not an owner).

    Cost: There is no additional cost for parking.

    Public Parking: There is a ground level parking area that is made available to the public for lease pursuant to an agreement between the original developer and the City of Milwaukee.

    - For additional rules and restriction see: Declaration, §§ 4.3(b), (c), 5.3 and 5.4; Bylaws Art. VIII, § 8.1(d) and (f).

11. **Rental of Units:** Unit owners may lease their units, provided that the following terms and conditions are met:
    (1) the lease must be in writing, signed by the owner and the tenant;
    (2) the lease must be **for a period of no less than one (1) year;**
    (3) the lease must specifically obligate the tenant to abide by the Declaration, Bylaws and Rules & Regulations of the Association; and,
    (4) the owner must give the Association notice of the name and permanent address of the tenant(s) and term of the lease prior to the commencement of the lease term.

- For specific information, see: Bylaws, Art. VIII, 8.1(c).

12. **Pets:**

Pets Allowed: Dogs, cats, birds and fish may be kept in a unit.

Size Restrictions: Animals that exceed **24 inches in height** or **50 pounds in weight** are not permitted in the Condominium at any time.

Dog Breed Restrictions: "Dangerous animals" and "attack dogs" are not permitted. Prohibited breeds of dogs include, but are not limited to dogs which are one-half or more American Staffordshire terrier, Staffordshire terrier, American pit bull terrier, pit bull terrier, miniature bit bull terrier or Rottweiler. (The Association maintains a complete list of prohibited dogs—additional inquiries can be addressed to the property manager).

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

- For specific information, see: Bylaws, Art. VIII, 8.1(h)-(j).

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

Declaration: The Declaration may be amended with the written consent of not less than seventy-five prevent (75%) of the unit owners, subject to mortgagee approval.

By-Laws: The Bylaws may be amended by the affirmative vote of sixty-seven percent (67%) of the unit owners. (Wis. Stat. § 703.10(5)).

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

- For specific information see: Declaration, § 19; Bylaws, §§ 6.2, 8.2 and 10.1.

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

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

16. **Transfer Fee:** The Association charges a fee in connection with the transfer of ownership of a unit in the amount of two months of the monthly maintenance fee.

17. **Disclosure Material Fee:** 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

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

19. **Move-in/out Policy:**
The following regulations apply to moving home furnishings and materials by owners, tenants, and contractors. The unit owners have final responsibility for tenants and contractors complying with the regulations. Prior to moving day, Hunt Management is to be informed of the date and approximate length of time of move. A deposit of $350.00 is required. This reservation shall be made at least five (5) days prior to the move. Please be advised of the following information:

1. Reserve elevator so that elevator pads can be installed
   a. No reservations of elevator prior to 9:00 am
   b. No reservations on weekdays, between the hours of 5:00pm & 6:00pm.
   c. There will be no moving activity permitted after 9:00pm seven days a week

2. Persons making the move and contractors should inspect, with a maintenance person from Hunt Management, the premises before and after to determine the clean up necessary and inspect for damages.

3. Any damages done to the common areas, elevator or floors are the responsibility of and will be billed to the unit owner. Also, any overfilling of dumpsters, cleanup or removal of moving supplies by management shall be billed to owner.

20. **Reserves**. The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account. (Bylaws, Art. VI, § 6.4(b)).

21. **Reserve Balance.** The amount of the reserve balance is $ 320,164.17 . This amount is current as of 01/08/2026

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

This Executive Summary was prepared or revised on January 08,2026

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ABBOTSFORD CONDOMINIUM OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

8180752

Condominium Declaration

REGISTER'S OFFICE) SS
Milwaukee County, WI)
RECORDED AT 2:14 PM
12-06-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 73.00

Return to:
Core Real Estate Services, LLC
11512 N. Port Washington Rd.
Suite 203
Mequon, WI 53092

Tax Key No. (PIN):
355-0473-100-4

REEL 5216 IMAGE 1761

Condominium Declaration of ABBOTSFORD CONDOMINIUM

under the authority of
Chapter 703, Wisconsin Statutes
by

New Land Enterprises, LLP,
a Wisconsin Limited Liability Partnership,
Declarant

32

Document Number

AFFIDAVIT OF CORRECTION OF DECLARATION OF CONDOMINIUM

Document Title

DOC. # 8669302

REGISTER'S OFFICE) SS
Milwaukee County, WI

RECORDED AT 10:47 AM

11-04-2003

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 27.00

THIS AFFIDAVIT CORRECTS THE DECLARATION OF CONDOMINIUM of ABBOTSFORD CONDOMINIUM, recorded December 6, 2001, as Document No. 8180752.

STATE OF WISCONSIN }
} SS
COUNTY OF OZAUKEE }

The undersigned being first duly sworn on oath deposes and says:

1. The affiant is attorney for NEW LAND ENTERPRISES, LLP, and is the drafter of the Declaration of Condominium of ABBOTSFORD CONDOMINIUM, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on December 6, 2001, as Document No. 8180752, and is authorized to make this affidavit.

Name and Return Address:
Core Real Estate Services LLC
10624 N. Port Washington Rd.
Suite 202
Mequon, WI 53092

2. Said document subjects to the Wisconsin Condominium Ownership Act (Chapter 703, Wisconsin Statutes) the following described real property:

(see the attached Exhibit 1 -- SUBJECT LAND).

3. The real estate subjected to the Act by the plat and declaration is now erroneously described of record as follows:

(see the attached Exhibit 2 -- ERRONEOUS LIST OF UNITS).

4. An error occurred during the preparation of the condominium declaration and appears in Section 4.1 on page 4 and in Exhibit A on page 20 of the condominium declaration, in each case showing 35 private parking units in the private parking area. Said error appears to have been based upon information and belief that the condominium was intended to contain 35 private parking units in the private parking area. Affiant is now informed and believes that said information was erroneous and that the actual number of private parking units in the private parking area was intended to be 34.

5. Affiant is further informed and believes that an affidavit correcting the condominium plat to correct the number of private parking units declared from 35 to 34 has been prepared and is being recorded.

6. Affiant consequently makes this affidavit to accord with the affidavit correcting the condominium plat by correcting the condominium declaration to correct the number of private parking units from 35 to 34 wherever shown in the condominium declaration.

7. As corrected, the subject real estate is described as follows:

(see the attached Exhibit 3 -- CORRECTED LIST OF UNITS).

Dated this 24th day of October, 2003.

Michael D. Corcoran

9

AUTHENTICATION

Signature(s) of Michael D. Corcoran

authenticated this 24th day of October, 2003.

Ellen M. Wagner

* Ellen M. WAGNER [Bar No. 1013546]

TITLE: Member State Bar Of Wisconsin

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

THIS INSTRUMENT WAS DRAFTED BY:
Michael D. Corcoran

ACKNOWLEDGEMENT

STATE OF WISCONSIN }
} SS.
COUNTY OF _____}

Personally came before me this _____ day of October, 2003, the above-named Michael D. Corcoran, to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

*_____
Notary Public, State of Wisconsin

My Commission: _____

Exhibit 1

SUBJECT LAND

Lots 15, 16, 17 and 18, in Block 233, in A.L. KANE'S SUBDIVISION, in the Northeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

Exhibit 2

ERRONEOUS LIST OF UNITS

List of Units

Dwelling Units

Each dwelling unit shall have a street address of 1920 North Farwell Avenue, Milwaukee, Wisconsin 53202, followed by the unit number. Dwelling units are distinguished by unit number as follows:

Unit Number	Address
200	1920 North Farwell Avenue, Unit 200, Milwaukee, Wisconsin 53202
201	1920 North Farwell Avenue, Unit 201, Milwaukee, Wisconsin 53202
202	1920 North Farwell Avenue, Unit 202, Milwaukee, Wisconsin 53202
203	1920 North Farwell Avenue, Unit 203, Milwaukee, Wisconsin 53202
204	1920 North Farwell Avenue, Unit 204, Milwaukee, Wisconsin 53202
205	1920 North Farwell Avenue, Unit 205, Milwaukee, Wisconsin 53202
206	1920 North Farwell Avenue, Unit 206, Milwaukee, Wisconsin 53202
207	1920 North Farwell Avenue, Unit 207, Milwaukee, Wisconsin 53202
208	1920 North Farwell Avenue, Unit 208, Milwaukee, Wisconsin 53202
209	1920 North Farwell Avenue, Unit 209, Milwaukee, Wisconsin 53202
210	1920 North Farwell Avenue, Unit 210, Milwaukee, Wisconsin 53202
211	1920 North Farwell Avenue, Unit 211, Milwaukee, Wisconsin 53202
400	1920 North Farwell Avenue, Unit 400, Milwaukee, Wisconsin 53202
401	1920 North Farwell Avenue, Unit 401, Milwaukee, Wisconsin 53202
402	1920 North Farwell Avenue, Unit 402, Milwaukee, Wisconsin 53202
403	1920 North Farwell Avenue, Unit 403, Milwaukee, Wisconsin 53202
404	1920 North Farwell Avenue, Unit 404, Milwaukee, Wisconsin 53202
405	1920 North Farwell Avenue, Unit 405, Milwaukee, Wisconsin 53202
406	1920 North Farwell Avenue, Unit 406, Milwaukee, Wisconsin 53202
407	1920 North Farwell Avenue, Unit 407, Milwaukee, Wisconsin 53202
408	1920 North Farwell Avenue, Unit 408, Milwaukee, Wisconsin 53202
409	1920 North Farwell Avenue, Unit 409, Milwaukee, Wisconsin 53202
410	1920 North Farwell Avenue, Unit 410, Milwaukee, Wisconsin 53202
411	1920 North Farwell Avenue, Unit 411, Milwaukee, Wisconsin 53202

Private Parking Units

Private parking units shall have no street addresses. Private parking units are numbered consecutively, 1 through 35, and are all located in the lower level parking garage. For a detailed layout, see the Basement Floor Plan attached to the Declaration as part of the Condominium Plat (Exhibit C).

Public Parking Unit

The public parking unit shall have a street address of 1920 North Farwell Avenue, Milwaukee, Wisconsin 53202.

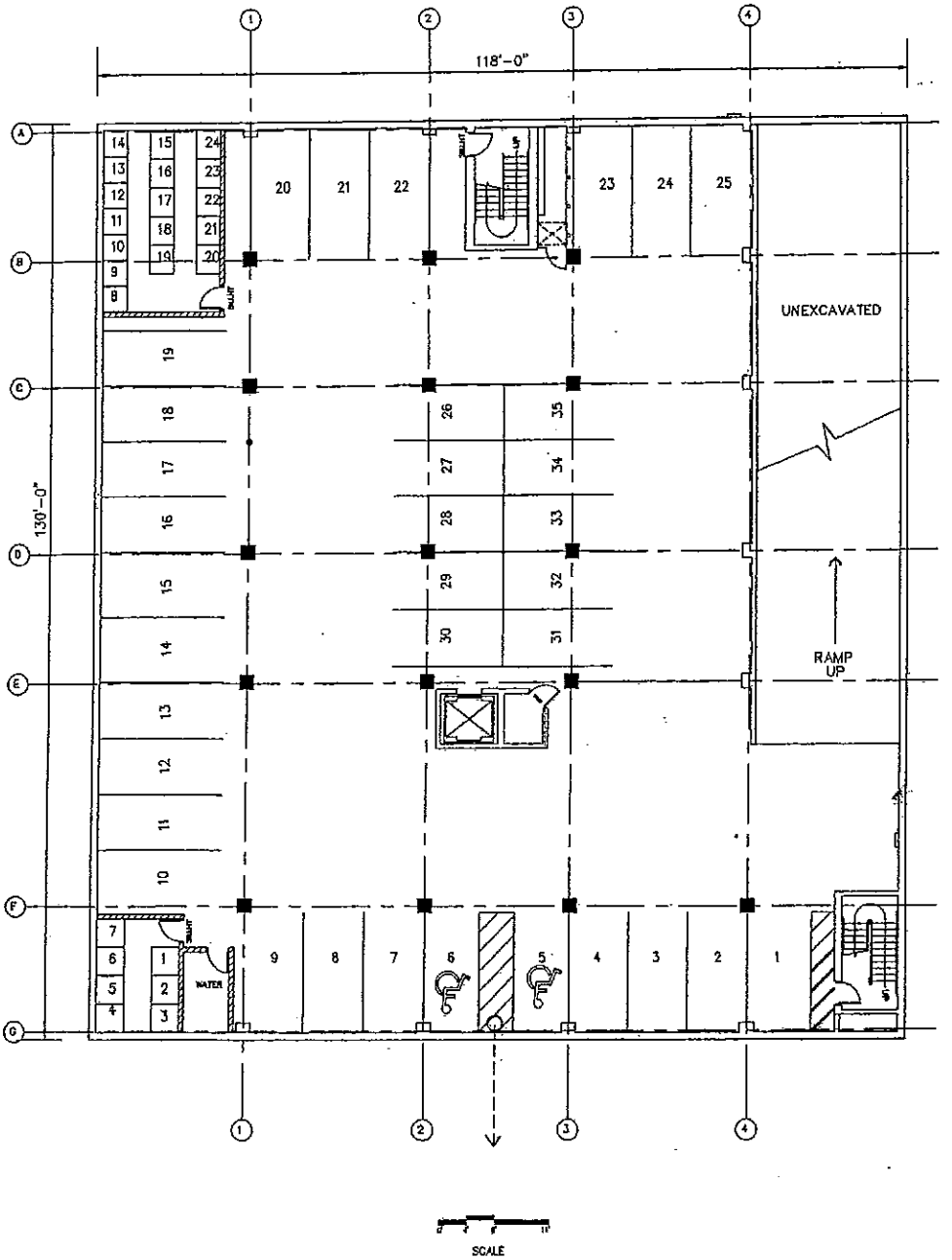
Commercial Units

The commercial units shall have street addresses as listed below. Commercial units are further distinguished by letters, as follows:

Unit	Address
Commercial Unit 1910	1910 North Farwell Avenue, Milwaukee, Wisconsin 53202
Commercial Unit 1924	1924 North Farwell Avenue, Milwaukee, Wisconsin 53202

BASEMENT FLOOR PLAN FOR
ABBOTSFORD CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
1920 NORTH FARWELL AVENUE



INSTRUMENT DRAFTED BY Kenneth L. Thomas

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File No. MILWAUKEE 485-CONDO

PAGE 2 OF 10 PAGES

Exhibit 3

CORRECTED LIST OF UNITS

List of Units

Dwelling Units

Each dwelling unit shall have a street address of 1920 North Farwell Avenue, Milwaukee, Wisconsin 53202, followed by the unit number. Dwelling units are distinguished by unit number as follows:

Unit Number	Address	
200	1920 North Farwell Avenue, Unit 200,	Milwaukee, Wisconsin 53202
201	1920 North Farwell Avenue, Unit 201,	Milwaukee, Wisconsin 53202
202	1920 North Farwell Avenue, Unit 202,	Milwaukee, Wisconsin 53202
203	1920 North Farwell Avenue, Unit 203,	Milwaukee, Wisconsin 53202
204	1920 North Farwell Avenue, Unit 204,	Milwaukee, Wisconsin 53202
205	1920 North Farwell Avenue, Unit 205,	Milwaukee, Wisconsin 53202
206	1920 North Farwell Avenue, Unit 206,	Milwaukee, Wisconsin 53202
207	1920 North Farwell Avenue, Unit 207,	Milwaukee, Wisconsin 53202
208	1920 North Farwell Avenue, Unit 208,	Milwaukee, Wisconsin 53202
209	1920 North Farwell Avenue, Unit 209,	Milwaukee, Wisconsin 53202
210	1920 North Farwell Avenue, Unit 210,	Milwaukee, Wisconsin 53202
211	1920 North Farwell Avenue, Unit 211,	Milwaukee, Wisconsin 53202
400	1920 North Farwell Avenue, Unit 400,	Milwaukee, Wisconsin 53202
401	1920 North Farwell Avenue, Unit 401,	Milwaukee, Wisconsin 53202
402	1920 North Farwell Avenue, Unit 402,	Milwaukee, Wisconsin 53202
403	1920 North Farwell Avenue, Unit 403,	Milwaukee, Wisconsin 53202
404	1920 North Farwell Avenue, Unit 404,	Milwaukee, Wisconsin 53202
405	1920 North Farwell Avenue, Unit 405,	Milwaukee, Wisconsin 53202
406	1920 North Farwell Avenue, Unit 406,	Milwaukee, Wisconsin 53202
407	1920 North Farwell Avenue, Unit 407,	Milwaukee, Wisconsin 53202
408	1920 North Farwell Avenue, Unit 408,	Milwaukee, Wisconsin 53202
409	1920 North Farwell Avenue, Unit 409,	Milwaukee, Wisconsin 53202
410	1920 North Farwell Avenue, Unit 410,	Milwaukee, Wisconsin 53202
411	1920 North Farwell Avenue, Unit 411,	Milwaukee, Wisconsin 53202

Private Parking Units

Private parking units shall have no street addresses. Private parking units are numbered consecutively, 1 through 34, and are all located in the lower level parking garage. For a detailed layout, see the Basement Floor Plan attached to the Declaration as part of the Condominium Plat (Exhibit C to the Declaration of Condominium recorded on December 6, 2001, as Document No. 8180752).

Public Parking Unit

The public parking unit shall have a street address of 1920 North Farwell Avenue, Milwaukee, Wisconsin 53202.

Commercial Units

The commercial units shall have street addresses as listed below. Commercial units are further distinguished by letters, as follows:

Unit	Address
Commercial Unit 1910	1910 North Farwell Avenue, Milwaukee, Wisconsin 53202
Commercial Unit 1924	1924 North Farwell Avenue, Milwaukee, Wisconsin 53202

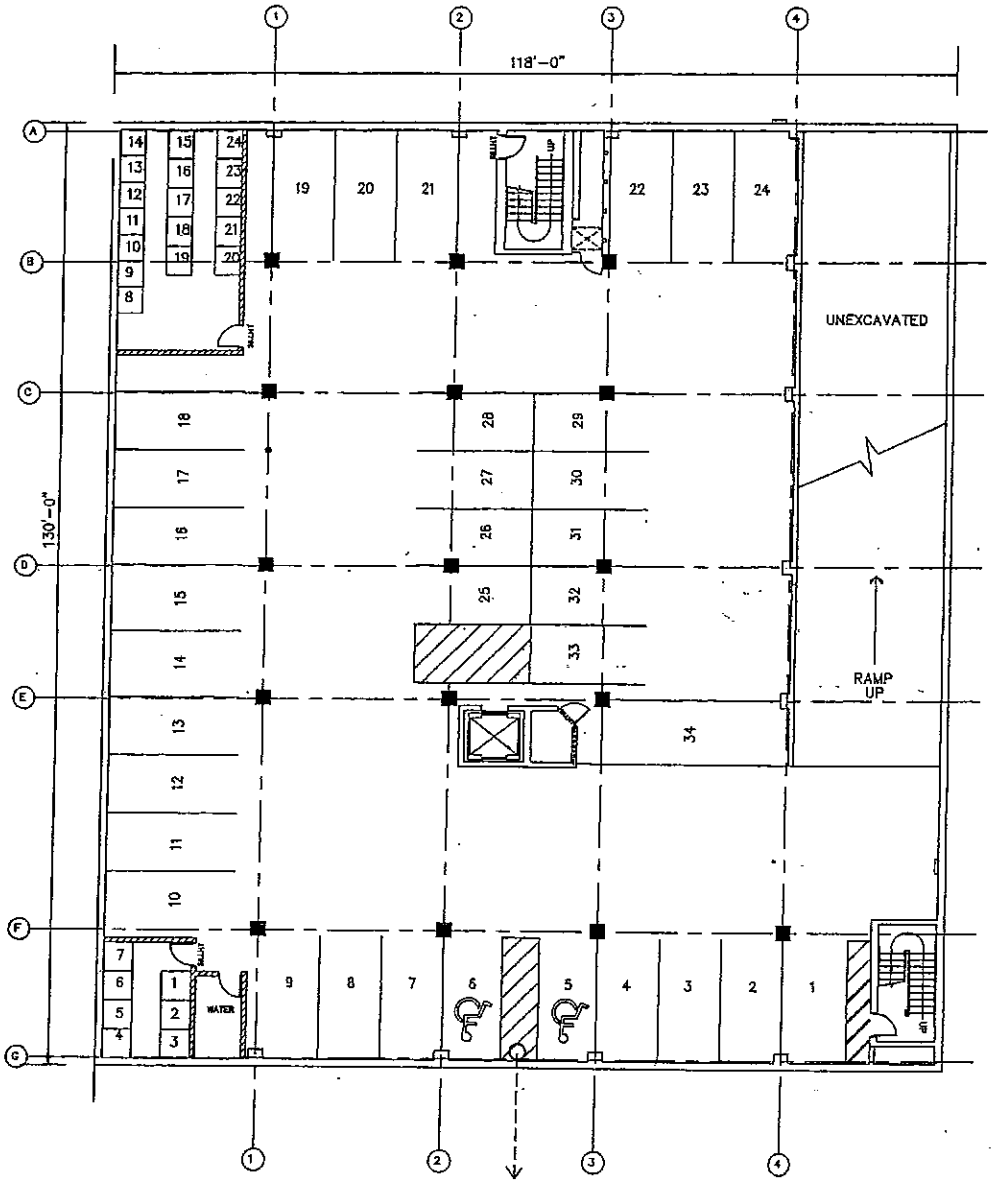
BASEMENT FLOOR PLAN FOR

ABBOTSFORD CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

1920 NORTH FARWELL AVENUE

(CORRECTED PARKING PER AFFIDAVIT)



INSTRUMENT DRAFTED BY Kenneth L. Thomas

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File No. MILWAUKEE 485-CONDO

REEL 5115 IMAGE 2154



DISCLOSURE MATERIALS
required under Section 703.33, Wisconsin Statutes
relating to

ABBOTSFORD CONDOMINIUM
located at
1910-1924 North Farwell Avenue,
Milwaukee, Wisconsin

constructed and offered by
NEW LAND ENTERPRISES, LLP

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

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. 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.

ABBOTSFORD CONDOMINIUM

INDEX OF DISCLOSURE MATERIALS

TO ALL PROSPECTIVE PURCHASERS OF UNITS IN ABBOTSFORD CONDOMINIUM:

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

1. **Declaration.** The Declaration establishes and describes the condominium, the units and the common areas. The Declaration begins on the page immediately following this page.

2. **Bylaws.** The Bylaws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The Bylaws begin on the page immediately following Exhibit C of the Declaration.

3. **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 of Abbotsford Condominium Owners Association, Inc., begin on the page immediately following the Bylaws.

4. **Management or Employment Contracts.** Certain services may be provided to the condominium through contracts with individuals or private firms. No such contracts are in existence as of the date on which these materials were prepared.

5. **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 proposed budget for the first year of Abbotsford Condominium begins on the page immediately following the Articles of Incorporation.

6. **Leases.** Units in Abbotsford Condominium are not sold subject to any leases of property or facilities which are not a part of the condominium.

7. **Expansion.** There will be no expansions of the condominium.

8. **Floor Plan and Map.** The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are a part of the condominium. The floor plan and map begin on the page immediately following the proposed budget.

Prepared by

NEW LAND ENTERPRISES, LLP

November 26, 2001

Condominium Declaration

Return to:
Core Real Estate Services, LLC
11512 N. Port Washington Rd.
Suite 203
Mequon, WI 53092

Tax Key No. (PIN):
355-0473-100-4

Condominium Declaration
of
ABBOTSFORD CONDOMINIUM

under the authority of
Chapter 703, Wisconsin Statutes
by
New Land Enterprises, LLP,
a Wisconsin Limited Liability Partnership,
Declarant

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REEL 5216 IMAGE 1752

THIS DECLARATION
is made pursuant to Chapter 703 of the Wisconsin Statutes
(the Condominium Ownership Act, hereinafter called "the Act"),
on the date set forth below,
by
New Land Enterprises, LLP,
a Wisconsin Limited Liability Partnership
(hereinafter called "the Declarant").

REEL 5216 IMAGE 1763

1. STATEMENT OF DECLARATION

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

This Condominium is subject to use restrictions as provided by this Declaration and the bylaws of the Condominium, as enacted and amended from time to time.

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

2. NAME AND ADDRESS

The real estate described in Section 3, and in Exhibit B, and all buildings and improvements on and to the Property, shall be known as **ABBOTSFORD CONDOMINIUM.** The street addresses of the Condominium units are as shown on Exhibit A attached hereto.

3. LEGAL DESCRIPTION

ABBOTSFORD CONDOMINIUM is located on the land described in Exhibit B and further delineated in Exhibit C (consisting of a copy of the Condominium Plat), which is attached to and incorporated into this Declaration.

4. NUMBER, DEFINITION AND DESCRIPTION OF UNITS

4.1 Number. The number of units which are hereby declared as **ABBOTSFORD CONDOMINIUM** and subjected to the condominium form of ownership is 62 in total. The units are of four types: dwelling units, private parking units, a public parking unit, and commercial units. There are 24 dwelling units, 35 private parking units, 1 public parking unit, and 2 commercial units.

4.2 Definitions. Each dwelling unit, private parking unit, public parking unit or commercial unit shall be considered a separate unit under the Act. When the term "unit" is used in this Declaration or in the Bylaws or other rules and regulations without specifying the type of unit, it includes all four types of units. Where the term "voting units" is used in this Declaration, it means only dwelling units, the public parking unit and commercial units. Private parking units are not voting units. All deeds, mortgages or other documents of conveyance or lien should specify the type(s) of units referred to, that is, whether the units referred to are dwelling units, private parking units, the public parking unit, or commercial units.

4.3 Description of Units.

(a) Dwelling Units. Each dwelling unit shall be a single apartment unit as more fully described on the Condominium Plat, a copy of which is attached hereto as Exhibit C. Dwelling units are intended for residential use only, and each dwelling unit is comprised of one or more cubicles of air at one or more levels of space, having its outer boundaries defined by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the building, together with all fixtures and improvements contained within the boundaries, and including such porches, patios, balconies and other appurtenant and related structures and equipment, with similar boundaries, as may be constructed and shown as related to the unit in the Condominium Plat, but excepting any such structures and equipment which are designated herein as common areas or limited common areas.

(b) Private Parking Units. Each private parking unit shall be a space in which to park one automobile, light truck or similar vehicle, and shall be comprised of a cubicle of air within the underground parking garage and area as shown on the Condominium Plat, and shall be defined by the parking surface itself, by the ceiling, if any, of the level on which the space is located, and by four vertical planes whose lower corners are the endpoints of the painted stripes on the parking surface and which extend to the ceiling of the parking level, if there is a ceiling.

(c) Public Parking Unit. The public parking unit shall be an area containing a number of spaces in which automobiles, light trucks or similar vehicles may be parked, made available to the general public for lease, as specified in an agreement between the Declarant and the City of Milwaukee. It shall be comprised of a cubicle of air within the ground-level covered parking area as shown on the Condominium Plat, having its outer boundaries defined by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the covered parking area or of the building, together with all fixtures and improvements contained within the boundaries, and including such other appurtenant and related structures and equipment, with similar boundaries, as may be constructed and shown as related to the unit in the Condominium Plat, but excepting any such structures and equipment which are designated herein as common areas or limited common areas.

(d) Commercial Units. Each commercial unit shall be a single storefront type unit as more fully described on the Condominium Plat, a copy of which is attached hereto as Exhibit C.

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Commercial units may be occupied or leased for commercial, professional or other business use only. Each commercial unit is comprised of one or more cubicles of air at one or more levels of space, having its outer boundaries defined by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the building, together with all fixtures and improvements contained within the boundaries, and including such porches, patios, balconies and other appurtenant and related structures and equipment, with similar boundaries, as may be constructed and shown as related to the unit in the Condominium Plat, but excepting any such structures and equipment which are designated herein as common areas or limited common areas.

4.4 Identification of Units. The units are designated by identifying names or numbers as shown on the list attached hereto as Exhibit A and on the Condominium Plat. The approximate dimensions and floor area of each unit, and further details identifying and describing each unit, are shown on the floor plans which form a part of the Condominium Plat. Complete construction details are contained in working plans and drawings which are kept and available for inspection at the offices of the Declarant.

4.5 Rights Reserved by Declarant. The Declarant reserves the right to change the layout, location, dimensions and construction details of the buildings, units, common elements and limited common elements shown on the Condominium Plat which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the building and units. For this purpose, the Declarant shall have the exclusive right, without a vote of the other unit owners, to amend this Declaration for the purpose of recording a plat of survey or plans depicting the layout, location, unit numbers and dimensions of the building and units as finally located and erected.

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5. BUILDING AND RESTRICTIONS

The buildings and units constructed or to be constructed on the Property shall in each instance comply with each of the following conditions and restrictions:

5.1 Improvements. Only one residential apartment or one parking space, as the case may be, shall be constructed within each dwelling unit or private parking unit location as shown on the Condominium Plat. Any other improvements, paved areas, accessory systems or equipment serving the unit shall be located as shown on the Condominium Plat. Commercial units may be partitioned or subdivided as necessary or desirable for any reasonable use of the commercial units, subject to all restrictions and requirements in this Declaration and the Bylaws of the Association.

5.2 Dwelling Units: Residential Use. All dwelling units shall be used only for residential purposes.

5.3 Use of Private Parking Units. The restrictions set forth in this paragraph 5.3 apply to all private parking units, no matter how or by whom they are owned. All private parking units shall be used only for parking vehicles belonging to owners of dwelling units or commercial units, and their temporary guests. Private parking units shall not be leased, rented or otherwise made available for use by any person not an owner of a dwelling unit or commercial unit in the condominium. Private parking units shall not be used for storage of any kind, and shall not be used to store or park vehicles which are not operable and in regular use. The Association may, but is not required to, set by rule or Bylaw a length of time in which vehicles which are not operable, but which are repairable, may be kept in a private parking unit while awaiting repair, and shall have the sole authority to regulate and administer all issues and

disputes regarding parking in private parking units, arising under this Paragraph or other provisions of this Declaration and of the Bylaws. Private parking units owned by the Declarant may be used by the Declarant, its employees, agents, contractors (including subcontractors) and invitees, for any reasonable purpose consistent with the Declarant's construction, operation and sale of the condominium and of the various units.

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5.4 Ownership of Private Parking Units Restricted.

(a) Restriction on Ownership. The Condominium is intended for and restricted to residential use (and commercial, professional or other business use in the commercial units) only. For that reason, it is essential to the purpose of the Condominium that no private parking unit be owned by any person or entity which is not also the owner of a dwelling unit or commercial unit (except that private parking units may be conveyed to and owned by the Association for use in executing the Association's duties and responsibilities).

(b) Owners May Buy and Sell. Owners of dwelling units or commercial units are permitted to buy and sell private parking units among themselves in order to accommodate their individual and unique parking needs. No private parking unit may be owned by or conveyed to any person or entity which is not an owner of a dwelling unit or commercial unit in the condominium, and no person who sells, conveys or otherwise relinquishes fee title or equitable title to a dwelling unit or commercial unit (including but not limited to a land contract vendor) may retain fee title or equitable title to the private parking unit(s) associated with the dwelling unit or commercial unit. For this purpose, the term "associated" shall be defined by reference to the conveyance document(s) by which the person conveying or relinquishing title to the dwelling unit or commercial unit acquired title to that unit. Any conveyance, transaction or other arrangement which results in a private parking unit being owned or controlled by any person or entity which is not the owner of a dwelling unit or commercial unit in ABBOTSFORD CONDOMINIUM (except the Association) is inconsistent with the intent of this Declaration and is prohibited. All private parking units shall continue to be owned by the Declarant until they are sold and conveyed to a purchaser for value.

5.5 Building Exteriors. In order to maintain a pleasing and uniform exterior appearance of the condominium buildings, each unit and limited common area shall maintain exactly the same exterior colors. All exterior replacement items, such as windows, siding, doors and the like, shall be the same brand, product, style and color as the original installation, if possible. If the original item is no longer available, substitutions may be made only with the prior written consent of the Association.

5.6 Maintenance. In order to maintain a pleasant and high-quality appearance of the Condominium, the Association shall maintain the exterior of the buildings in a condition as close as possible to the original. All exterior paint, brick, siding, trim, roofing, and the like shall be maintained, cleaned, replaced or painted or otherwise cared for, as the case may be, and shall be kept in pristine condition. The Association shall perform such work on the building and may specially assess the unit owners for the expenses involved. In the event that a unit owner does not pay any special assessment for any such work within 14 days of receiving the invoice for the work, the Association may assess the unit owner for that sum of money and may file a lien claim which will encumber the non-paying owner's title until paid in full.

6. COMMON ELEMENTS

6.1 Description. The common elements shall consist of all of the improvements and appurtenances of **ABBOTSFORD CONDOMINIUM**, except the individual units (dwelling units, private parking units, the public parking unit and commercial units) and fixtures therein, as defined in this Declaration, including but not limited to the land on which the buildings are located; common roads, drives, walkways, courtyards and other open areas as shown on the Condominium Plat and all amendments thereto; water systems and other private utility lines; public utility lines; master television cable or antenna and line, if any; the landscaping done or to be done on the condominium property; bearing walls, floors and ceilings (except the interior surfaces thereof which form the outer boundaries of each dwelling unit), roofs, foundations, entrances and exits, pipes, ducts, electrical wiring, sewer laterals, common rooms, outside walls, girders, beams and support and structural parts of the buildings.

6.2 Easements. Each owner of a dwelling unit, of the public parking unit or of a commercial unit shall have a valid exclusive easement to the space between the interior and exterior walls for the purpose of installing and maintaining additional utility outlets, wall hangings, and the like, and erection of non-bearing partition walls and similar structures, where the use of space between the walls may be necessary for such purposes, provided that the unit owner shall do nothing to impair the structural integrity of the building or the soundproofing of common walls between units, and provided further that the common elements be restored to their former condition by the unit owner at the unit owner's sole expense upon completion of the item or termination of the use requiring the easement. Easements are hereby declared and granted for the benefit of the owners of dwelling units, the public parking unit and commercial units, and of the Association of Unit Owners (hereinafter established and described) for the installation, maintenance and repair of common utility services in and on any part of the common elements or units of any type.

6.3 Signage. No exterior signage of any kind shall be allowed in the common areas, attached to the buildings, displayed on the buildings or visible in windows or doors, EXCEPT:

(a) The owners, tenants and occupants of the two commercial units may display signs, notices and other materials in the units and on the windows and doors of the units, provided that such signs, notices and materials are in compliance with all applicable laws, regulations and ordinances, and are reasonably in compliance with generally accepted standards of good taste and appropriate decorum so as not to detract from the appearance of the building or from the value and marketability of the units.

(b) The owner of the public parking unit may display signs, notices and other materials within the public parking unit for the purpose of managing the unit and regulating its use by tenants and others.

(c) The Declarant, so long as it owns any units which are offered for sale, may display in, on and about the building reasonable signs, notices and other materials relating to the units offered for sale, provided that such signs, notices and materials are in compliance with all applicable laws, regulations and ordinances, and are reasonably in compliance with generally accepted standards of good taste and appropriate decorum so as not to detract from the appearance of the building or from the value and marketability of the units.

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7. LIMITED COMMON ELEMENTS

7.1 Description. Portions of the common elements are designated as "limited common elements" on the Condominium Plat. Each limited common element is reserved for the exclusive use of the owner(s) of the unit to which it is appurtenant, to the exclusion of all other unit owners in the condominium. Such limited common elements include (but are not limited to) the outside deck, walks, patio or porches, if any, immediately and adjacent to each unit by which it has access by a door from the unit, and the like, which are shown as appurtenant to each unit on the condominium plat.

7.2 Use. The manner of use of each limited common element shall be determined by the owner of the unit to which it is appurtenant, provided that no such use shall be inconsistent with the purposes stated in this Declaration and the intent of the restrictions as set forth in this Declaration. No unit owner or occupant shall landscape, alter, obstruct or damage any limited common element, nor attach any object or equipment to any common element or limited common element, nor permit any such thing to be done, in any manner, without the written consent of the Declarant or of the Association, whichever is appropriate. As a specific example, though not intended to limit the application of this paragraph, satellite television "dishes" and other communication apparatus shall not be installed in or on limited common areas without the written consent of the Declarant or of the Association, whichever is appropriate; but such consent shall not be unreasonably withheld.

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8. OWNERSHIP OF UNITS; PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND IN LIMITED COMMON ELEMENTS.

8.1 Ownership in common. Each unit owner shall own a fee simple interest in the unit. Each unit owner shall also own an undivided interest in the common elements as a tenant in common with all other unit owners. Except as otherwise limited in this Declaration, unit owners and occupants shall have the right to use and occupy the common elements for all purposes incidental to the use and occupancy of their respective units as places of residence, and for such other incidental purposes permitted by this Declaration, which rights shall be appurtenant to and run with each unit.

8.2 Calculation of percentage interest. The percentage of the undivided ownership interest in the common elements relating to each unit, and accruing to its owner for the purposes of ownership and proportionate liability for and payment of common expenses, shall be determined at any time by dividing 100 by the total number of units of all four types then existing in the condominium. This method and formula shall not be used to determine voting rights, which are set forth below.

9. ASSOCIATION OF UNIT OWNERS

9.1 Membership, Duties and Obligations. All owners of voting units shall be entitled and required to be members of an association of unit owners to be known as **ABBOTSFORD CONDOMINIUM OWNERS' ASSOCIATION, INC.** (hereinafter "the Association"), which shall be responsible and shall have exclusive authority for executing the purposes of this Declaration, including the management

and control of the common elements and of the limited common elements. The Association shall be incorporated as a non-profit corporation under the laws of Wisconsin. Each unit owner and occupant shall have all of the rights and shall be subject to all of the obligations created by and existing under this Declaration, and shall be subject to and abide by such bylaws, rules and regulations as the Association may from time to time enact; except that no amendment of this Declaration or of any Bylaws shall alter or abrogate any rights of the Declarant, New Land Enterprises, LLP, or its successors, which may have been reserved, set forth or contained in this Declaration or in the initial Bylaws..

9.2 Units Entitled to Vote. In order to maintain an equitable balance among the unit owners, voting rights shall be based upon ownership of voting units, which category includes only dwelling units, the public parking unit, and commercial units. Private parking units shall not be considered for any purpose connected with voting rights.

9.3 Voting Rights. Each dwelling unit shall be entitled to one vote at meetings of the Association. Each commercial unit shall be entitled two votes. The public parking unit shall be entitled to five votes. Only one membership shall exist for each voting unit; if title to a voting unit is held by more than one person, the membership attributed to that unit shall be shared by the owners according to the proportions and type of tenancy in which they hold title. Voting shall be by whole units only; no fractional votes shall be permitted. Shared membership interests must be voted as one, pursuant to the designation contained in the membership list maintained pursuant to the Bylaws. The Declarant shall be entitled to cast the vote attributable to each voting unit declared as a part of the condominium (whether actually built or not) but not yet sold, until such time as such unit is conveyed to another person or entity.

9.4 Declarant Control. Except as provided in Paragraph 9.4 below, the Declarant, its successors and assigns, shall have the right, at its option, to appoint and remove the members of the Board of Directors and the officers of the Association, and to amend the Bylaws or rules and regulations of the Association, until the earlier of: (a) 2 years from the date of the first sale of a unit by the Declarant; or (b) 30 days after the conveyance of 75 percent of the dwelling units by the Declarant to purchasers; or (c) until such earlier time as the Declarant may expressly waive its rights under this paragraph by a written notice delivered to the Association's Board of Directors, subject in each case to the provisions of the Act. For purposes of the contingency set forth as (b) above, the percentage shall be calculated on the total number of voting units completed and to be completed. Each owner of a unit in the condominium shall be deemed by acceptance of any deed to any unit to agree and consent to the right of the Declarant to control the Association for a limited time as set forth herein.

9.5 Meeting to Elect Directors. Prior to the conveyance of 25% of the common element interest to purchasers, the Association shall hold a meeting and the voting unit owners other than the Declarant shall elect at least 25% of the Directors of the Association. Prior to the conveyance of 50% of the common element interest to purchasers, the Association shall hold a meeting and the voting unit owners other than the Declarant shall elect at least 33 1/3% of the Directors of the Association. Meetings shall be held at least annually thereafter, at a time and place to be determined by the Board of Directors.

9.6 Association Personnel; Common Services. The Association may contract for, obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium, and may contract for such common services or utilities as it may determine to be necessary or advisable for each unit or for common elements.

9.7 Association Records. The Association shall have current copies of this Declaration with any amendments, the Condominium Plat, the Articles of Incorporation and Bylaws of the Association, any rules or regulations affecting the condominium, and the Association's books, records and financial information and statements available during normal business hours for inspection by unit owners or by holders, insurers or guarantors of first mortgages upon units in the condominium. Upon written request, the Association shall provide a written financial statement for the preceding fiscal year to any such holder, insurer or guarantor.

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10. PURPOSE AND USE RESTRICTIONS

10.1 Uses Restricted. The condominium building and the units and common areas are intended for and restricted exclusively to residential uses as governed by the terms and conditions of this Declaration and by the Bylaws of the Association. The only exception to this restriction shall be the public parking unit and the commercial units, which are restricted to the uses set forth elsewhere in this Declaration.

10.2 Rights Reserved by Declarant. Notwithstanding the foregoing, the Declarant reserves the right, at its option and in its sole discretion, to use and occupy various units, owned and selected by the Declarant, as "model" units and sales offices, until all units declared and contemplated have been sold, or until such earlier time as may be determined by the Declarant.

11. REPAIRS AND MAINTENANCE

11.1 Individual Units. Each unit owner shall be responsible for keeping the interior of the unit and all of its equipment, fixtures and appurtenances in good order, pristine condition and repair and in a clean and sanitary condition, and shall be responsible for such decorating, painting and maintenance as may at any time be necessary or advisable to maintain the good condition, function and appearance of the unit, according to standards set forth in the Bylaws. Without in any way limiting the foregoing, each unit owner shall be responsible for the lighting fixtures, refrigerators, air conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment including washers and dryers, ranges or other equipment which may be in or connected with the unit.

11.2 Limited Common Elements. Each unit owner shall keep the limited common areas or elements appurtenant to the unit in a good, clean, sanitary and attractive condition.

11.3 Association May Act; Assessments. If any unit owner fails to properly discharge the responsibilities set forth in Paragraph 7.2 above, the Association may give notice in writing as to repairs, maintenance and cleaning it determines to be necessary. If the unit owner fails to properly take care of such matters within 30 days following receipt of such notice, the Association may accomplish any repairs and maintenance it determines to be necessary, and may assess the unit owner for any reasonable expenses incurred.

11.4 Common Elements and Facilities. The Association shall be responsible for the management and control of the common elements and facilities, and shall cause them to be well maintained and kept in good, clean and attractive condition, order, and repair. Without in any way limiting the foregoing, this

shall include all repair, maintenance and snow removal for driveways and walkways, and all grass cutting and landscape maintenance and related activities, according to standards set forth in the Bylaws. All expenses of maintenance of the common elements shall be a common expense of the Association. The Association shall have sole authority over all additions, improvements and alterations to common elements and limited common elements. In the event any repair or maintenance of any of the common elements or limited common elements is necessitated by reason of misuse by, or negligence of, a unit owner or occupant, or of a tenant, guest or agent of a unit owner, the Association may charge and assess the reasonable expense of such repair or maintenance to the responsible unit owner.

11.5 Entry for Repairs. The Association, or any person or entity employed, retained or designated by it, may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public or common utilities, or for any other matters for which the Association is responsible. Such entry shall be made only with reasonable prior notice to the owner, except in the case of an emergency when injury or property damage will result from delayed entry, and with as little inconvenience to the owner as practical. Any damaged caused by such entry, maintenance or repairs shall be repaired by the Association and treated as common expenses, except as allocable to an individual unit or units at the discretion of the Board of Directors.

11.6 Structural Changes by Unit Owners. A unit owner shall not, without first obtaining the written consent of the Association, make, or cause or permit to be made, any structural alteration, changes or improvements in or to the unit, or in or to the exterior of any building or any common or limited common elements and facilities, or make or install any improvements or equipment which may affect other units or the owners of other units. A unit owner shall not perform, or cause or allow to be performed, any act or work which will impair the structural soundness or integrity of the buildings or units, or the safety of the Property, or impair any easement or property right, without the prior written consent of the Association.

11.7 Unit Interiors. Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper, or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of the unit and all walls, ceilings, floors and doors within the boundaries , and to erect partition walls of non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

12. DESTRUCTION AND RECONSTRUCTION

12.1 Units. In the event of partial or total damage or destruction of a unit, the repair and restoration of the unit shall be the responsibility of the Association utilizing the proceeds of insurance upon the unit maintained by the Association. The unit shall be repaired and rebuilt as soon as practicable, and substantially to the same design, plan and color specifications as originally built.

12.2 Damage to or Destruction of Common Elements. In the event of a partial or total damage or destruction of any part of the common elements and facilities, the damaged or destroyed items 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. The proceeds of any insurance provided by the Association, collected for such damage or destruction, shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 14 below. In the case of

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damage or destruction, the repair or reconstruction of which would exceed available insurance proceeds by the sum of $100,000.00 in the aggregate, the Association may determine not to rebuild or repair, by written consent of voting unit owners with not less than 75% of the aggregate number of votes in the Association, within 90 days after the date of the damage or destruction. As to each unit entitled to vote, such consent shall not be valid unless it is approved in writing by all mortgagees of the unit. In the event that the decision is made not to rebuild or repair, the Property shall be subject to an action for partition and shall be partitioned pursuant to Section 703.18 of the Wisconsin Statutes, providing for distribution of net proceeds of sale of the Property and net proceeds of insurance in proportion to the undivided percentage ownership interests in the common elements and in accordance with the priority of interests in each unit.

12.3 Repair or Reconstruction. If it is determined to repair and rebuild, the design, plan and specifications of any building or unit may vary from that of the original, with the approval of the Association; provided, however, that the number of square feet in any unit may not vary by more than 5% from the number of square feet in the unit as originally constructed, and the location of any building shall be substantially the same as the original. All costs of repair or reconstruction in excess of available insurance proceeds shall be a common expense, and the Association shall have the right to levy assessments as a common expense against all unit owners to the extent that the proceeds of any insurance collected are insufficient to pay the costs of repair or reconstruction.

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13. INSURANCE

13.1 Units. Each individual unit owner shall be responsible for providing insurance for the interior of the unit and its contents, including but not limited to fixtures and improvements in the unit, and shall be responsible for the premiums on that insurance.

13.2 Common Elements. The Association shall provide and maintain fire and broad form extended coverage insurance on the buildings, improvements and other common elements and limited common elements and any portions thereof which are a part of the Property in an amount not less than the full replacement value. The insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees in the percentages established in this Declaration, as their interests may appear. Insurance premiums and charges shall be a common expense.

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

13.4 Terms of Insurance. To the extent possible, all insurance obtained by the Association shall provide that the insurer waives its right to subrogation as to any claim against unit owners, the Association, and their respective servants, agents or guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one more unit owners or their servants, agents or guests, unless the Association is given 30 days prior written notice and the opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be

reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Board of Directors in order to maintain coverage for full insurable value.

14. LIABILITY FOR COMMON EXPENSES

14.1 General Conditions. The costs of administration of the Association, common element insurance, repair, maintenance and other expenses of the common elements as set forth above, including but not limited to common services provided to the unit owners, including but not limited to common lighting, grass cutting for common elements, snow removal, repair and maintenance of drives and walks, and common utility and water services, shall be paid for by the Association as common expenses. The Association shall make assessments against the unit owners and the units for such common expenses in accordance with the percentage of the undivided interest in the common and limited common elements attributable to each unit, in the manner provided in the Bylaws of the Association. No unit owner and no unit ownership may be exempted from liability for contribution toward the common expenses by any waiver of the use or enjoyment of any of the common elements or services, or by the owner abandoning the unit; and no conveyance shall relieve the unit owner or grantor or the unit of such liability. A unit owner who sells or otherwise conveys the unit shall be jointly, severally and personally liable along with the grantee for the common expenses incurred up to the date of conveyance, until all expenses charged to the unit have been paid.

14.2 Assessments. Every assessment, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which it is 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 for the following year; if the annual assessment is prorated and paid in installments, the assessment shall not be considered due until the respective installment payment dates. In the event of delinquency of payment, the Association may assess penalties, interest and collection costs, and may accelerate annual assessments remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association.

14.3 Declarant's Responsibility. Until 75 percent of the total number of dwelling units established under this Declaration have been sold and conveyed to bona fide purchasers for value, the Declarant shall be responsible for the payment of all common expenses, except replacement costs and reserves, to the extent that such expenses cannot covered out of the Association's revenues. Each unit owner shall pay to the Association, in the same manner as an assessment, a pro rata share of the common expenses in the form of monthly dues as set forth in the Condominium Budget and Bylaws, and the Declarant shall be responsible for the payment of sums sufficient to pay all common expenses actually incurred.

14.4 Units Owned by Declarant. After 75 percent of the total number of dwelling units established under this Declaration have been sold and conveyed to purchasers for value, the Declarant shall be treated as a unit owner with respect to any units of any type which have not been sold and conveyed to bona fide purchasers for value, and shall pay, for each unit, the annual assessments or monthly dues installments, special assessments, and common expenses allotted to the unit as set forth in this Declaration and the Association's Bylaws, for as long as the Declarant owns the unit. For the commercial units and for dwelling units which are not actually being occupied as dwellings, all such

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payment shall be made at 50% of the normal rate for dwelling units. The public parking unit shall be assessed annual assessments or monthly dues installments, special assessments, and common expenses in an amount equal to that assessed to one dwelling unit.

15. PARTITION

Common elements and limited common elements shall not be partitioned, through judicial proceedings or otherwise, except as otherwise provided in the Declaration, until or unless this Declaration is terminated and the Property is withdrawn from its terms, or from the terms of the Act; except that, if any unit is owned by two or more co-owners as tenants in common or joint tenants, or as marital property of any type, nothing in this Declaration shall be deemed to prohibit a voluntary or judicial partition of the unit as between the co-owners.

16. CONVEYANCE TO INCLUDE INTERESTS IN COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

The percentage of the undivided interest in the common elements and limited elements shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both the owner's interest in the unit and the unit's corresponding percentage of ownership in the common elements and limited common elements. This prohibition is intended to prevent any severance of the combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including the other shall be deemed and taken to include the missing interest even though the missing interest is not expressly mentioned or described in the instrument.

17. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

17.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association, and reserved for the benefit of the Declarant, for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone and other communication lines and equipment, master cable television or antenna system lines and equipment, and electric conduits, lines and equipment including power transformers, over, under, along and on any part of the common elements, including the limited common elements, to service the condominium Property. The Association or the Declarant has the right to grant easements for utilities, services or other purposes over, under or through the common elements and limited common elements, provided the same are reasonably necessary for the orderly development and operation of the condominium.

17.2. Public Purposes. Because the unit owners and the Association will have unforeseeable needs, from time to time, for a variety of public and other services, an easement is hereby granted to the public

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for access to, over and under the common elements and limited common elements for all reasonably necessary public services including, without limitation, fire, police, ambulance and rescue, mail, sanitation and other public services. The Association or the Declarant has the right to grant specific or ancillary easements in furtherance of public and other reasonable purposes, within the spirit of this paragraph.

17.3 Encroachments. In the event that by reason of the construction, reconstruction, settlement or shifting of any building, or the design or construction of any unit, any part of the common elements, or any limited common element, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or limited common elements, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing, and unit and common element boundaries shall be as provided in the Act. In no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common elements or limited common elements, if such encroachment occurs because of the willful and knowing conduct of any such owner.

17.4 Rights of Ingress and Egress. Each unit owner shall have an unrestricted perpetual right of ingress and egress to and from the unit, which shall be appurtenant to the unit and shall pass with the unit on transfer of ownership.

17.5 Binding Effect. All easements and rights described in this Section 17 are easements and rights appurtenant, running with the real estate, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and shall be binding upon, the grantees, the Declarant, its successors and assigns, and all unit owners, purchasers and mortgagees, and their heirs, personal representatives, successors and assigns, as their interests may appear. The Association or the Declarant shall have the authority to execute and record all documents necessary to carry out the intent of this Section 17.

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18. RIGHTS OF ACTION; FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT A WAIVER

18.1 Rights of Action. If any unit owner fails to comply with this Declaration or the Bylaws or decisions made by the Association, the Association or any other unit owner may sue such owner for any actual damages caused by the failure, or for injunctive relief. In addition, the Association shall have the enforcement authority contained in this Declaration and in the Bylaws of the Association.

18.2. Power of Attorney. Acceptance of a deed to any unit in the condominium shall constitute a grant of a limited power of attorney to the Association, for the purpose of taking any necessary action with respect to the unit owner's tenants, including, without limitation, filing and prosecuting court actions for eviction, abatement of nuisances, injunctions, collection of claims for damages, and the like.

18.3 No Waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option set forth in this Declaration, or to serve any notice or to institute any action, shall not

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

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19. AMENDMENTS TO THE DECLARATION

Except as otherwise provided with respect to termination of the condominium form of ownership, this Declaration may be amended only with the written consent of owners of voting units which, taken together, have at least 75% of the votes in the Association. In the case of a voting unit which is subject to one or more mortgages, the unit owner's written consent is not effective unless it is approved by all of the mortgagees of the unit. Prior to completion of construction and sale by the Declarant, its successors or assigns, of all declared units, the consent in writing of the Declarant, its successors or assigns, shall also be required. No amendment shall alter or abrogate any rights or privileges of the Declarant as set forth in this Declaration. The original of each amendment shall be recorded in the Office of the Register of Deeds for Milwaukee County, and a complete copy of each amendment shall be mailed or personally delivered to each unit owner at the unit owner's address on file with the Association.

20. NOTICES

All notices and other documents required by this Declaration or the Bylaws to be given to any unit owner shall be sufficiently delivered if given to one owner of the unit, regardless of the number of owners having an interest in the unit. Notices and other documents required to be served upon the Declarant shall be given to the agent specified in this Declaration for receipt of process. All unit owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents, and the Secretary's duty with respect to the giving of any notice shall be deemed to have been discharged by mailing or personally delivering the notice to the unit owner's address as filed with the Secretary.

21. RESIDENT AGENT

The Declarant's agent for service of process and notices with respect to the condominium shall be Core Real Estate Services, LLC, 11512 North Port Washington Road, Mequon, Wisconsin 53092, who shall also serve as the initial Resident Agent for the Condominium until some other person or entity is designated as Resident Agent by the Board of Directors of the Association. That designation shall be made in writing and filed with the State of Wisconsin, Department of Financial Institutions or such successor agency as the State may designate for the purpose. A designation of a new Resident Agent in replacement of the initial Resident Agent shall be filed by the Association within 30 days after its Secretary receives notice from the Developer, or has actual notice, that the Developer has sold and conveyed all of the units in the condominium, or at such earlier time as the initial Resident Agent may

request in writing. The Association may designate successors to the Resident Agent by affirmative majority vote at a meeting of the Association at which a quorum of the unit owners are present or represented by proxy.

22. MORTGAGEE RIGHTS

22.1 Notices. The holder, insurer or guarantor of any first mortgage or land contract on a unit in the condominium, upon request given in writing to the Resident Agent, shall be entitled to receive notice from the Association as follows:

22.1.1 Written notice as to any default or delinquency in the performance by the unit owner-mortgagor, as to any obligation under the condominium documents, which default or delinquency is not cured within 30 days after written notice of said default or delinquency to the unit owner-mortgagor;

22.1.2 Written notice of the call of any meeting of the members or Board of Directors of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Association's Bylaws or the Articles of Incorporation in any material respect. A change to any of the following shall be considered material for this purpose:

(a) voting rights;

(b) assessments, assessment liens, or the priority of assessment liens;

(c) reserves for maintenance and repairs;

(d) responsibility for maintenance and repairs;

(e) reallocation of interests in the common elements or limited common elements;

(f) redefinition of any unit boundaries;

(g) expansion or contraction of the condominium, or the addition, annexation or withdrawal of property to or from the same;

(h) insurance or fidelity bond;

(i) restrictions on leasing of units;

(j) imposition of any restriction on unit owners' right to sell or transfer units;

(k) a decision by the Association to establish or discontinue self-management;

(l) restoration or repair of any part of the condominium after hazard damage or partial condemnation in a manner other than that specified in this Declaration;

(m) any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs;

(n) any provisions set forth in this Declaration which expressly benefit mortgage holders, insurers or guarantors.

REEL 5216 IMAGE 1777

22.1.3 Written notice of any damage or destruction to the common elements or limited common elements of the condominium, the aggregate amount of which exceeds $50,000.00, at such time as such time as the damage or destruction is known to the Board of Directors.

22.1.4 Written notice of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

22.1.5 Written notice of any proposed action which requires the consent of mortgagees.

22.2 Certain Acts; Consent of Mortgagees Required. Except as provided by the Act in the case of damage to or destruction of all or any part of the condominium property, or changing percentages of ownership, the Association shall not do any of the following unless all of the mortgagees of at least 75 percent of the total number of voting units in the condominium have given their prior written consent:

22.2.1 Change the undivided percentage interest in the common elements of the condominium appurtenant to any dwelling unit or private parking unit, or the manner of making assessments for common expenses based upon such percentage.

22.2.2 Partition or subdivide any dwelling unit or private parking unit, or any common elements or limited common elements of the condominium.

22.2.3 By act or omission, seek to abandon the condominium or encumber or convey any part of the common elements or limited common elements of the condominium.

22.3 Information Required from Mortgagee. In order to be entitled to receive the notices specified in this Section 22, a mortgagee must send a written request to the Resident Agent of the Association, stating the name and address of the mortgagee, along with the unit number or unit address on which it has a mortgage, insurance policy or guaranty.

5216 IMAGE 1778

23. NUMBER AND GENDER

Whenever used herein, unless the context requires otherwise, the singular number includes the plural, the plural includes the singular, and the use of any gender includes all genders.

24. CAPTIONS

The captions, section and subsection headings and paragraph headings in this Declaration are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions of this Declaration.

25. SEVERABILITY

The provisions of this Declaration shall be deemed to be independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision, or of any part of a provision, shall not affect the validity or enforceability of the remaining provisions or portions of provisions.

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IN WITNESS WHEREOF, the Declarant, NEW LAND ENTERPRISES, LLP, a Wisconsin Limited Liability Partnership, has caused this Declaration to be executed at Milwaukee, Wisconsin, as of the date set forth at the beginning of the Declaration.

NEW LAND ENTERPRISES, LLP,
a Wisconsin Limited Liability Partnership, by both of its partners:

Vladimir Shuk, Partner

Boris Gokhman, Partner

AUTHENTICATION

State of Wisconsin)
) ss.
Ozaukee County)

Signatures of Vladimir Shuk and Boris Gokhman authenticated this 20th day of November, 2001.

Michael D. Corcoran
Member, State Bar of Wisconsin

Drafted by Attorney Michael D. Corcoran
SBN 1018578

Exhibit A
List of Units

Dwelling Units

Each dwelling unit shall have a street address of 1920 North Farwell Avenue, Milwaukee, Wisconsin 53202, followed by the unit number. Dwelling units are distinguished by unit number as follows:

Unit Number	Address	
200	1920 North Farwell Avenue, Unit 200,	Milwaukee, Wisconsin 53202
201	1920 North Farwell Avenue, Unit 201,	Milwaukee, Wisconsin 53202
202	1920 North Farwell Avenue, Unit 202,	Milwaukee, Wisconsin 53202
203	1920 North Farwell Avenue, Unit 203,	Milwaukee, Wisconsin 53202
204	1920 North Farwell Avenue, Unit 204,	Milwaukee, Wisconsin 53202
205	1920 North Farwell Avenue, Unit 205,	Milwaukee, Wisconsin 53202
206	1920 North Farwell Avenue, Unit 206,	Milwaukee, Wisconsin 53202
207	1920 North Farwell Avenue, Unit 207,	Milwaukee, Wisconsin 53202
208	1920 North Farwell Avenue, Unit 208,	Milwaukee, Wisconsin 53202
209	1920 North Farwell Avenue, Unit 209,	Milwaukee, Wisconsin 53202
210	1920 North Farwell Avenue, Unit 210,	Milwaukee, Wisconsin 53202
211	1920 North Farwell Avenue, Unit 211,	Milwaukee, Wisconsin 53202
400	1920 North Farwell Avenue, Unit 400,	Milwaukee, Wisconsin 53202
401	1920 North Farwell Avenue, Unit 401,	Milwaukee, Wisconsin 53202
402	1920 North Farwell Avenue, Unit 402,	Milwaukee, Wisconsin 53202
403	1920 North Farwell Avenue, Unit 403,	Milwaukee, Wisconsin 53202
404	1920 North Farwell Avenue, Unit 404,	Milwaukee, Wisconsin 53202
405	1920 North Farwell Avenue, Unit 405,	Milwaukee, Wisconsin 53202
406	1920 North Farwell Avenue, Unit 406,	Milwaukee, Wisconsin 53202
407	1920 North Farwell Avenue, Unit 407,	Milwaukee, Wisconsin 53202
408	1920 North Farwell Avenue, Unit 408,	Milwaukee, Wisconsin 53202
409	1920 North Farwell Avenue, Unit 409,	Milwaukee, Wisconsin 53202
410	1920 North Farwell Avenue, Unit 410,	Milwaukee, Wisconsin 53202
411	1920 North Farwell Avenue, Unit 411,	Milwaukee, Wisconsin 53202

Private Parking Units

Private parking units shall have no street addresses. Private parking units are numbered consecutively, 1 through 35, and are all located in the lower level parking garage. For a detailed layout, see the Basement Floor Plan attached to the Declaration as part of the Condominium Plat (Exhibit C).

REEL 5216 IMAGE 1780

Public Parking Unit

The public parking unit shall have a street address of 1920 North Farwell Avenue, Milwaukee, Wisconsin 53202.

Commercial Units

The commercial units shall have street addresses as listed below. Commercial units are further distinguished by letters, as follows:

Unit	Address	
Commercial Unit 1910	1910 North Farwell Avenue,	Milwaukee, Wisconsin 53202
Commercial Unit 1924	1924 North Farwell Avenue,	Milwaukee, Wisconsin 53202

REEL 5216 IMAGE 1781

Exhibit B

Legal Description of the Condominium Property

Lots 15, 16, 17 and 18, in Block 233, in A.L. KANE'S SUBDIVISION, in the Northeast 1/4 of Section 21, Township 7 North, Range 22 East, in the City of Milwaukee, Milwaukee County, Wisconsin.

REEL 5216 IMAGE 1782

EXHIBIT C

CONDOMINIUM PLAT OF SURVEY
ABBOTSFORD CONDOMINIUMS
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

ADDRESS: 1920 NORTH FARWELL AVENUE
City of Milwaukee

LEGAL DESCRIPTION:
Lots 15 thru 18, in Block 233, in A.L. Kane's Subdivision, being a subdivision in the Northeast 1/4 of Section 21, Town 7 North, Range 22 East, in the City of Milwaukee, County of Milwaukee, State of Wisconsin.

REFERENCE BEARING: The East R.O.W. line of North Farwell Avenue was used as the reference bearing and has an assumed bearing of N 34°05' E.

Note: No iron pipes were placed as a part of this survey. (All were found)

CERTIFICATE OF SURVEYOR:

I, John W. Jahnke, a registered land surveyor, authorized to practice that profession in the State of Wisconsin, do hereby certify that there is shown in the foregoing condominium Plat of Survey for the ABBOTSFORD CONDOMINIUMS, 1920 North Farwell Avenue, a correct representation of the condominium described in the Declaration. The identification and location of each unit and the common elements either as constructed or proposed can be determined from the Plat of Survey and the other documents and drawings attached.

John W. Jahnke
JOHN W. JAHNKE – Wis. Reg. No. S – 917
Dated this 17th day of September 2001

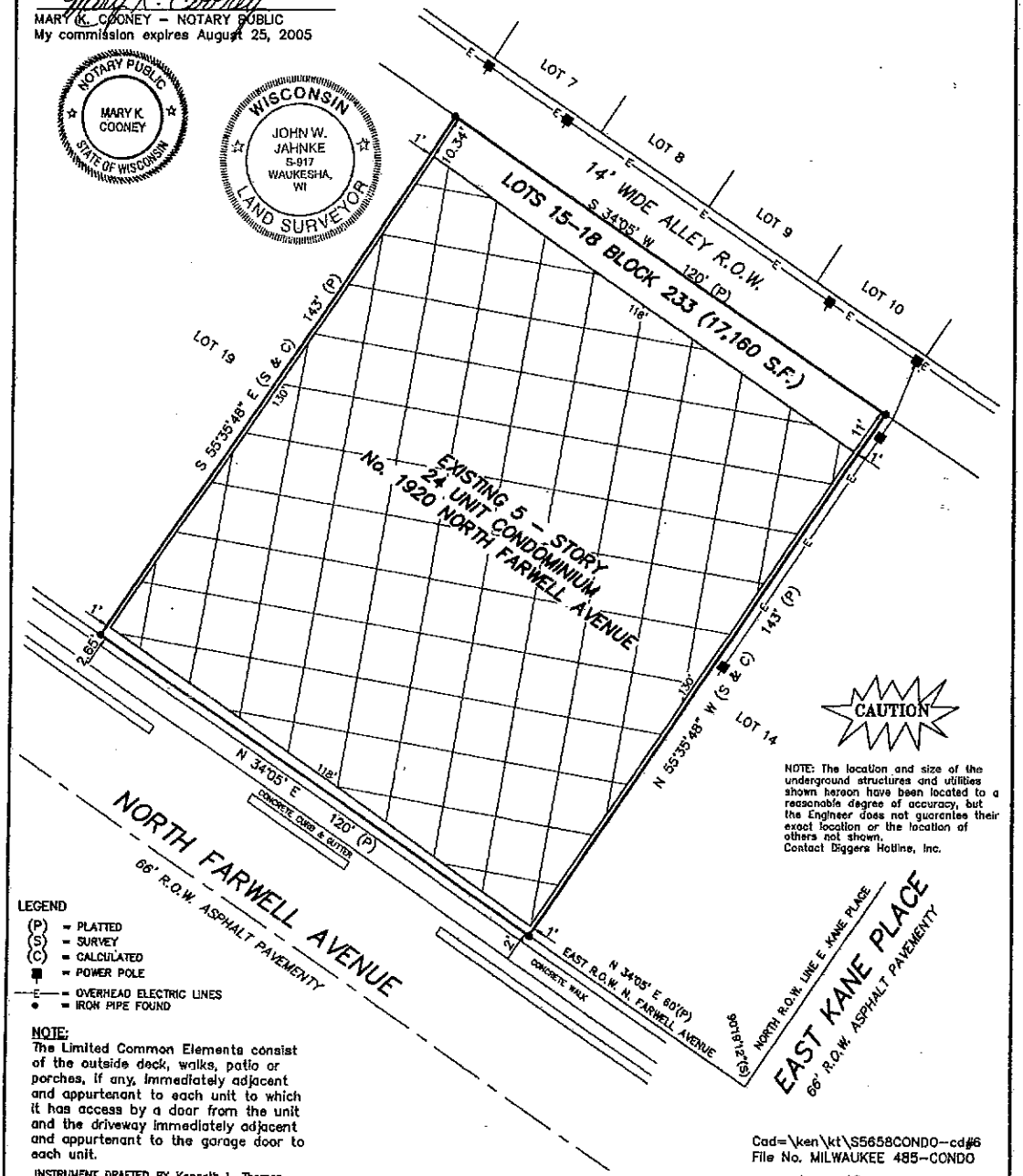
STATE OF WISCONSIN }
COUNTY OF WAUKESHA } ss
The above certificate subscribed and sworn to me this 17th day of September 2001

Mary K. Cooney
MARY K. COONEY – NOTARY PUBLIC
My commission expires August 25, 2005

NOTARY PUBLIC MARY K. COONEY STATE OF WISCONSIN

WISCONSIN JOHN W. JAHNKE S-917 WAUKESHA, WI LAND SURVEYOR

GRAPHIC SCALE
20 0 10 20 40
(IN FEET)
1 inch = 20 ft.



CAUTION

NOTE: The location and size of the underground structures and utilities shown hereon have been located to a reasonable degree of accuracy, but the Engineer does not guarantee their exact location or the location of others not shown.
Contact Diggers Hotline, Inc.

LEGEND
(P) = PLATTED
(S) = SURVEY
(C) = CALCULATED
■ = POWER POLE
—E— = OVERHEAD ELECTRIC LINES
● = IRON PIPE FOUND

NOTE:
The Limited Common Elements consist of the outside deck, walks, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

INSTRUMENT DRAFTED BY Kenneth L. Thomas

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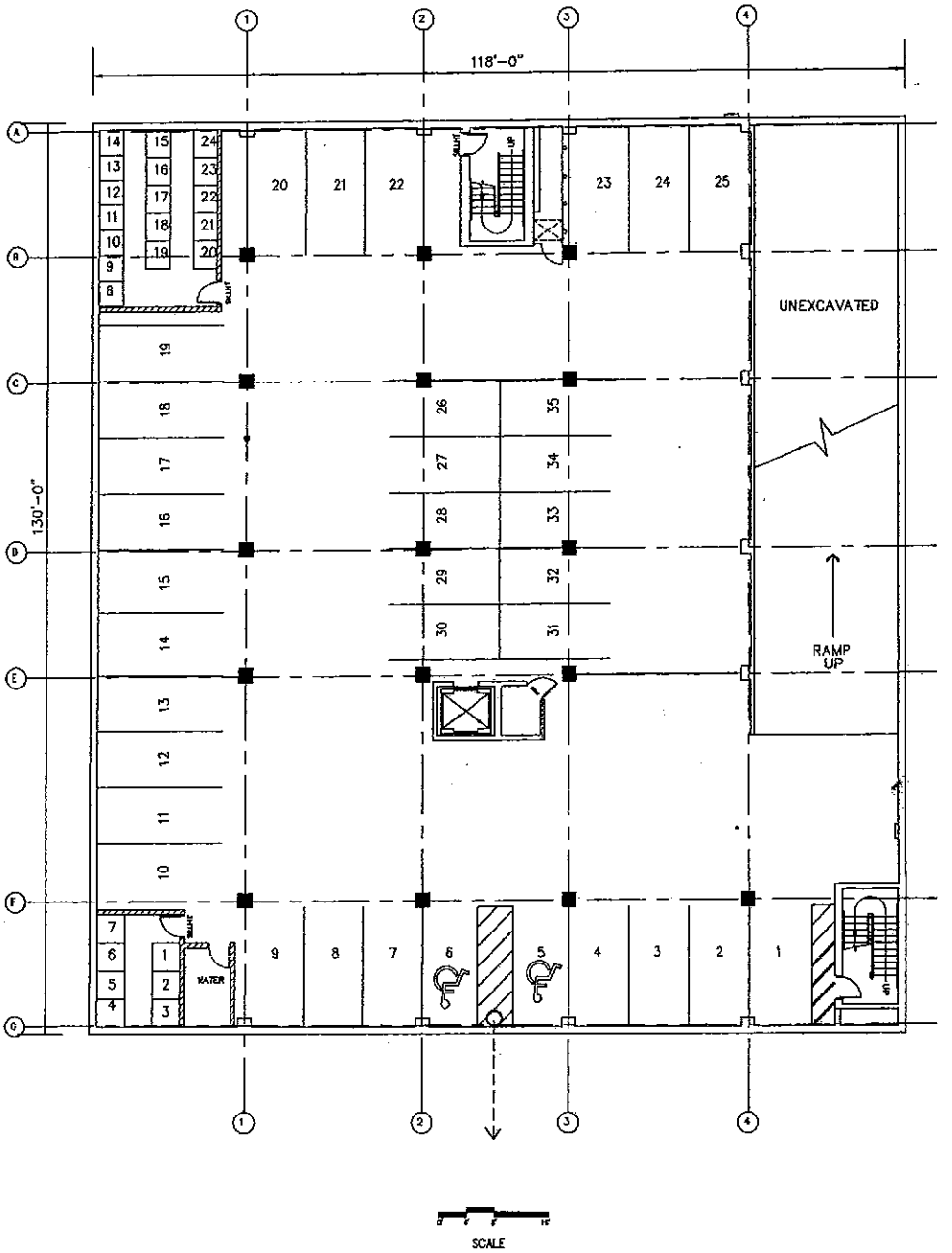
File No. MILWAUKEE 485–CONDO

PAGE 1 OF 10 PAGES

BASEMENT FLOOR PLAN FOR
ABBOTSFORD CONDOMINIUMS
CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN
1920 NORTH FARWELL AVENUE



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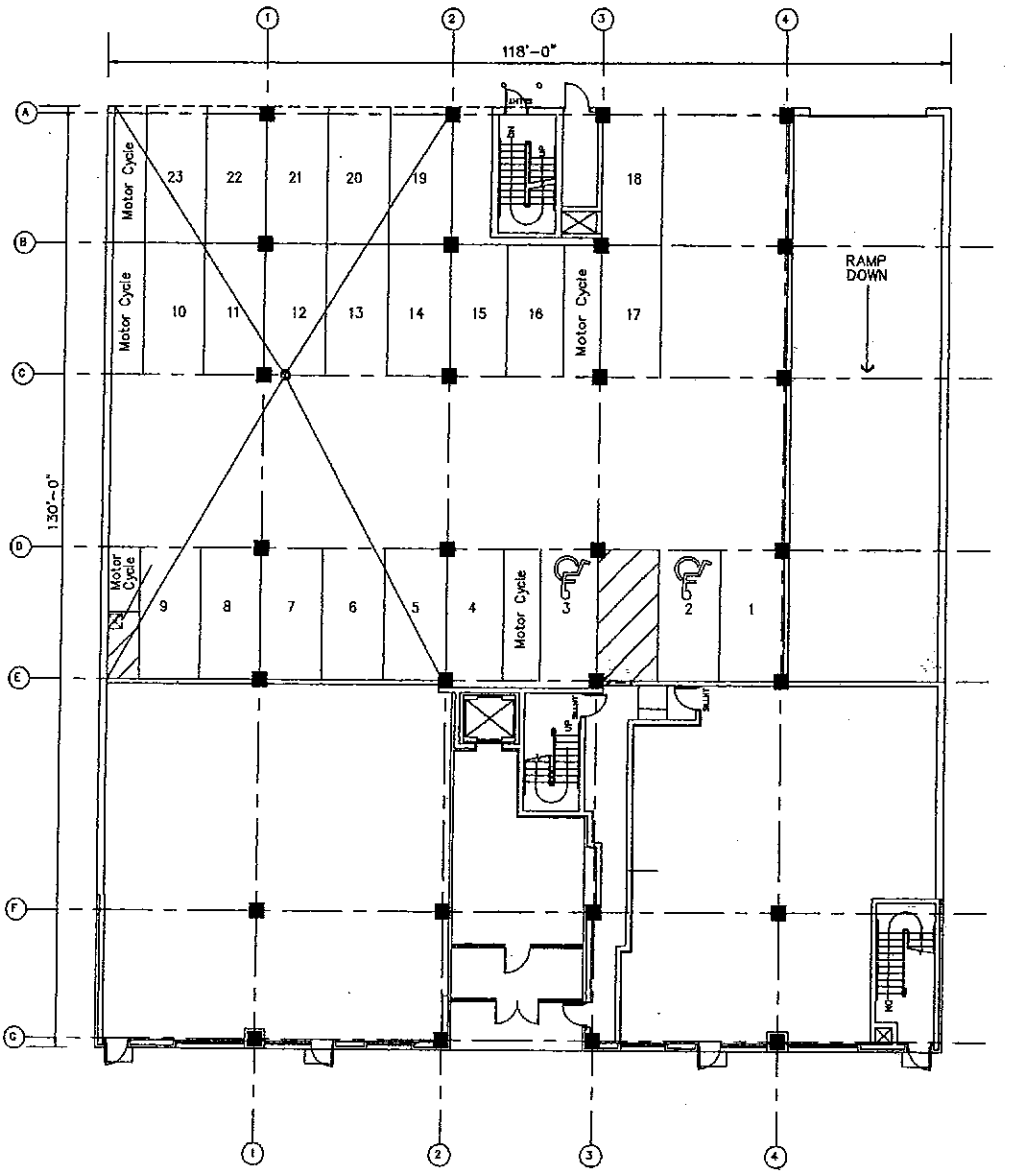
REEL 5216 IMAGE 1784

GROUND LEVEL FLOOR PLAN FOR
ABBOTSFORD CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

1920 NORTH FARWELL AVENUE



SCALE

INSTRUMENT DRAFTED BY Kenneth L. Thomas

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File No. MILWAUKEE 485-CONDO

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5716

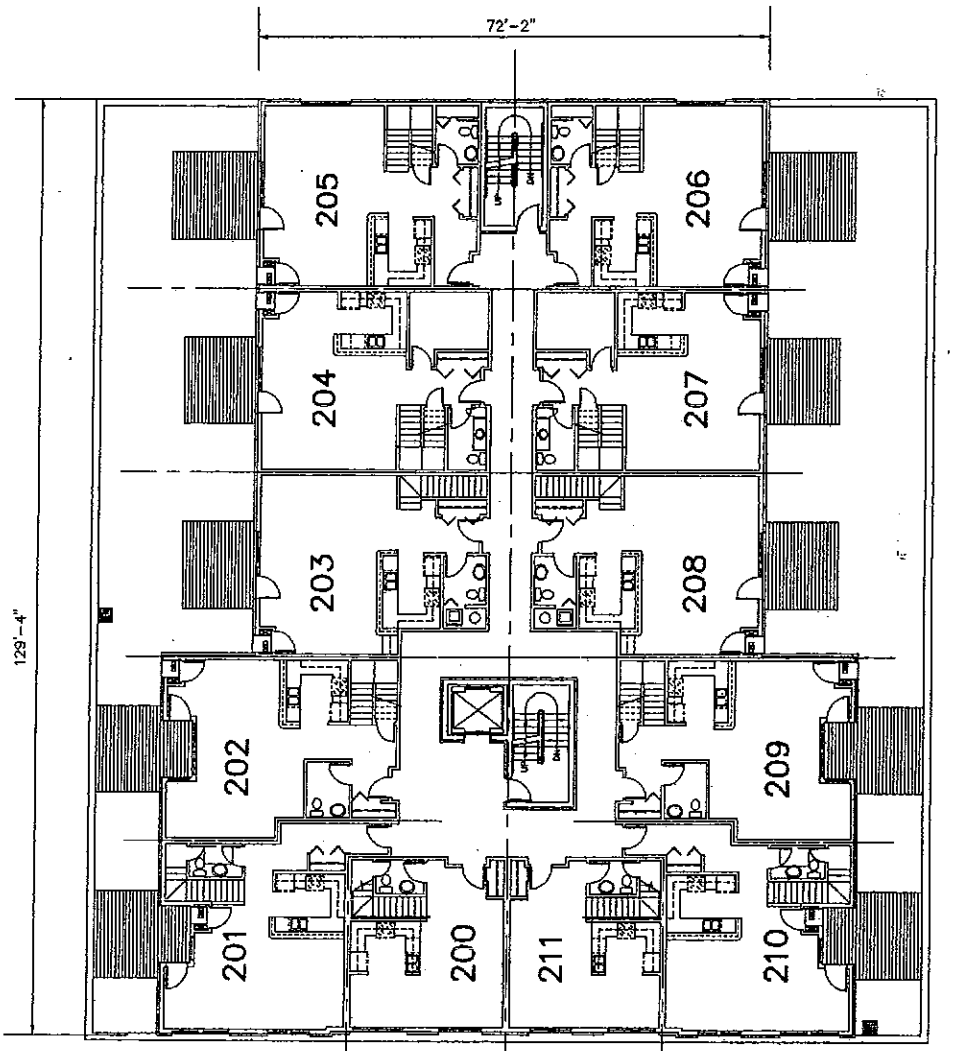
IMAGE 1785

SECOND FLOOR CONDO PLAN FOR

ABBOTSFORD CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

1920 NORTH FARWELL AVENUE



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INSTRUMENT DRAFTED BY Kenneth L. Thomas

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File No. MILWAUKEE 485-CONDO

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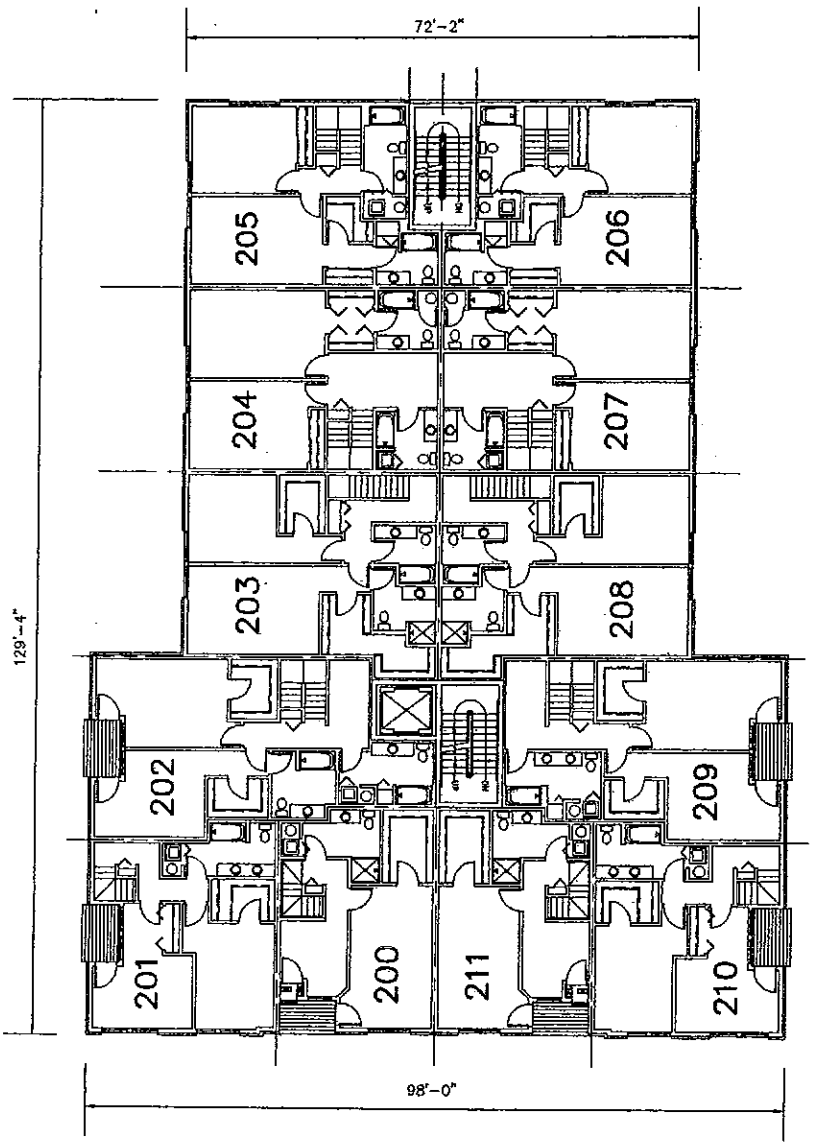
REEL 5216 IMAGE 1786

THIRD FLOOR CONDO PLAN FOR

ABBOTSFORD CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

1920 NORTH FARWELL AVENUE



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INSTRUMENT DRAFTED BY Kenneth L. Thomas

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File No. MILWAUKEE 485-CONDO

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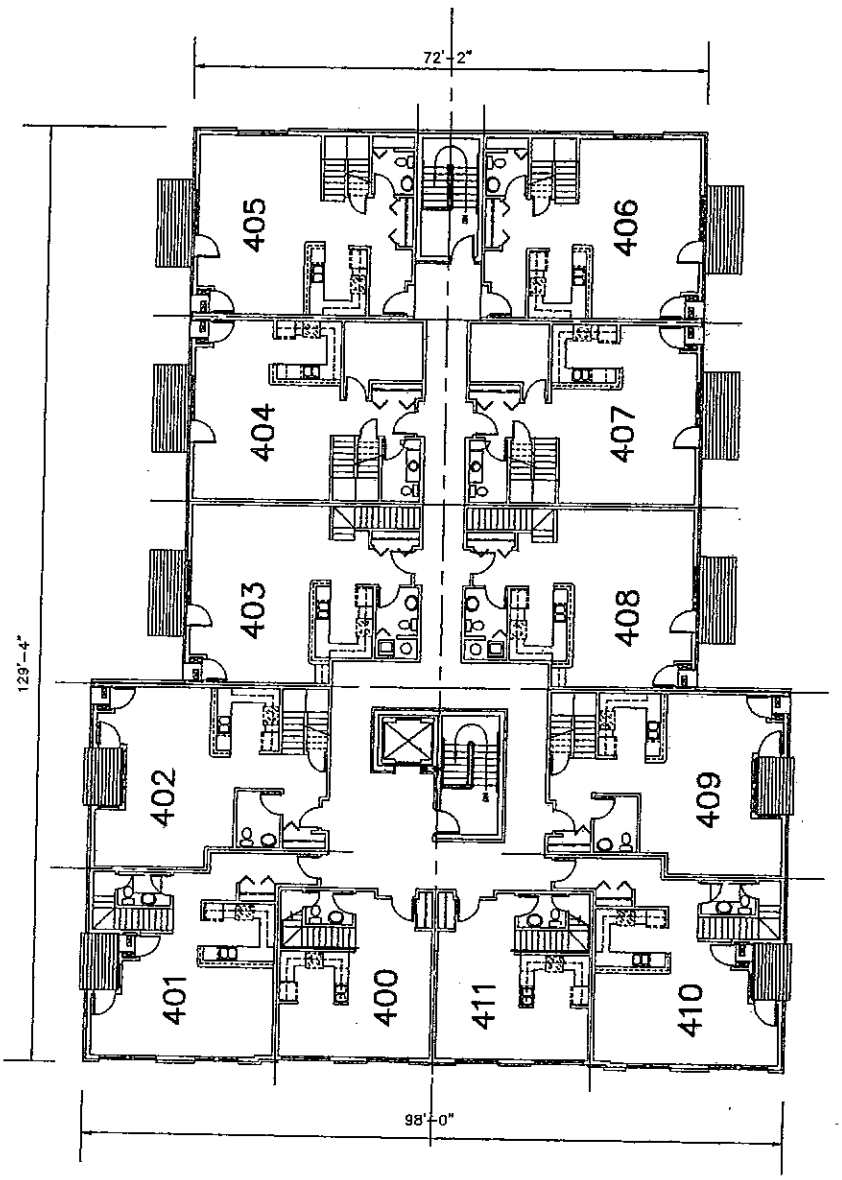
REEL 5216 IMAGE 1787

FOURTH FLOOR CONDO PLAN FOR

ABBOTSFORD CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

1920 NORTH FARWELL AVENUE



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File No. WASHINGTON 277

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IMAGE 1788

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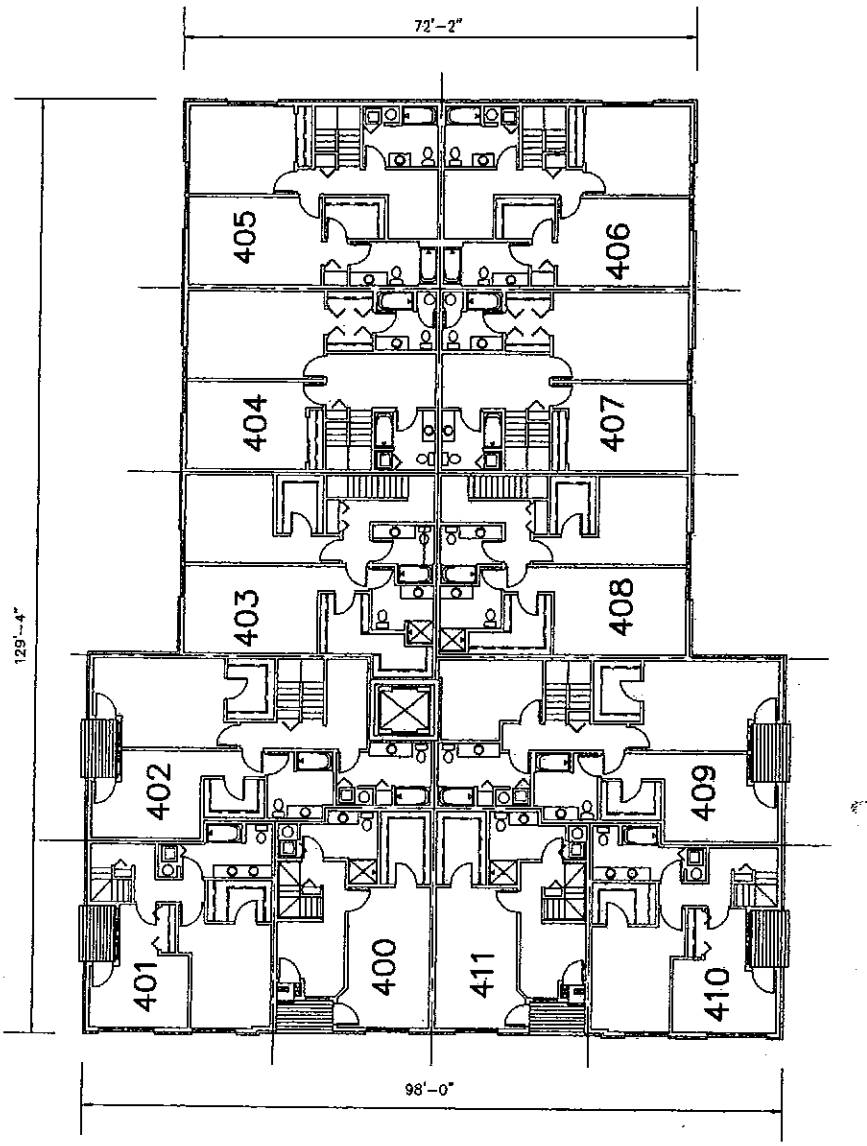
FIFTH FLOOR CONDO PLAN FOR

ABBOTSFORD CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

1920 NORTH FARWELL AVENUE



SCALE

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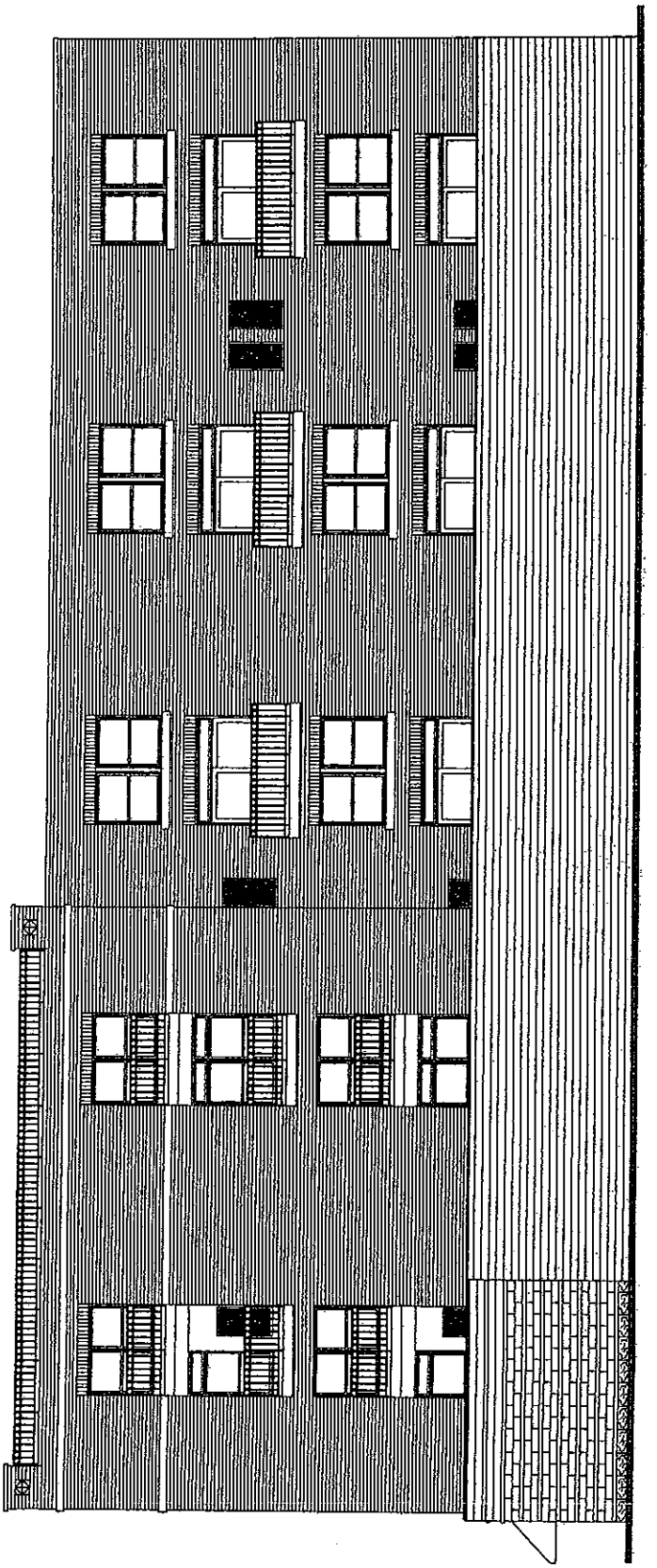
SOUTH & NORTH sim. FOR

ABBOTSFORD CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

1920 NORTH FARWELL AVENUE



SCALE 0' 4' 8' 16'

INSTRUMENT DRAFTED BY Kenneth L. Thomas

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File No. MILWAUKEE 485-CONDO

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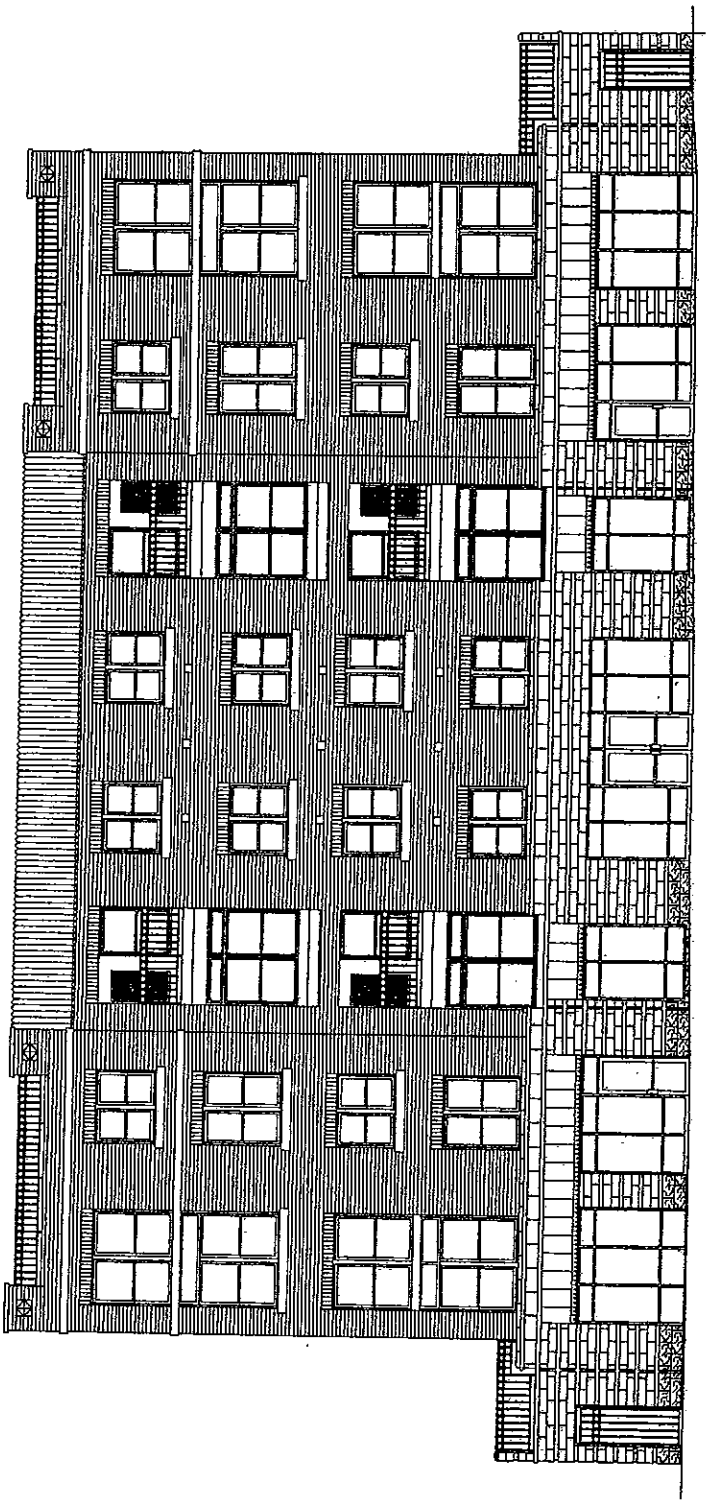
REEL 5216 IMAGE 1790

WEST ELEVATION FOR

ABBOTSFORD CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

1920 NORTH FARWELL AVENUE





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File No. MILWAUKEE 485-CONDO

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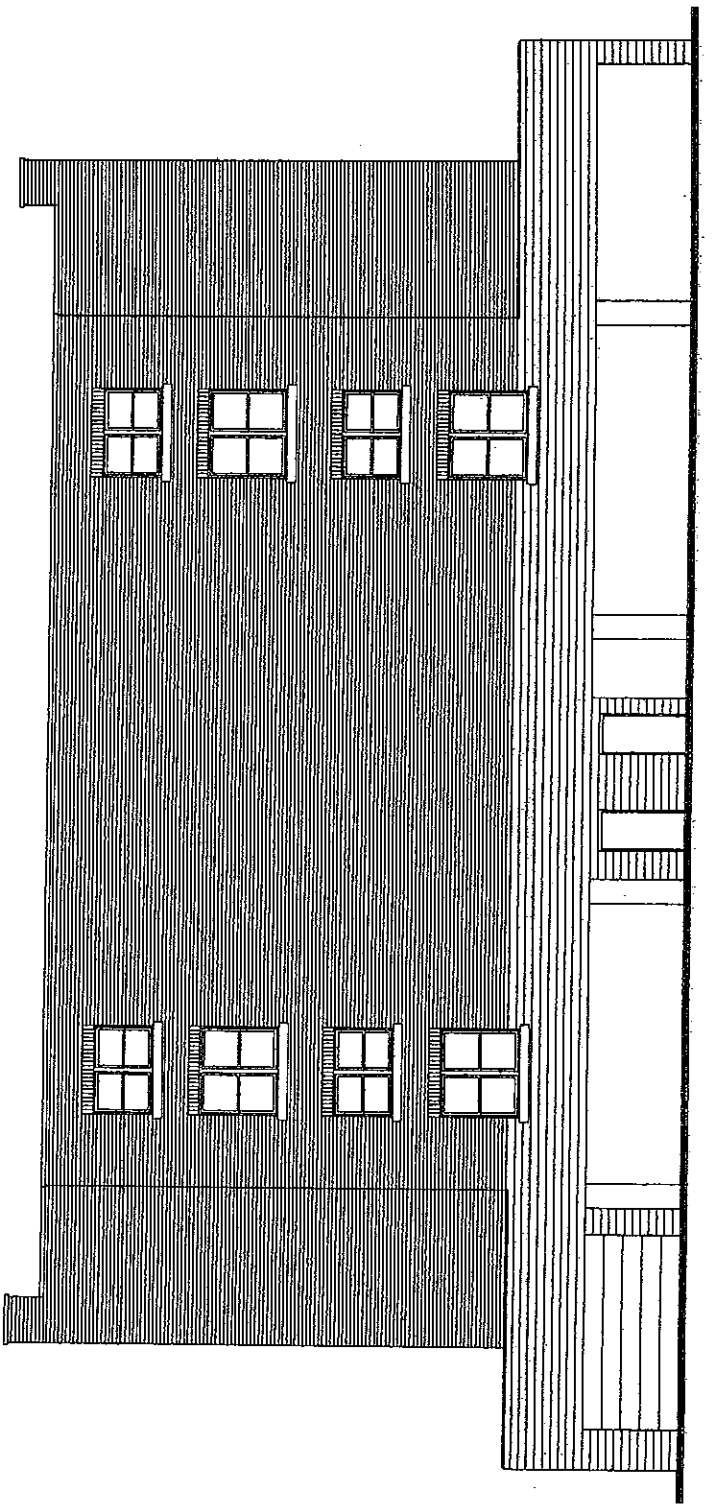
EAST ELEVATION FOR

ABBOTSFORD CONDOMINIUMS

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

1920 NORTH FARWELL AVENUE



EAST ELEVATION

SCALE 0' 4' 8' 16'

INSTRUMENT DRAFTED BY Kenneth L. Thomas

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File No. MILWAUKEE 485-CONDO

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REEL 5216 IMAGE 1792

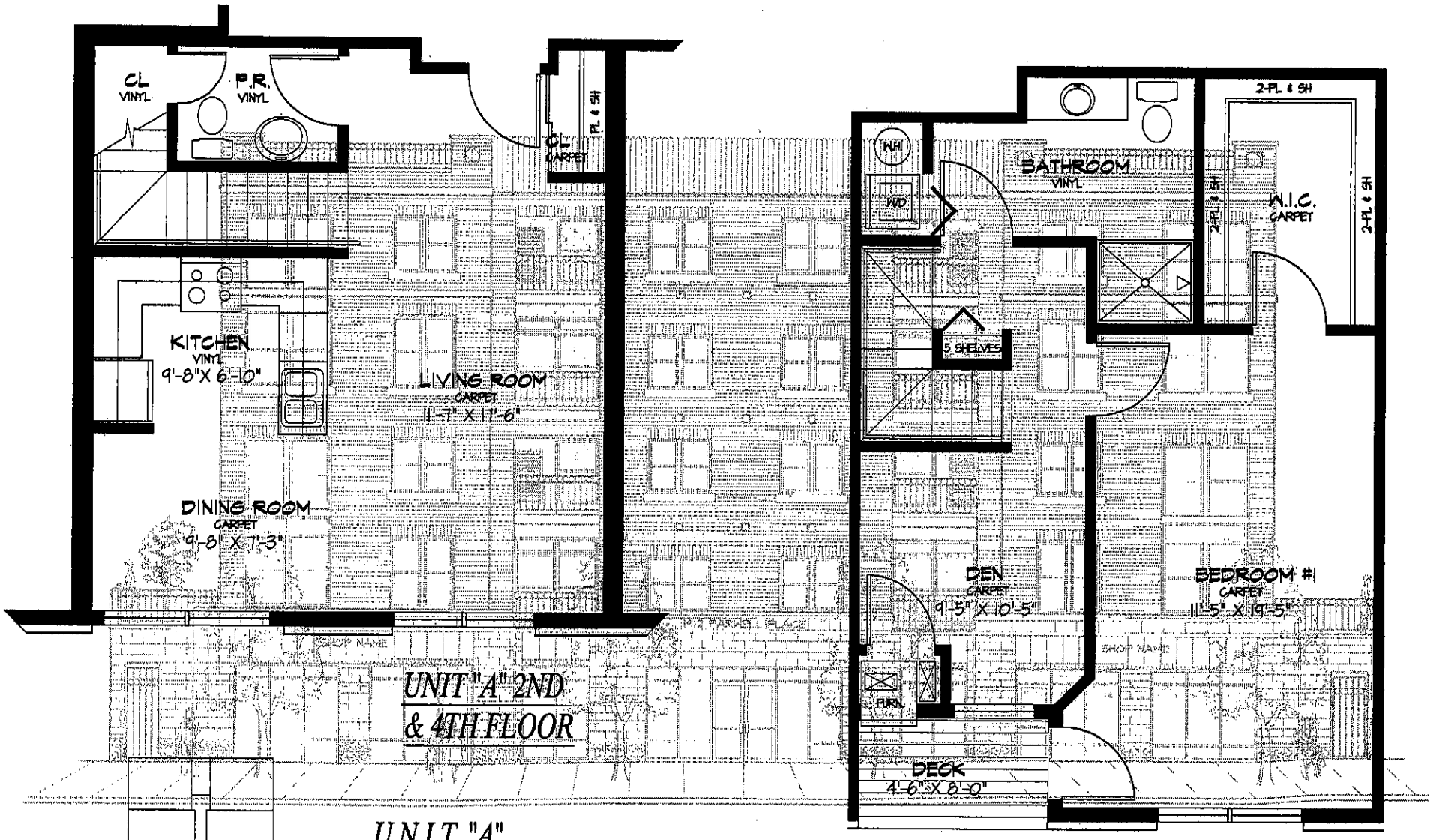
A B B O T S F O R D



1 9 2 0 NORTH FARWELL AVENUE

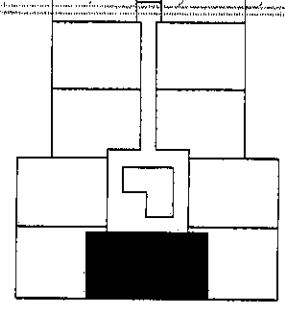
MILWAUKEE, WISCONSIN

ABBOTSFORD



UNIT "A"

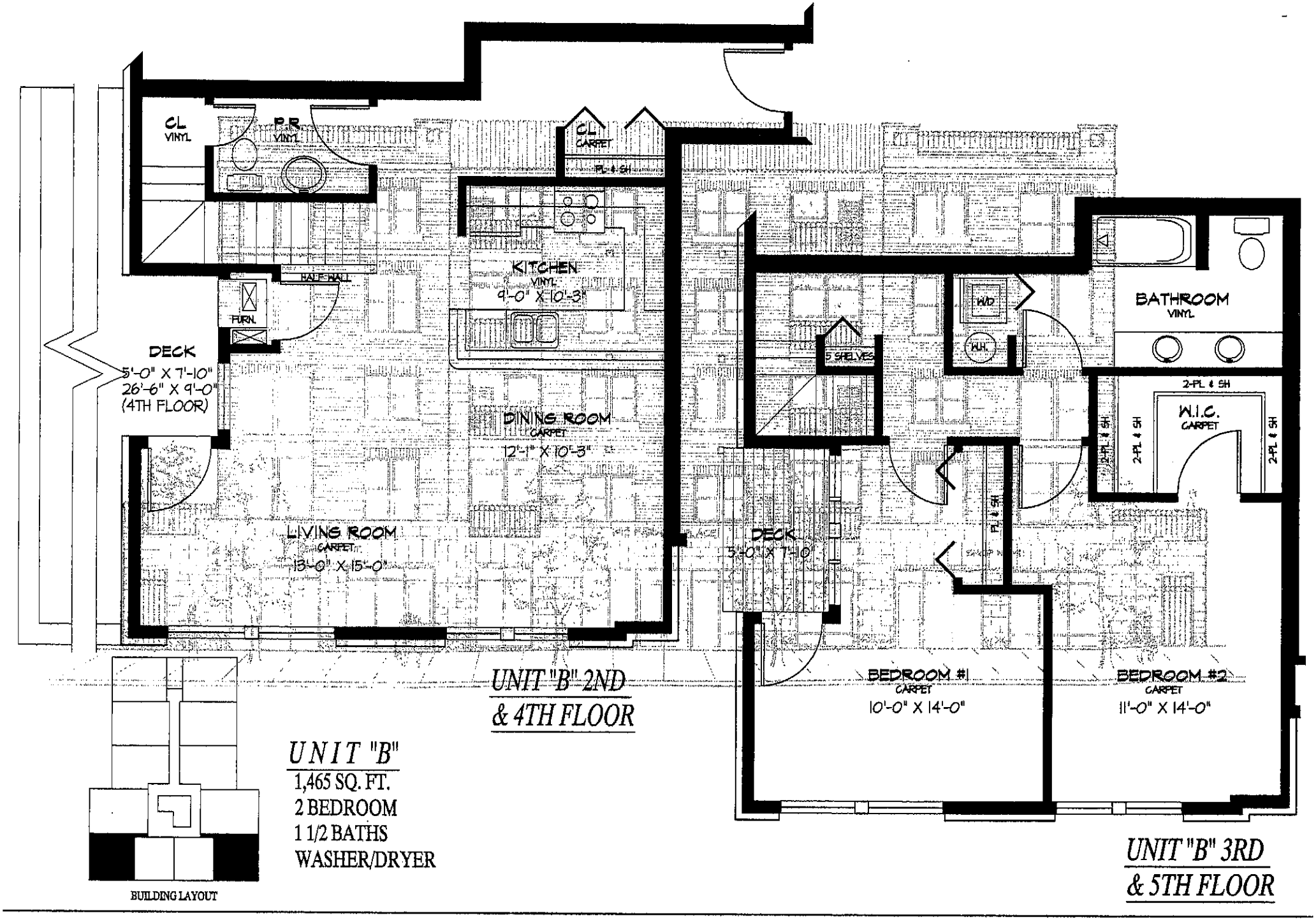
1,185 SQ. FT.
1 BEDROOM & DEN
1 1/2 BATHS
WASHER/DRYER



BUILDING LAYOUT

UNIT "A" 3RD & 5TH FLOOR

ABBOTSFORD



UNIT "B" 2ND & 4TH FLOOR

UNIT "B" 3RD & 5TH FLOOR

UNIT "B"

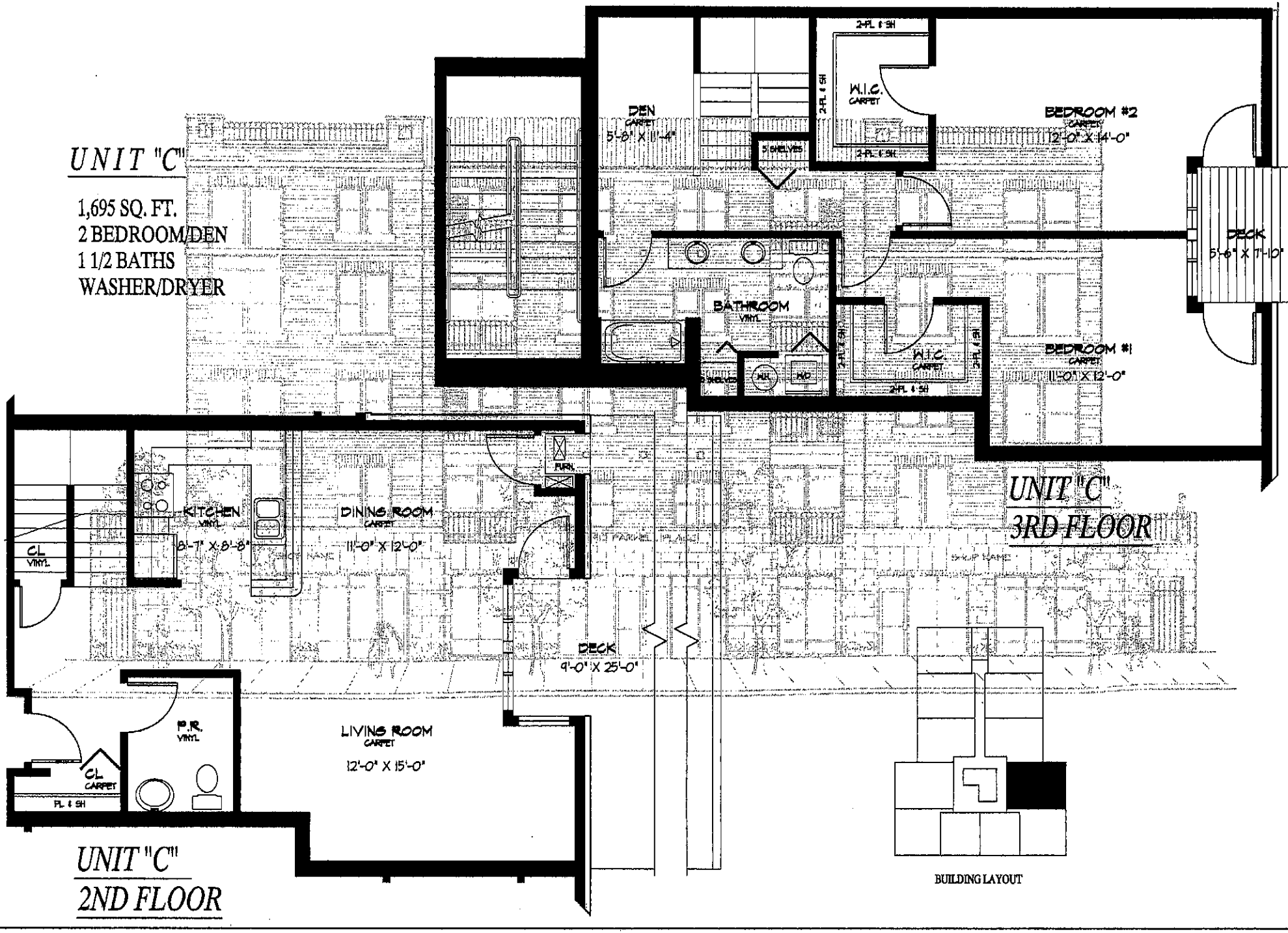
1,465 SQ. FT.
2 BEDROOM
1 1/2 BATHS
WASHER/DRYER

BUILDING LAYOUT

1920 NORTH FARWELL AVENUE

MILWAUKEE, WISCONSIN

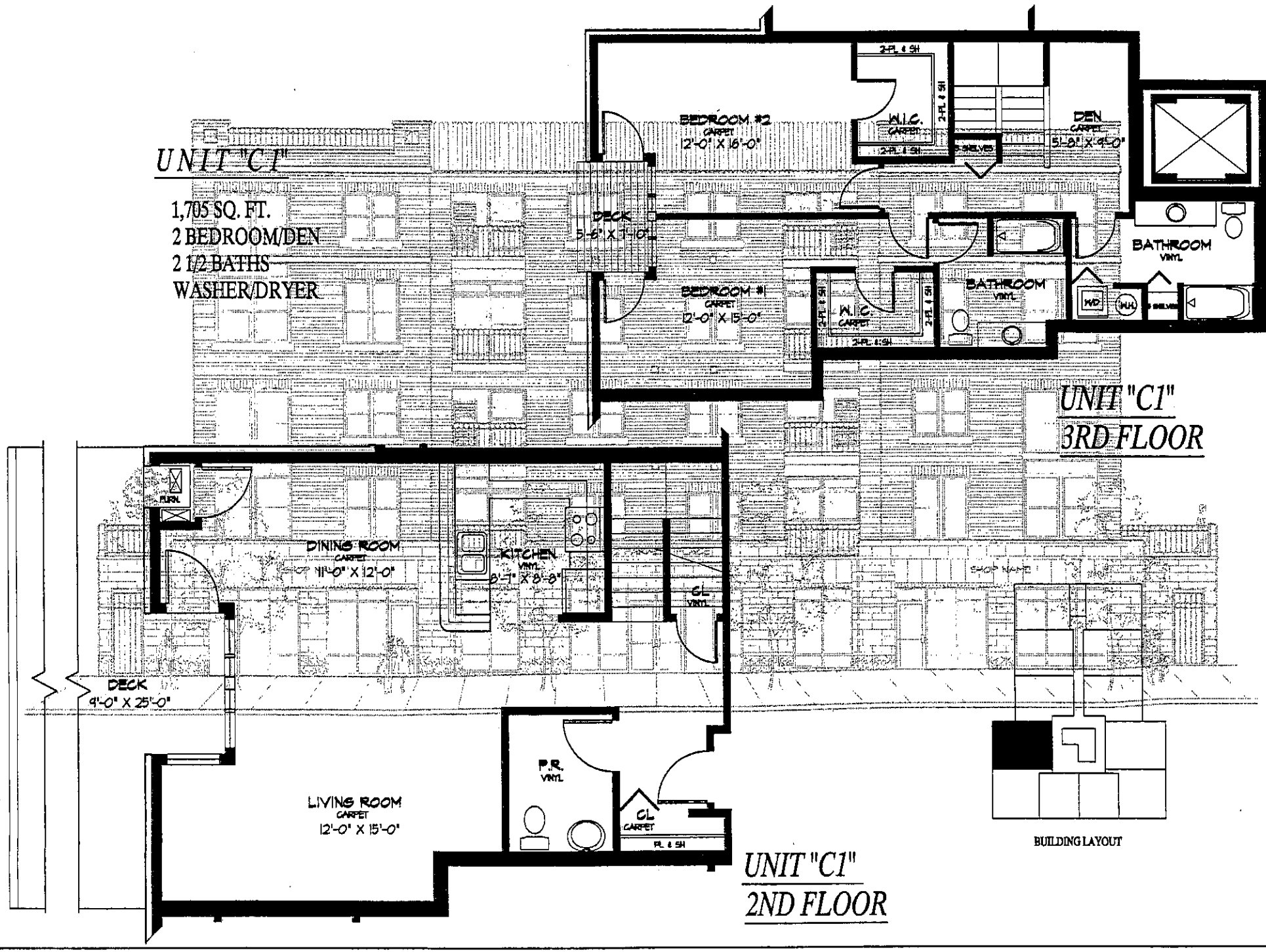
ABBOTSFORD



1920 NORTH FARWELL AVENUE

MILWAUKEE, WISCONSIN

A B B O T S F O R D



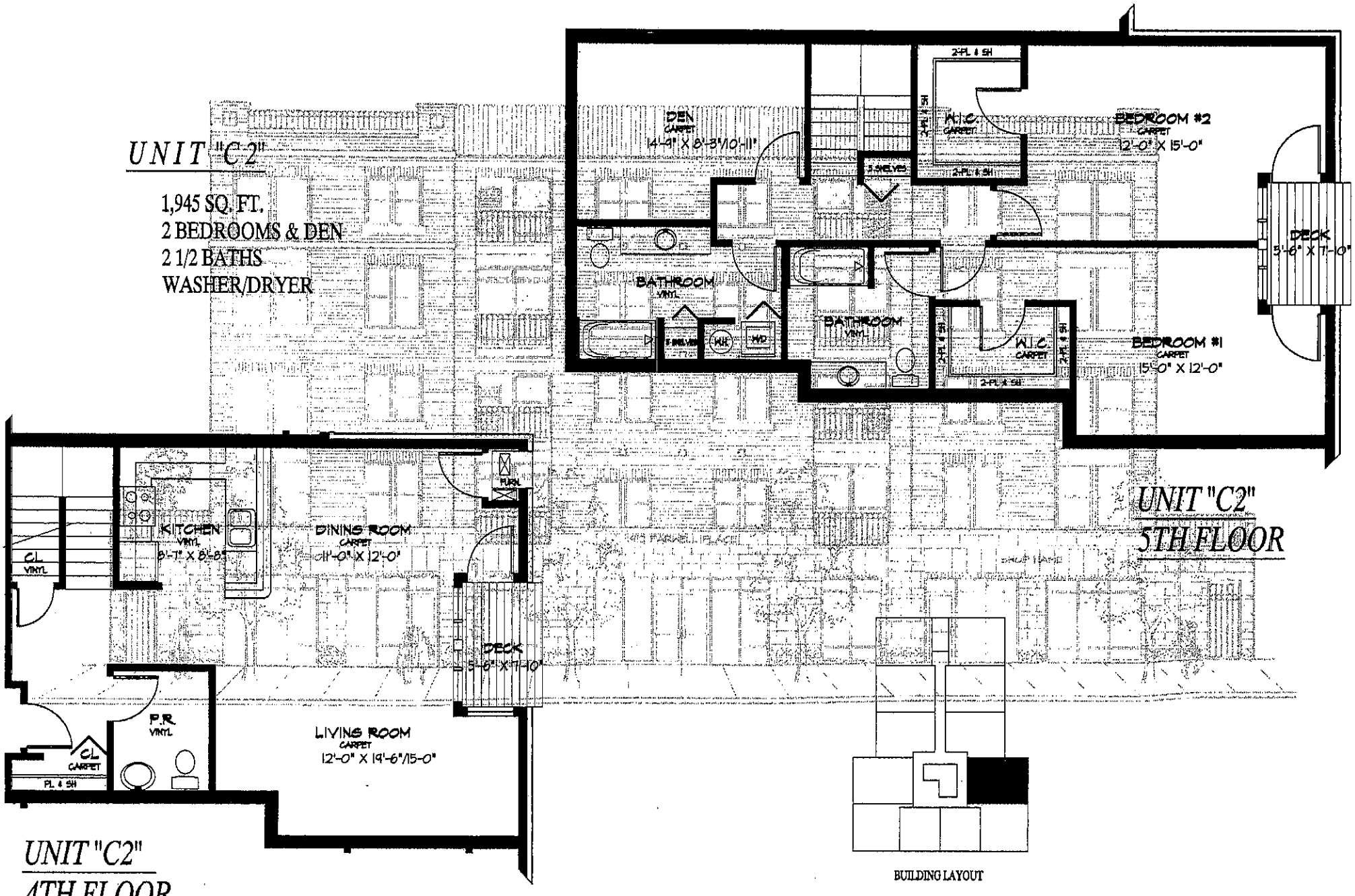
1920 NORTH FARWELL AVENUE

MILWAUKEE, WISCONSIN

ABBOTSFORD

UNIT "C2"

1,945 SQ. FT.
2 BEDROOMS & DEN
2 1/2 BATHS
WASHER/DRYER



UNIT "C2"
5TH FLOOR

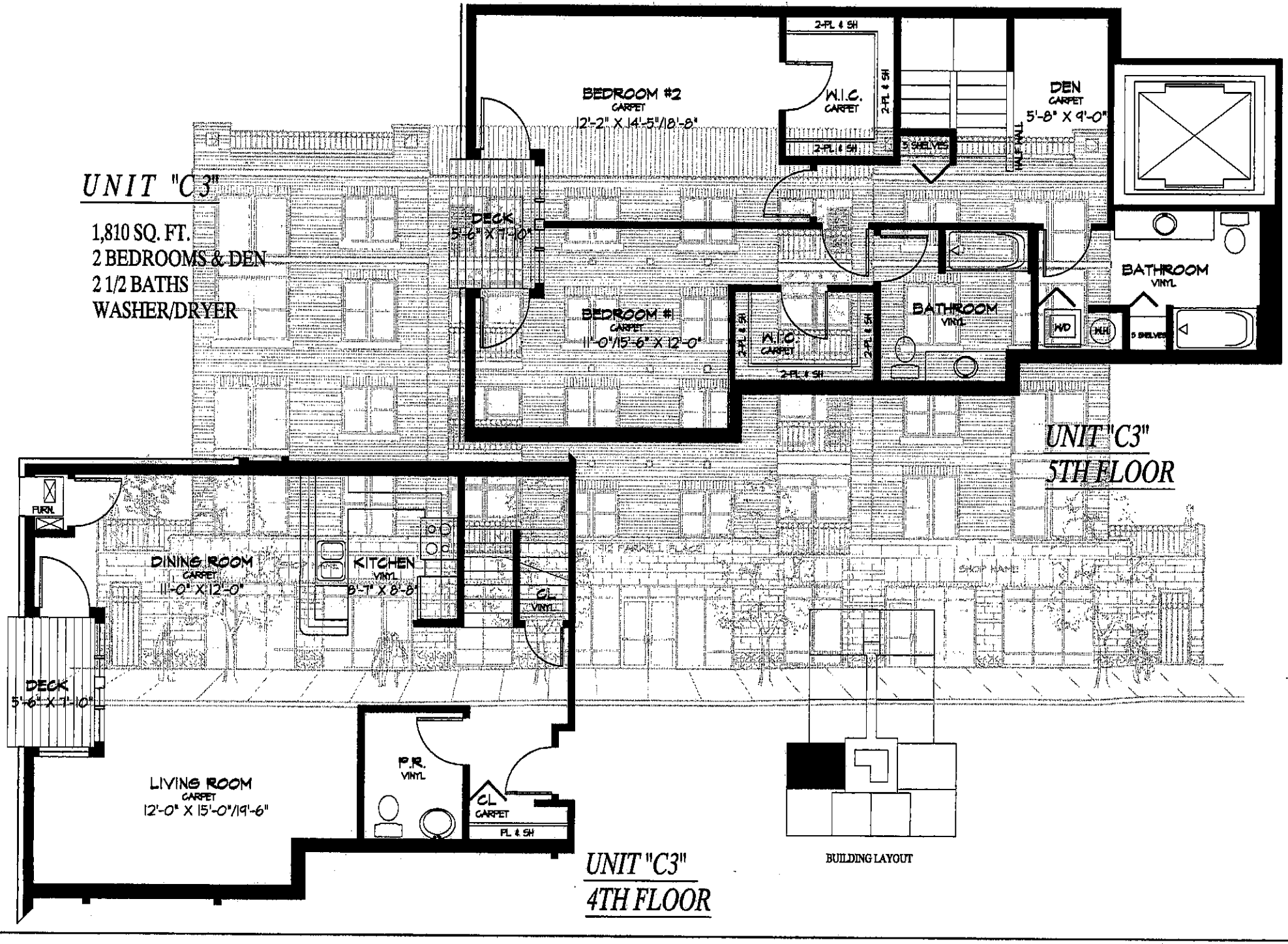
UNIT "C2"
4TH FLOOR

BUILDING LAYOUT

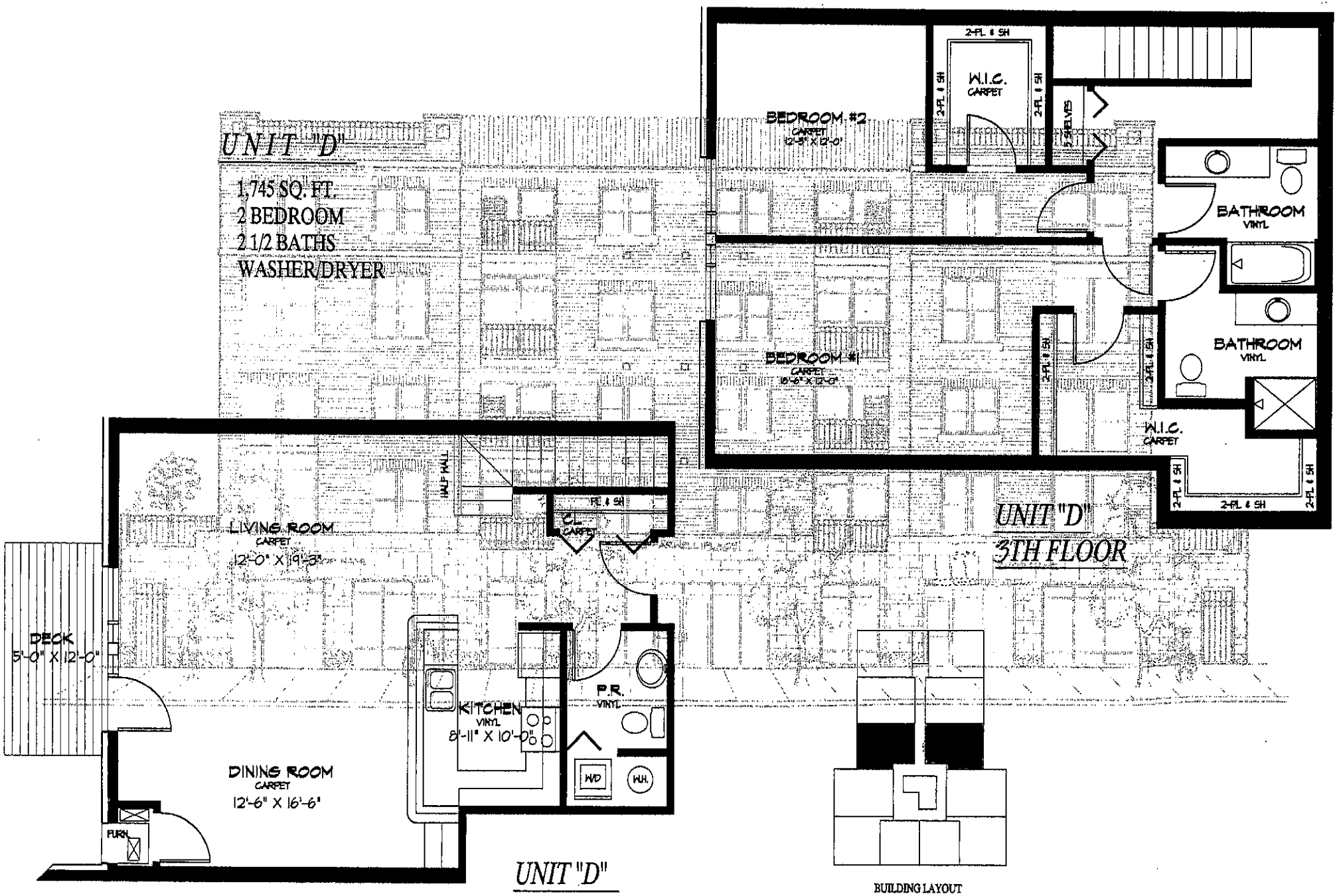
ABBOTSFORD

UNIT "C3"

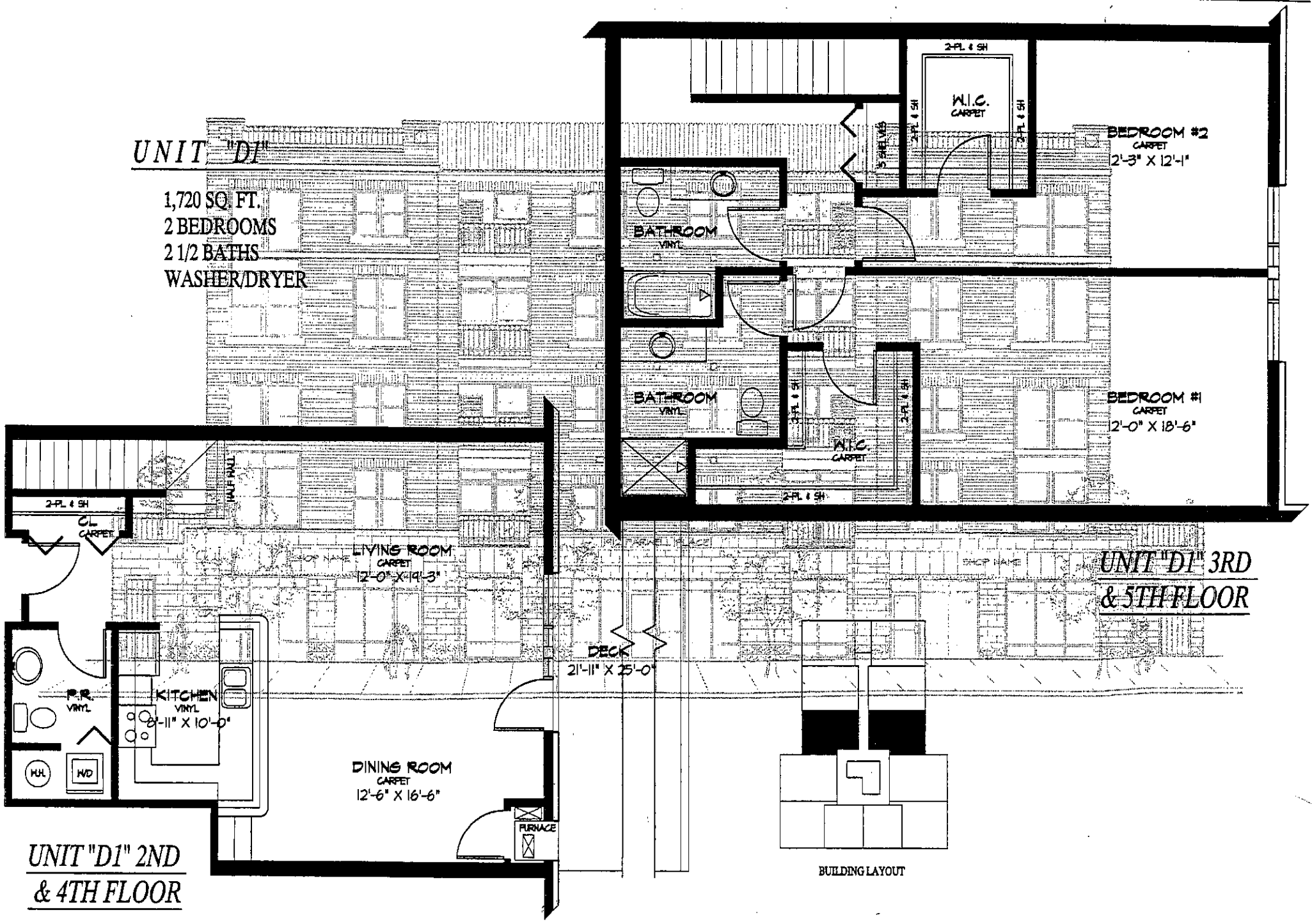
1,810 SQ. FT.
2 BEDROOMS & DEN
2 1/2 BATHS
WASHER/DRYER



A B B O T S F O R D


UNIT "D"
1,745 SQ. FT.
2 BEDROOM
2 1/2 BATHS
WASHER/DRYER
BEDROOM #2
CARPET
12'-3" X 12'-0"
2-PL. & SH.
W.I.C.
CARPET
5 SHELVES
BATHROOM
VINYL
BEDROOM #1
CARPET
16'-6" X 12'-0"
BATHROOM
VINYL
W.I.C.
CARPET
LIVING ROOM
CARPET
12'-0" X 19'-3"
CL.
CARPET
UNIT "D"
3TH FLOOR
DECK
5'-0" X 12'-0"
KITCHEN
VINYL
8'-11" X 10'-0"
P.R.
VINYL
W/D
W.H.
DINING ROOM
CARPET
12'-6" X 16'-6"
FURN.
UNIT "D"
2nd FLOOR
BUILDING LAYOUT

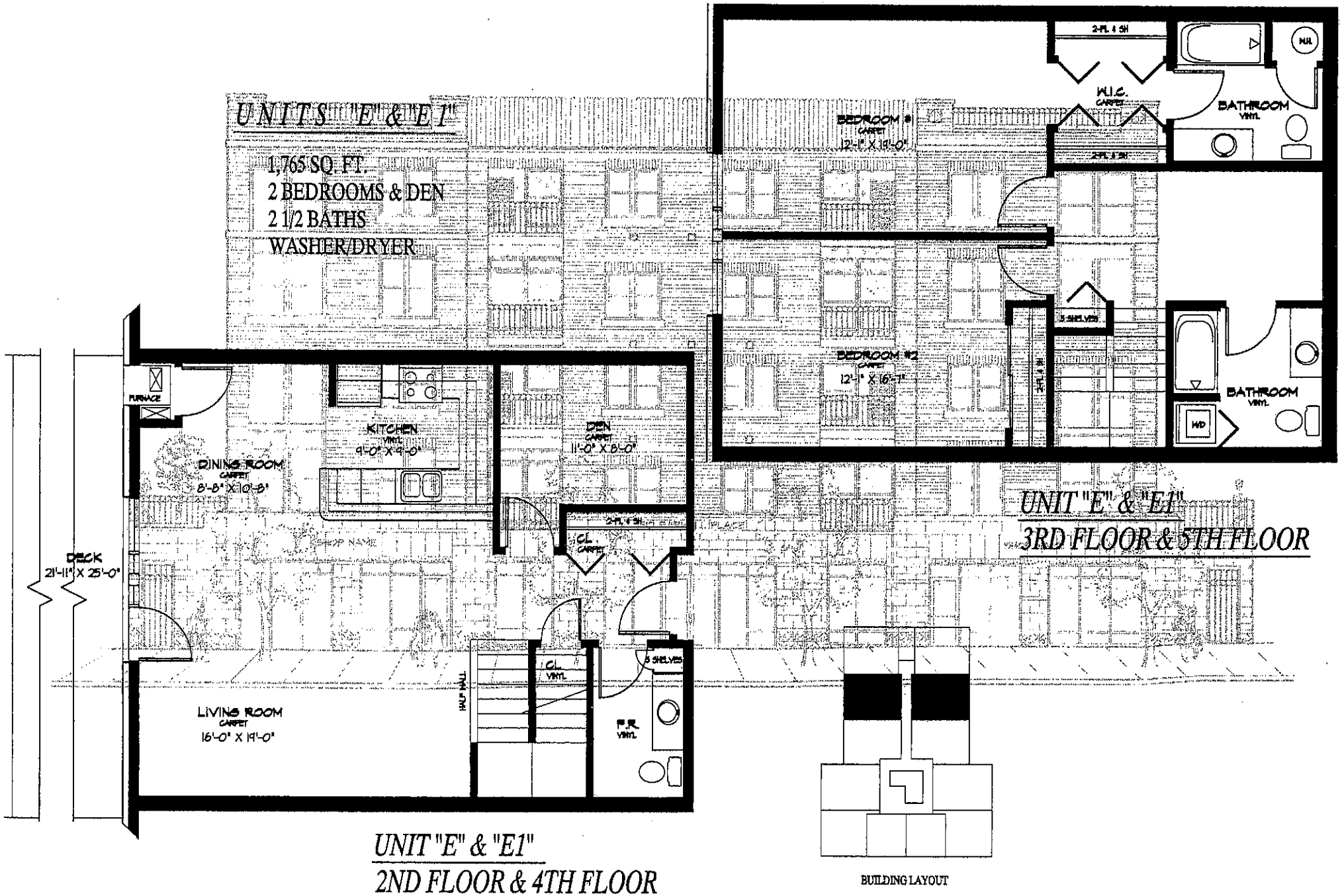
ABBOTSFORD



1920 NORTH FARWELL AVENUE

MILWAUKEE, WISCONSIN

ABBOTSFORD



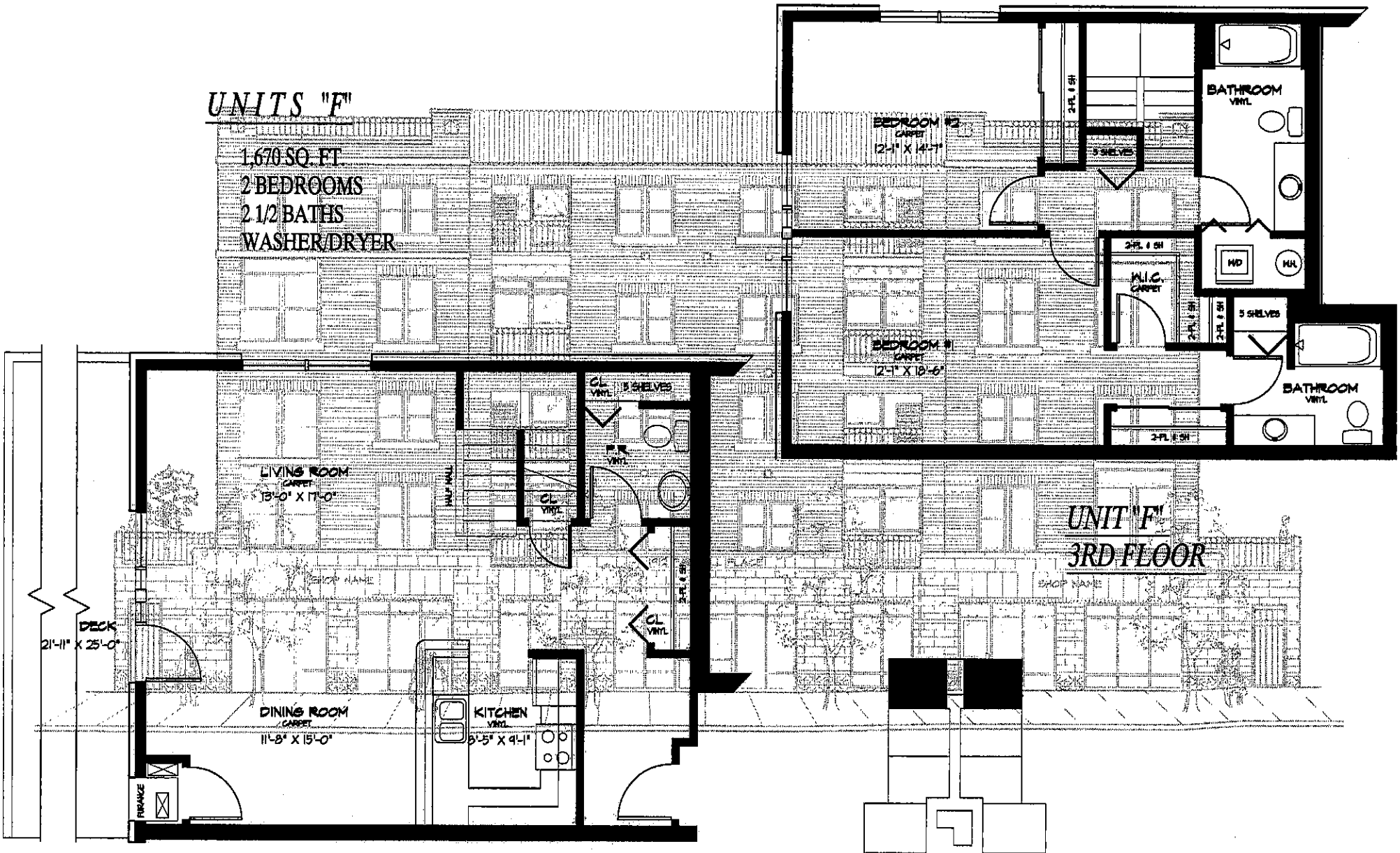
1920 NORTH FARWELL AVENUE

MILWAUKEE, WISCONSIN

ABBOTSFORD

UNITS "F"

1,670 SQ. FT.
2 BEDROOMS
2 1/2 BATHS
WASHER/DRYER



UNIT "F"
3RD FLOOR

UNIT "F"
2ND FLOOR

BUILDING LAYOUT

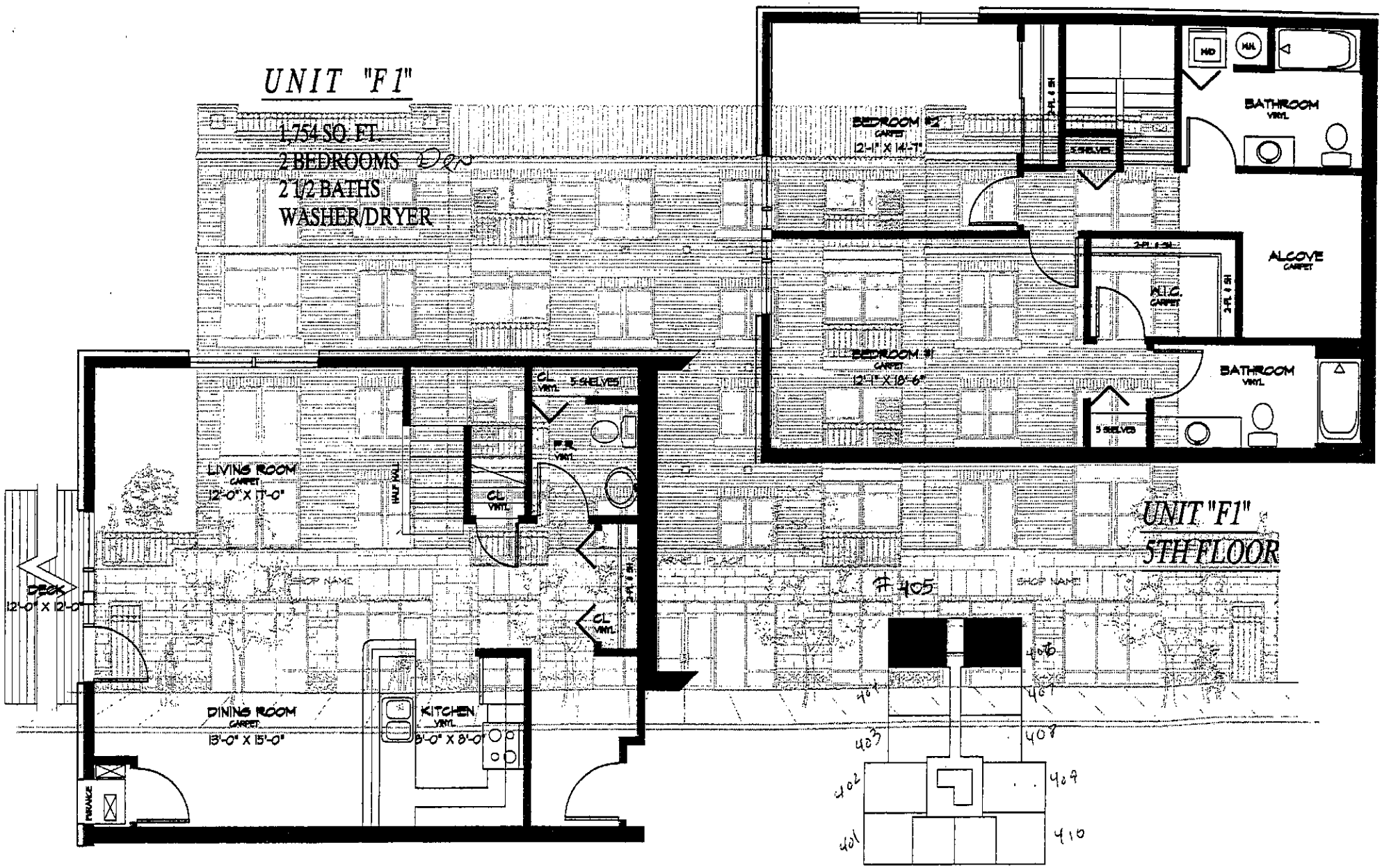
1920 NORTH FARWELL AVENUE

MILWAUKEE, WISCONSIN

A B B O T S F O R D

UNIT "F1"

1,754 SQ. FT.
2 BEDROOMS
2 1/2 BATHS
WASHER/DRYER



UNIT "F1"
5TH FLOOR

UNIT "F1"
4TH FLOOR

SUITE #405
PARKING SPACES #23 #24

BUILDING LAYOUT

1920 NORTH FARWELL AVENUE

MILWAUKEE, WISCONSIN

ABBOTSFORD CONDOMINIUM OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

BYLAWS

ABBOTSFORD CONDOMINIUM OWNERS ASSOCIATION, INC.

FIRST AMENDED AND RESTATED BYLAWS

ARTICLE I

Name and Purpose

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

1.2 To Run With the Land. These Bylaws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

Members, Voting and Meetings

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

(a) Defined. Members of the Association shall be all owners of voting units as the term "voting unit" is defined in Section 4 of the Declaration. Every unit owner upon acquiring title to a unit under the terms of the Declaration shall automatically become a member of the Association and shall remain a member until such time as his, her or its ownership of such unit ceases for any reason, at which time that owner's membership in the Association shall automatically cease.

(b) One Membership Per Unit; Number of Votes. One membership shall exist for each voting unit. Each commercial unit shall be entitled to two votes. The public parking unit shall be entitled to five votes. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such unit owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split, and shared membership interests with regard to a single unit must be voted by one person pursuant to the designation of that person

contained in the Membership List. If a unit is sold under a land contract, the land contract vendee shall be entitled to cast the vote appurtenant to the unit. Notwithstanding the provisions of this section, if the Association has filed a statement of condominium lien against a unit and the amount necessary to release such lien has not been paid at the time of an Association meeting, the owners of such unit shall not be entitled to vote at such meeting.

(c) Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit, the address to which notice of meetings of the Association shall be sent, the mortgagee of the unit, if any, and the person designated to cast the vote pertaining to such unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be limited in time or may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the unit.

(d) Transfer of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new owner, identification of unit, date of transfer, name of the person designated to vote, the mortgagee of the unit, if any, and any other information about the transfer which the Association may deep pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide Membership Certificates to its members.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members meetings shall consist of 75% of the votes in the Association. Votes may be cast in person or by proxy in accordance with designations in the Membership List. Proxies shall be valid only for the particular meeting(s) or time period designated therein, up to a maximum of 90 days, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meet at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 ACT BY MAJORITY. The act of a majority of votes of the Association present in person or by proxy at any meeting at which a quorum is present shall be the act of the Association, unless provided otherwise in these Bylaws, in the Declaration, or under the Condominium Ownership Act of Wisconsin.

2.4 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and the place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing by all unit owners, to each member at his address as it appears on the books of the Association and shall be mailed or

personally delivered not less than 10 days nor more than 90 days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors.

2.5 ANNUAL AND SPECIAL MEETINGS. The annual meeting shall be held on the second Tuesday in October of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the Members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with no less than 75% of the votes in the Association.

ARTICLE III

Board of Directors

3.1 POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The affairs of the Association, including management and operation of the condominium property, shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

3.2 INITIAL BOARD OF DIRECTORS. The initial Board of Directors shall consist of three (3) persons, appointed by Declarant, who need not be members of the Association, to serve until control of the Association passes to the unit owners pursuant to terms of the Declaration. Notwithstanding the foregoing, prior to the conveyance of 25% of the common element interests in Abbotsford Condominium to purchasers, an Association meeting shall be held and unit owners other than Declarant shall elect at least 25% of the Board of Directors. Prior to the conveyance of 50% of the common element interests by Declarant to purchasers, an Association meeting shall be held and the unit owners other than Declarant shall elect at least 1/3 of the Board of Directors.

3.3 NUMBER AND QUALIFICATIONS OF DIRECTORS. After control of the Association passes to the unit owners pursuant to terms of the Declaration, the Board of Directors shall consist of 5 persons, to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.4 below. Each member of the Board of Directors shall be a member of the Association. Every member of the Association which is not a natural person (including by way of example, without limitation, corporations, partnerships and other business entities), shall designate a representative to act for it as Director. Except for members of the initial Board, no person may serve as a Director in any manner unless he or she actually lives in the Condominium.

3.4 ELECTION AND TERM OF DIRECTORS. At the first annual meeting of the Association after Association control passes to the unit owners, the members shall elect 5

directors to be classified with respect to the terms for which they hold office by dividing them into 2 classes as follows:

(a) Class "A" Directors. Two directors whose terms will expire after 1 year, at the next annual meeting of the Association, to be known as Class "A" Directors.

(b) Class "B" Directors. Three directors whose terms will expire after 2 years, at the second annual meeting of the Association after their election, to be known as Class "B" Directors.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of 2 years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire each year.

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

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

3.7 ANNUAL MEETING AND NOTICE. An annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members, for the purpose of transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.8 REGULAR MEETINGS AND NOTICE. The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of other notice than such resolution.

3.9 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by 2 directors on 3 days' prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

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

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

3.12 FIDELITY BONDS. The Board of Directors shall require that officers and/or employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association.

ARTICLE IV

Officers

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of the majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at a regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of the President and Secretary, may be held by the same person. Except for persons designated by the Declarant, no person may serve as an officer of the Association unless that person lives in the Condominium.

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

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

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

shall be responsible for maintaining the Membership List and the issuance of Membership Certificates for the Association.

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

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

4.7 INDEMNIFICATION OF OFFICERS AND DIRECTORS.

(a) Corporation to Indemnify. The corporation shall, to the fullest extent permitted or required by Chapter 181 of the Wisconsin Statutes ("Statute"), including any amendments thereto (but in the case of any such amendment, only to the extend such amendment permits or requires the corporation to provide broader indemnification rights than prior to such amendment),indemnify its Directors and Officers against any and all Liabilities, and advance any and all reasonable Expenses, incurred thereby in any Proceeding to which any Director or Officer is a party because such Director or Officer is a Director of the corporation. The corporation may indemnify its employees and authorized agents, acting within the scope of their duties as such, to the same extent as Directors or Officers hereunder. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses which such Director or Officer may be entitled under any written agreement, board resolution, vote of the Members, the Statute or otherwise. All capitalized terms used in the Section 11.4 and not otherwise defined herein shall have the meaning set forth in Section 181.041 of the Statute.

(b) Insurance. The corporation may, but shall not be required to, supplement the foregoing right to indemnification against Liabilities and advancement of Expenses under the foregoing paragraph by (a) the purchase of insurance on behalf of any one or more of

such Directors or Officers whether or not the corporation would be obligated to indemnify or advance Expenses to such Director or Officer under the foregoing paragraph, and (b) entering into individual or group indemnification agreements with any one or more of such Directors or Officers.

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

ARTICLE V

Declarant Control

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

ARTICLE VI

Operation of the Property

6.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for the administration, maintenance, management and operation of the condominium property, in accordance with the Condominium Ownership Act, the Declaration, the Articles of Incorporation, and these Bylaws. The Association, by resolution of the Board of Directors, shall have full power and authority to borrow money and acquire and convey property on behalf of the Association, provided that any single Association loan, acquisition, conveyance, mortgage, contract or other obligation involving the sum of $5,000.00 or more shall first be approved by the membership at an annual or special meeting called for such purpose. The Association may contract for management services or a managing agent with respect to the administration and operation of the condominium.

6.2 RULES AND REGULATIONS. The Association, through the Board of Directors, may from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to

prevent unreasonable interference with the use of the respective units and the common elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units, shall conform to and abide by all such rules and regulations. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be adopted, altered, and amended or repealed by either the members of the Association or the Board of Directors, in each case by an affirmative vote of 75% or more of the votes present or represented at a meeting at which a quorum is in attendance, provided such action has been included in the notice of meeting, and provided that no rule or regulation adopted by the member shall be amended or repealed by the Board of Directors if the rule or regulation so adopted so provides.

6.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the assessments payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the Condominium as set fort in the Declaration. The assessments shall be made on an annual basis and shall be prorated and due and payable in installments. If not paid on or before the due date, the assessment shall bear interest at the prevailing prime rate of interest as specified in the Wall Street Journal (or a comparable publication if the Wall Street Journal is no longer published), determined as of the first day of each month, until paid in full. If delinquent for more than 30 days, the Association may accelerate the annual assessment remaining unpaid with respect to such delinquent unit for purposes of collection or foreclosure action by the Association. In the event the annual budget and assessments are not determined prior to the beginning of a fiscal year of the Association, the assessment for the prior year shall remain in effect until revised by the Board of Directors.

6.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund."

(a) Operating Fund. The operating fund shall be used for all common expenses which occur annually or more frequently, such as amounts required for the cost of services, snow and lawn maintenance, insurance on the common elements, administration, materials and supplies.

(b) Reserve Fund. The reserve fund shall be used for contingencies and periodic expenses such as driveway repair, paving, repair and renovation of the building common elements. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund may be charged against the reserve fund up to a maximum of 10% of the reserve fund. In the event that such funds prove inadequate to meet the necessary common expenses, or at the discretion of the Board of Directors, the directors may levy further assessment(s) against the unit owners. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owner or owners

responsible for any lien which is paid by the Association but not the obligation of the Association shall be specially assessed for the full amount thereof. The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair, although the obligation of the unit owner, is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefore. Any charges against the reserve fund in accordance with the foregoing paragraphs which are not otherwise repaid to the fund shall be replenished by additional assessments against the unit owners in subsequent years.

6.5 BUDGET PROCESS.

(a) Preparation. The proposed annual budget shall be prepared and determined by October 1st of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common assessments payable on behalf of each unit by the date of the annual membership meeting and shall furnish copies of the budget on which such common assessments are based to each member.

(b) Revision. If within 15 days after the annual membership meeting a petition is presented to the Board of Directors protesting such assessments or the budget upon which they are based, and the petition is signed by members representing more than 80% of the Association votes, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such assessments or budget. At such meeting, the vote of more than 80% of the Association votes may revise the budget and assessments, and such revised budget and corresponding assessments shall replace for all purposes the ones previously established; provided, however, that the annual budget and assessments may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and assessments have not been established and made for any two preceding years, then the budget and assessments may not be revised downward until two years of experience exist.

6.6 WORKING CAPITAL FUND. A working capital fund shall be established equal to ~~two~~ one ~~months'~~ month's initial estimated common expenses for each unit in Abbotsford Condominium. The working capital fund shall be used to meet unforseen expenditures or to purchase additional equipment or services, and any amount paid into the working capital fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the first sale of the unit is closed and title to the unit is conveyed by the Declarant. While the Declarant is in control of the Association, the Declarant shall not use any part of the working capital fund to defray its expenses or construction costs or to make up any budget deficits. When control is transferred to the Association, the working capital fund shall be transferred to the Association for deposit into the reserve fund.

6.7 COMMENCEMENT OF PAYMENT. Each unit in the condominium shall begin paying monthly payments of common expenses to the Association as of the date of the first transfer of title to such unit by the Declarant. Such monthly payments of common expenses shall be in accordance with the proposed annual budget prepared by Declarant for the Association. Until such time as the last unit in the condominium has been sold by Declarant, or until 6 months after the date when construction of a unit is completed, whichever shall first occur, Declarant shall not be required to pay monthly common expenses or reserve funds to the Association with regard to unsold units, EXCEPT that Declarant shall pay, at the rates set forth in the Declaration, monthly assessments as to unsold units owned by Declarant beginning on the date when Declarant surrenders control of the Association. At such time as Declarant is making such payments as to all units owned by Declarant, Declarant shall not longer be responsible for paying any deficiency in operating expenses of the Association. ~~Declarant is required to do so, Declarant shall not longer be responsible for paying any deficiency in operating expenses of the Association,~~

6.8 DEFAULT AND LIENS. All assessments, until paid, together with interest at the prime rate (as described in Section 6.3) and actual costs of collections, constitute a lien on the units on which they are assessed and on the undivided interest in the common elements appurtenant thereto. If a member of the Association is in default in payment of any charges or assessments for a period of more than 30 days, the Board of Directors, in the name of the Association, may file liens therefore 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 therefore, as provided by law, and there shall be signed and verified on behalf of the Association by any officer of the Association. The owners of a unit against which a lien has been filed shall not be entitled to vote at Association meetings until the lien has been paid in full.

ARTICLE VII

Repair and Maintenance

7.1 INDIVIDUAL UNITS.

(a) Owner's Obligation in General. Each unit owner, at his sole expense, shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, pristine condition and repair and in a clean and sanitary condition. Each unit owner must perform properly or cause to be performed all maintenance and repair work to or within his own unit which if omitted would affect the project in its entirety or in a portion belonging to other owners. Upon failure of the unit owner to maintain his unit, the Association may accomplish necessary repairs and maintenance and assess the respective unit owner for the costs and expenses thereof, after 30 days' written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within such 30-day period.

(b) Owner's Obligation, Specific Items. Without in any way limiting the foregoing, each unit owner shall be responsible for the following:

All painting, repairing, restoration, maintenance and decorating of unit interiors, windows and balconies;

Decorating and keeping the interior of the unit in good repair;

Maintenance and repair of lighting fixtures, refrigerators, ranges, heating and air-conditioning equipment (including appurtenant compressor and equipment), plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, water heaters, and water softeners.

Upon failure of the unit owner to do so, the Association may accomplish repairs and maintenance to the unit, as determined to be necessary by the Association, and assess the respective owner for the costs and expenses thereof, after 30 days' written notice to the unit owner giving the owner opportunity to perform the needed maintenance or repair within such 30-day period.

(c) Association May Specify. For purposes of uniformity of external appearance and quality, the Association may specify the type, color and quality of materials to be used in replacing, repairing, painting or maintaining external fixtures such as entry doors, garage doors, windows, lighting fixtures and other items which may be determined from time to time by the Board of Directors of the Association.

7.2 COMMON ELEMENTS AND FACILITIES. The Association shall be responsible for the management and control of the common elements and facilities and limited common elements, and shall cause the same to be maintained, repaired and kept in good, clean, attractive and sanitary condition, order and repair, except to the extent individual unit owners are responsible therefore as provided hereinafter with respect to limited common elements. The Association shall be responsible, at Association expense (unless necessitated by the negligence or misuse of a unit owner, or the tenant, guest or agent of a unit owner, in which case such expense shall be charged and specially assessed to such unit owner), for accomplishment of the following specific items of maintenance and repair with respect to the common elements:

All cleaning, painting, repair, restoration and general maintenance of the common property;

All maintenance, repair and restoration of driveways and walkways;

Snow and ice removal from driveways and walkways;

Lawn care, landscaping, tree cutting, erosion control, and general care and maintenance of any plantings and shrubberies which may from time to time be located within the common elements;

Necessary care and maintenance of utility services and line within the common elements, including master television and communication cables, lines or antennae, and utility connection to mains;

7.3 LIMITED COMMON ELEMENTS. The maintenance and repair of the limited common areas shall be the sole responsibility of the unit owners.

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

ARTICLE VIII

Duties and Obligations of Unit Owners

8.1 RULES AND REGULATIONS. The units and the common elements and facilities and limited common elements shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these By-laws, and the rules and regulations adopted by the Association from time to time, including the following:

(a) Mutual Quiet Enjoyment and Use for Owners and Tenants. All unit owners and their tenants shall have the right to occupy and use their units in accordance with these rules and regulations, and in such manner as not to disturb other unit owners or tenants. No unit owner or tenant shall occupy or use the unit, or permit the same or any part thereof to be occupied or used, for any purpose other than those set forth in the Declaration for that type of unit.. Except for the commercial units and the public parking unit, no trade or business shall be conducted on the condominium property or from any unit without prior written approval of the Association.

(b) Occupancy of Dwelling Units. Dwelling units shall not be used or occupied by any person or group of persons, other than the owner(s), for a period of less than 30 consecutive days, except with prior written approval of the Association. The intent of this provision is to prohibit business, transient or similar uses of the units which would involve multiple occupancies by different persons or groups of persons.

(c) Leasing Dwelling Units and Commercial Units. Owners of dwelling units and commercial units in Abbotsford Condominium may lease their units on whatever terms and conditions they may wish, provided that in each instance the following terms and conditions are met:

(1) The lease must be in writing, signed by the owner and the tenant.

(2) The lease must be for a period of no less than one year.

(3) The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, these Bylaws, and all rules and regulations of the Association.

(4) Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant, and the term of the lease. A copy of the fully filled out and executed lease, with all attachments, given or delivered to the Association, will satisfy this requirement.

(d) Operation of the Public Parking Unit. The public parking unit is established and shall be operated by the Declarant, its successors and/or agents, under the terms of an agreement between the Declarant and the City of Milwaukee. The public parking unit shall be operated and maintained in such a way as to comply with the letter and spirit of these Bylaws, insofar as possible considering its nature. The requirements set forth in subparagraph **c** above do not apply to the public parking unit.

(e) Obstruction of Common Areas. No unit owner or tenant shall cause or permit the common areas to be used in such a way as to deny others the full use of the common areas. Accordingly, there shall be no obstruction of any common areas.

(f) Parking and Storage of Vehicles. No vehicle of any kind may be parked, stored or left anywhere except in a private parking unit or in the public parking unit. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere in the common areas, in private parking units, or in the public parking unit.. Trailers, vans, trucks, campers, house trailers, boats, boat trailers, motorcycles, snowmobiles and other items which are not passenger vehicles shall not be stored, parked or placed anywhere in the

Condominium except in the public parking unit. For this purpose, "vehicle" means anything which is designed to move or to be moved, and intended to carry, or which is capable of carrying, any human being including a child.

(g) Animals and Poultry. No animals, livestock or poultry of any kind shall be raised, bred, or kept in any unit or in the common areas or limited common areas, except that dogs, cats, birds and fish may be kept as pets by dwelling unit and commercial unit owners, provided they are kept subject to rules and regulations which may be adopted by the Association regarding the same. Animals which exceed 24 inches in height or 50 pounds in weight shall not be permitted in the Condominium at any time. For purposes of this Paragraph and of Paragraph (h), following, "animal" means any living organism characterized by voluntary movement, including but not limited to mammals, birds, reptiles and amphibians, but does not include fish.

(h) Pet Restrictions. A pet shall not be allowed at large within common areas of the Condominium, and shall always be leashed and within the immediate control of a person when outside a unit. All dropping must be picked up and disposed of by the person in control of a pet. Owners of pets shall take responsible precautions and efforts to prevent their pets from being nuisances or annoyances to other unit owners or occupants.

(i) Prohibited Dogs. Because a number of unit owners have expressed safety concerns about dogs of various breeds which are commonly characterized as "attack dogs", no dog regulated under Section 78-22 of the City of Milwaukee Code of Ordinances (as it existed on November 8, 2002) shall be kept anywhere in the condominium, EXCEPT that any such dogs which were normally kept in the condominium on or before November 8, 2002, may be kept in their owner's units subject to the provisions of Chapter 78 of the City of Milwaukee Code of Ordinances. Dogs affected by this section include all dogs which are one-half or more American Staffordshire terrier, Staffordshire terrier, American pit bull terrier, pit bull terrier, miniature pit bull terrier or Rottweiler. The Secretary of the Association shall keep a current copy of said Chapter 78 and shall issue a copy to any unit owner requesting one.

(j) Dangerous Animals. No animal defined or characterized under the provisions of Chapter 78 of the City of Milwaukee Code of Ordinances as a "dangerous animal" shall be kept or harbored anywhere in the condominium at any time, regardless of when the animal was acquired or of any other circumstances. Any such animals present within the condominium as of the date of adoption of the First Amended and Restated Bylaws, and any such animal subsequently entering or being brought into the condominium, shall be permanently removed within 30 days. The Association shall have the authority to enforce the provisions of this paragraph and of the preceding paragraph (i), and to deal with any violation of these provisions as a violation of the unit owner's duties concerning repair and maintenance of the unit under Section 7.1 of the Bylaws.

(kj) Window Treatments. Within 60 days after the occupancy of any dwelling unit, the owner of the unit shall provide appropriate window treatments, so that all windows within the dwelling unit open to exterior view are either uncovered or are treated with draperies properly hung on drapery rods, or window blinds. For purposes of uniformity of external appearance, the Association may from time to time determine and specify the

type, quality and appearance of draperies and window treatments which will be visible from the exterior of the building. Unless and until differing regulations are adopted by the Association. Individual unit owners may at any time request prior approval of window treatments by submitting an appropriate request for approval to the Secretary of the Association.

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

(~~k~~m) **Signs.** No sign of any kind shall be displayed to the public view on or from any unit, common element or limited common element, without the prior consent of the Association.

(~~L~~n) **Noxious Activity.** No noxious or offensive activity shall be carried on in any units or in the common areas or limited common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

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

8.2 ASSOCIATION RULES. The Association, acting through the Board of Directors, may approve and distribute to unit owners and tenants additional rules and regulations, and amendments of such rules and regulations, approved and adopted by the Board of Directors from time to time pursuant to Section 6.2 herein. All such rules and regulations shall be in writing and shall be distributed to the unit owners and tenants no less than 30 days prior to the effective date of such rules and regulations. Such rules and regulations may be altered, amended, and repealed pursuant to Section 6.2 herein. The rules and regulations contained in Section 8.1 of these Bylaws may be amended only in accordance with the provisions and requirements for amendment of the Bylaws.

ARTICLE IX

General

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

9.2 ADDRESS. The initial mailing address of the Association shall be 11512 North Port Washington Road, Suite 203, Mequon, Wisconsin 53092. The mailing address may be changed from time to time by the Board of Directors.

9.3 SEAL. The Corporation shall have no seal.

ARTICLE X

Amendments

10.1 BY MEMBERS. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by the affirmative vote of unit owners having 75% or more of the votes in the Association.

10.2 RIGHTS OF DECLARANT. No amendment of these Bylaws shall alter or abrogate any rights of the Declarant, New Land Enterprises, LLP, or its successors, which may have been reserved, set forth or contained in these By-laws.

ARTICLE XI

Miscellaneous

11.1 RECORD OF OWNERSHIP. Every unit owner shall promptly cause to be duly recorded or filed or record the deed, assignment or other conveyance to him or such unit or other evidence of his title thereto, and shall present evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the Membership List of the Association.

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

11.3 STATEMENT OF ASSESSMENTS. The Board of Directors or Treasurer or the Association, at the request of any mortgagee or any prospective purchaser or any unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such unit then due and unpaid, within 10 business days after such request is received.

11.4 SUBORDINATION. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as in the Declaration of said Condominium Ownership Act.

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

IN WITNESS WHEREOF, these Bylaws of the Abbotsford Condominium Owners Association, Inc., have been adopted by the Board of Director as of November 20, 2001, as evidenced by the signatures of its three Directors, set forth below:

_____

BORIS GOKHMAN

_____

VLADIMIR SHUK

_____

MICHAEL D. CORCORAN

Second Amendment to the Bylaws of

ABBOTSFORD CONDOMINIUM OWNER'S ASSOCIATION, INC.

ADOPTED ON JUNE 29, 2011 BY 75% OF THE MEMBERSHIP IN FAVOR PER ARTICLE 10.1, AMENDMENT OF THE BYLAWS

This amendment is to be inserted in sentence #3 in Section 8.1(f) of the Bylaws.

Current language:

"No vehicle of any kind may be parked, stored or left anywhere except in a private parking unit or in the public parking unit. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere in the common areas, in private parking units, or in the public parking unit. Trailers, vans, trucks, campers, house trailers, boats, boat trailers, motorcycles, snowmobiles and other items which are not passenger vehicles shall not be stored, parked or placed anywhere in the Condominium except in the public parking unit. For this purpose, "vehicle" means anything which is designed to move or to be moved, and intended to carry, or which is capable of carrying, any human being including a child."

Amended language:

"No vehicle of any kind may be parked, stored or left anywhere except in a private parking unit or in the public parking unit. Junked, inoperative or unlicensed vehicles shall not be permitted anywhere in the common areas, in private parking units, or in the public parking unit. Trailers, vans, trucks, campers, house trailers, boats, boat trailers, snowmobiles and other items which are not passenger vehicles shall not be stored, parked or placed anywhere in the Condominium except in the public parking unit. For this purpose, "vehicle" means anything which is designed to move or to be moved, and intended to carry, or which is capable of carrying, any human being including a child."

RESOLUTION AMENDING BYLAWS TO ESTABLISH QUORUM FOR THE ANNUAL MEETING AT SIXTY-SEVEN PERCENT (67%)

Abbotsford Condominium Owners Association, Inc.

Resolution

INTRODUCTORY RECITALS

1. It is the objective of Abbotsford Condominium Owners Association, Inc. (the "Association") to ensure that the Association's annual meeting can take place as required by the governing documents.

2. Currently, the Bylaws require seventy-five percent (75%) of the votes in the Association to establish quorum at all members meetings, including the annual meeting.

3. In order to help ensure that the Association's annual meeting can take place as required by the governing documents, the Association seeks to lower the quorum requirement to a more reasonable percentage of votes so the Association can conduct the business it needs to at the annual meeting.

4. Pursuant to Wis. Stat. § 181.0722(2), a bylaw amendment to decrease the quorum for any meeting of members may be approved by the Board of Directors unless prohibited by the Bylaws.

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Article II, Section 2.2 of the Bylaws is amended by deleting the ~~strikethrough~~ language and inserting the underlined language to read as follows:

> **QUORUM AND PROXIES FOR MEMBERS' MEETINGS.** A quorum for members meetings shall consist of ~~75%~~ 67% of the votes in the Association.[1]

BE IT FURTHER RESOLVED, that this amendment to the Bylaws shall become effective upon unanimous approval of the Board of Directors of the Association.

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[1] The remainder of Article II Section 2.2 of the Bylaws remains unchanged.

Amendment considered at board meeting held on October 10, 2023.

Motion made by: Spencer Matthews

Seconded: Yes
(Yes/No)

In Favor: 22

Opposed: 0

Signed: _____
Secretary

Spencer Matthews
Spencer Matthews (Dec 18, 2023 13:08:37 CST)

Millie Carruth
Millie Carruth (Dec 19, 2023 10:52:29 CST)

Natalie Miller
Natalie Miller (Dec 19, 2023 10:[illegible]:47 CST)

Jason [illegible] (Jan 1, 2026 10:17:57 CST)

ABBOTSFORD CONDOMINIUM OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

Sec. 181.0202
Wis. Stats.

State of Wisconsin
Department of Financial Institutions

ARTICLES OF INCORPORATION – NONSTOCK CORPORATION

(NOTE: **Do not use** *this form for organizing a for-profit business corporation. Use Form 2*)

Executed by the undersigned for the purpose of forming a Wisconsin nonstock corporation under Ch. 181 of the Wisconsin Statutes, repealed and recreated by 1997 Wisconsin Act 79:

Article 1. Name of the corporation: ABBOTSFORD CONDOMINIUM OWNERS ASSOCIATION, INC.

Article 2. The corporation is organized under Ch. 181 of the Wisconsin Statutes.

Article 3. Name of the initial registered agent: CORE REAL ESTATE SERVICES, LLC

Article 4. Street address of the initial registered office: (*The complete address, including street and number, if assigned, and ZIP code. P O Box address may be included as part of the address, but is insufficient alone.*)

11512 N. PORT WASHINGTON RD.
SUITE 103
MEQUON, WI 53092

Article 5. Mailing address of the initial principal office:

C/O CORE REAL ESTATE SERVICES, LL
11512 N. PORT WASHINGTON RD.
SUITE 103
MEQUON, WI 53092

Article 6. (Select and mark (X) one of the statements below)

(X) The corporation will have members. **OR** ( ) The corporation will not have members.

(OPTIONAL) Article 7. Name and address of the initial directors (minimum of three):

FILING FEE - $35.00 SEE instructions, suggestions, and procedures on following pages.

(OPTIONAL) Article 8. The purpose or purposes for which the corporation is organized:

ANY LAWFUL PURPOSE FOR WHICH A NONPROFIT CORPORATION MAY BE ORGANIZED.

Article 9. **Name** and **complete address** of each incorporator:

MICHAEL D. CORCORAN
CORE REAL ESTATE SERVICES, LLC
1131 N. PORT WASHINGTON RD.
SUITE 103
MEQUON, WI 53092

Incorporator's signature

Incorporator's signature

This document was drafted by MICHAEL D. CORCORAN
(Name the individual who drafted the document)

♦ OPTIONAL - Second choice corporate name if first choice is not available:

INSTRUCTIONS (Ref. sec. 181.0202 Wis. Stats. for document content)

Submit one original and one exact copy to Dept. of Financial Institutions, P O Box 7846, Madison WI, 53707-7846, together with a **FILING FEE of $35.00**, payable to the department. (If sent by Express or Priority U.S. mail, address to 345 W. Washington Ave., 3rd Floor, Madison WI, 53703). The original must include an original manual signature, per sec. 181.0120(2), Wis. Stats. This document can be made available in alternate formats upon request to qualifying individuals with disabilities. Upon filing, the information in this document becomes public and might be used for purposes other than that for which it was originally furnished. If you have any questions, please contact the Division of Corporate & Consumer Services at 608-261-7577. Hearing-impaired may call 608-266-8818 for TDY. The preprinted text of this form does not represent every option available under law. Refer to Ch. 181 of the Wisconsin Statutes for additional information.

Article 1. The name must contain "corporation", "incorporated", "company", or "limited" or the abbreviation "corp.", "inc.", "co." or "ltd." or comparable words or abbreviations in another language. If you wish to provide a second choice name that you would accept if your first choice is not available, enter it in the "Optional" area on page 2.

ARTICLES OF INCORPORATION
Nonstock Corporation

+

CORE REAL ESTATE SERVICES, LLC
11512 N. PORT WASHINGTON RD.
SUITE 103
MEQUON WI 53092

+

♦ **Your name, return address** and **phone** number during the day: (262) 241 - 8605

INSTRUCTIONS (Continued)

Article 2. This statement is required by sec. 181.0202(1)(a).

Articles 3 & 4. The corporation must have a registered agent located at a registered office in Wisconsin. The address of the registered office is to describe the physical location where the registered agent maintains their business office. Set forth the street number and name, city and ZIP code in Wisconsin. P O Box addresses may be included as part of the address, but are insufficient alone. The corporation may not name itself as its own registered agent.

Article 5. The articles of incorporation must set forth the address of the corporation's principal office. "Principal office" means the office, whether in or outside Wisconsin, in which are located its principal executive offices.

Article 6. Select and check the appropriate box in article 5 to indicate if the corporation will or will not have members. A "member" means a person who has membership rights in a corporation in accordance with its articles of incorporation or bylaws.

Articles 7 & 8. These articles (or others you may wish to add) are provided for optional information that you may elect to include, such as the name and address of the initial directors, a purposes clause, tax-exempt provisions, etc. (**NOTE**: *Corporations expecting to apply to Internal Revenue Service for federal TAX-EXEMPT STATUS are advised to obtain and read IRS Publication 557 "Tax-Exempt Status for Your Organization" before preparing these articles of incorporation, as the articles must contain particular language and provisions to meet federal tax code requirements.*)

Article 9. Enter the name and complete address of each incorporator. There may be one or more incorporators. All incorporators must be named.

No certificate of incorporation will be issued. The "FILED" endorsement applied to this document by the Department of Financial Institutions is evidence that the articles of incorporation have been accepted. One or more "Received" endorsements may appear on the document, but do not indicate its acceptance for filing.

If the document is executed in Wisconsin, sec. 182.01(3) provides that it shall not be filed unless the name of the person (individual) who drafted it is printed, typewritten or stamped thereon in a legible manner. If the document is not executed in Wisconsin, enter that remark.

ABBOTSFORD CONDOMINIUM OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

Condominium and
Homeowners' Association
Management Agreement

ASSOCIATION: ABBOTSFORD CONDOMINIUM OWNERS ASSOCIATION, INC.

AGENT: HUNT MANAGEMENT INCORPORATED, AAMC

For Property located at: 1920 N. FARWELL AVENUE, MILWUKEE, WISCONSIN

Beginning: JANUARY 1, 2011

Ending: DECEMBER 31, 2011

This agreement (the "Agreement") is made and entered into this _____ day of SEPTEMBER, 2010 by and between the unit owners' association known as ABBOTSFORD CONDOMINIUM OWNERS ASSOCIATION, INC. (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as ABBOTSFORD CONDOMINIUM located at 1920 N. FARWELL AVENUE IN MILWAUKEE, WISCONSIN (the "Property"), and HUNT MANAGEMENT INCORPORATED (the "Agent").

AUTHORITY OF THE AGREEMENT

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

The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of ONE (1) year, beginning JANUARY 1, 2011, 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

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

2.4 SUBMISSION OF ANNUAL REPORT

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

2.5 MAINTENANCE OF COMMON ELEMENTS

Subject to the direction of the Board, at the expense of the Association and in accordance with the Association's approved budget, Agent shall cause the common elements 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.

2.7 PAYMENT OF EMPLOYMENT TAXES

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

all funds to pay any taxes.

2.8 UTILITIES AND SERVICES CONTRACTS

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

2.9 PAYMENT OF EXPENSES

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

2.10 RECORDS OF INSURANCE

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

2.11 OTHER SPECIFIC SERVICES OF AGENT

TO BE NEGOTIATED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

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

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

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

Section 5 DISPOSITION OF FUNDS

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

5.1 DEPOSIT OF COLLECTIONS

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

5.2 PAYMENT OF EXPENSES

Agent shall 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 at any time without prior notice to the Association.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

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

5.4 BONDING OF EMPLOYEES

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

blanket or umbrella bond. The expense of such bonding shall be paid by AGENT.

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend FOUR (4) regular meeting(s) of the Board each YEAR and the annual meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR BEYOND WHICH A $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 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 $ 900.00 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 AS REQUIRED

9.3 FOR OTHER SERVICES

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES AT DEPOSITIONS, HEARINGS, TRIALS OR SIMILAR PROCEEDINGS ON BEHALF OF OR IN CONJUNCTION WITH AGENTS SERVICE TO ASSOCIATION - $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 insureds, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates 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 SIXTY (60) days' written notice to Agent before any cancellation of or changes to said policies.

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 $1,500.00 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 $1,000.00 as a contingency reserve. The Association agrees to maintain this contingency reserve amount at all times and shall agree in writing to a new contingency reserve when such is required. The contingency reserve thus established is to enable Agent to pay obligations of the Association as they become due and is an amount separate from the reserve funds which accrue from assessments of individual unit owners.

10.6 APPROVE ANNUAL BUDGET

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

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement 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 AND THE ASSOCIATION, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold funds for SIXTY (60) 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 SIXTY (60) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

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

Section 15 INDEMNIFICATION SURVIVES TERMINATION

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

Section 16 HEADINGS

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

Section 17 FORCE MAJEURE

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

Section 18 COMPLETE AGREEMENT

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

Section 19 RIGHTS CUMULATIVE; NO WAIVER

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

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the

State of WISCONSIN. If any part of this Agreement shall be declared invalid or unenforceable, Agent shall have the option to terminate this Agreement by notice to the Association.

Section 21 NOTICES

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

21.1 TO AGENT

HUNT MANAGEMENT INCORPORATED, AAMC

10520 N. BAEHR ROAD, SUITE Q

MEQUON, WISCONSIN 53092

(OR CURRENT LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board

(CURRENT LEGAL ADDRESS)

21.3 DELIVERY OF NOTICES

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

Section 22 AGREEMENT 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.

Section 23 DISPUTE RESOLUTION

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

SIGNATURES

IN WITNESS WHEREOF, the parties hereto have affixed or caused to be affixed their respective signatures this 30 day of SEPTEMBER 2010

Witnesses:

Board:
ABBOTSFORD CONDOMINIUM OWNERS ASSOCIATION, INC.

Submitted by

Agent:

Firm HUNT MANAGEMENT INCORPORATED

By

10 - 5 - 10

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT

_____

(Name)

_____

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

located at _____

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

a resident of the United States, whose address is _____

_____

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

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

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

_____

Signature of Taxpayer

_____

Title

Executed in the presence of:

_____

Signature of Taxpayer

_____

Title

_____

Witness

_____

Signature of Taxpayer

_____

Witness

_____

Title

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

NOTARIAL SEAL

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

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

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

ABBOTSFORD CONDOMINIUM OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

A Community Presence

September 3, 2025

TO: All Abbotsford Condominium Unit Owners

RE: **2026 Approved Budget**

For your review, use, and file we have enclosed the 2026 Approved Budget.

After reviewing the Association's financial status, the Board of Directors have resolved that your monthly condominium fees will increase for the fiscal year 2026. Your monthly condominium fees will increase to $**500.00** per month, beginning January 1, 2026.

If you would like to pay your monthly fees via coupon book, please contact the Hunt Management Client Services Department at (262) 238-1480 or email ClientServices@HuntManagement.com. Please be aware that there is a $50 fee for the order of a coupon book ***Please note: That a coupon is not necessary to make your payment, checks can be mailed directly to the Arlington Heights address listed below.***

If you are paying via automatic withdrawal, we will continue to withdraw the monthly fee from your account in the same manner as was done in 2025. For those of you who have your bank pay your fees, please advise them to send checks to the following mailing address:

Abbotsford Condominium Association
c/o Hunt Management, Inc.,
P.O. Box 1755
Arlington Heights, IL 60006-1755

As always, your Board of Directors and Hunt Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and both thank you for your continued understanding and support.

Should you ever have any questions about the Association's financial status, please do not hesitate to contact me at angie@huntmanagement.com

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Abbotsford Condominium Association

Angie Rosploch

Angie Rosploch, CMCA
Property Manager

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

huntmanagement.com
888-305-1071

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

ABBOTSFORD CONDOMINIUM ASSOCIATION, INC.
2025 INCOME / EXPENSE & 2026 Approved

ACCT #	BUDGET ITEM	2025 Budget	YTD 1/1/25 - 6/30/25	Projected 12/31/25	2026 Budget
	INCOME	$480/ 26 units			$500/ 26 units
60-60100-00	ASSOCIATION FEES	$ 149,760	$ 75,708	$ 149,760	$ 156,000
60-60125-00	PREPAID ASSESSMENTS	$ -	$ (516)	$ -	$ -
60-60200-00	PARKING INCOME	$ 5,760	$ 2,880	$ 5,760	$ 6,000
60-60300-00	STORAGE RENTAL	$ 780	$ 390	$ 780	$ 780
60-60400-00	MISCELLANEOUS/FINES	$ -	$ 715	$ -	$ -
60-60500-00	LATE FEE	$ -	$ 425	$ 425	$ -
60-60600-00	MOVE IN/OUT FEE	$ 200	$ -	$ 200	$ 200
60-60800-00	WATER & SEWER INCOME	$ 8,500	$ 4,524	$ 8,427	$ 8,500
60-60900-00	CAPITAL CONTRIBUTIONS	$ -	$ -	$ -	$ -
70-70000-00	SPECIAL ASSESSMENT	$ -	$ 534	$ -	$ -
70-70100-00	INTEREST ON ACCOUNTS	$ 5,000	$ 5,870	$ 7,370	$ 7,000
70-70200-00	CAPITAL CONTRIBUTION/PROJECTS	$ 133,421	$ -	$ -	$ 123,607
	TOTAL	$ 303,421	$ 90,529	$ 172,722	$ 302,087
	EXPENSES				
80-80100-00	ELECTRIC	$ 17,000	$ 7,827	$ 16,000	$ 17,000
80-80200-00	GAS	$ 1,000	$ 908	$ 1,013	$ 1,100
80-80300-00	WATER & SEWER	$ 9,600	$ 4,684	$ 9,500	$ 9,600
80-80450-00	INTERNET/TELECOME	$ 1,500	$ 1,590	$ 2,670	$ 2,200
80-80460-00	BUTTERFLY EXPENSE	$ 1,600	$ 1,680	$ 1,680	$ 1,700
80-80500-00	CARPET CLEANING	$ 1,000	$ 944	$ 944	$ 1,000
	ROOF MAINTENANCE	$ -	$ -	$ -	$ 1,000

80-80600-00	COMMON AREA CLEANING	$ 5,355	$ 2,550	$ 5,100	$ 5,300
80-80700-00	GARAGE POWER WASHING/CLEANING	$ 2,000	$ -	$ 1,400	$ 2,000
80-80800-00	DRYER VENT CLEANING	$ 3,000	$ 2,587	$ -	$ 3,000
80-80900-00	ELEVATOR	$ 3,150	$ 1,411	$ 3,000	$ 3,150
80-81000-00	GARAGE DOOR	$ 500	$ 989	$ 1,000	$ 1,500
80-81100-00	LIGHT BULBS	$ 200	$ -	$ 200	$ 200
80-81200-00	LOCKS, KEYS & DOORS	$ 500	$ -	$ -	$ 500
80-81300-00	GENERAL MAINTENANCE	$ 11,716	$ 3,641	$ 11,000	$ 12,500
80-81600-00	PLUMBING REPAIRS	$ 200	$ 739	$ 739	$ 200
80-81700-00	REFUSE REMOVAL	$ 4,000	$ 2,631	$ 4,900	$ 5,200
80-81800-00	SNOW REMOVAL	$ 1,223	$ 578	$ 578	$ 1,000
80-81900-00	SUPPLIES-GENERAL	$ 600	$ 97	$ 400	$ 400
80-82100-00	ALARMS & MONITORING	$ 1,545	$ 1,545	$ 1,500	$ 1,600
80-82150-00	FIRE ALARM REPAIRS	$ 1,751	$ 2,958	$ 3,000	$ 3,000
80-82200-00	FIRE EXTINGUISHERS MAINT/INSP	$ 1,030	$ 1,000	$ 1,000	$ 1,030
80-82300-00	SPRINKLER SYSTEM INSPECTIONS	$ 618	$ 618	$ 600	$ 618
80-82400-00	ACCOUNTING SERVICES/TAXES	$ 215	$ 210	$ 210	$ 215
80-82450-00	INCOME TAX	$ 3,500	$ 3,244	$ 3,244	$ 3,600
80-82700-00	LICENSES,FEE, PERMITS	$ 25	$ -	$ -	$ 25
80-82800-00	LOBBY/ELEVATOR TELEPHONE	$ 1,452	$ -	$ -	$ -
80-83000-00	MISCELLANEOUS	$ 545	$ -	$ -	$ 792
80-83100-00	OFFICE SERVICES	$ 375	$ 639	$ 800	$ 800
80-83200-00	MANAGEMENT FEE	$ 16,800	$ 8,400	$ 16,800	$ 17,650
80-83300-00	PROPERTY INSURANCE	$ 15,500	$ 7,927	$ 14,000	$ 15,500
80-89150-00	SPECIAL ASSESMENT RESERVE	$ -	$ -	$ -	$ -
80-89000-00	RESERVE	$ 62,500	$ 31,250	$ 62,500	$ 65,100

	TOTAL OPERATING EXPENSE	$ 170,000	$ 90,648	$ 163,778	$ 178,480
	CAPITAL IMPROVEMENTS				
90-90100-00	PAINTING	$ -	$ -	$ -	$ -
90-90125-00	FAÇADE INSPECTION - 5 YEAR	$ -	$ -	$ -	$ -
90-90150-00	HVAC REPLACEMENT	$ 14,054	$ -	$ -	$ 14,054
90-90155-00	ROOF REP/EPDM	$ -	$ -	$ -	$ -
90-90700-00	RESERVE STUDY - 5 YEARS	$ -	$ -	$ -	$ -
	BALCONY TIERS, FRON FAÇADE - PHASED	$ 119,367	$ -	$ -	$ -
	RAILINGS, STEEL, PAINT FINISHES & CAPITAL REPAIRS	$ -	$ -	$ -	$ 16,290
	SEALANTS, AT WINDOWS, DOORS & CONTROL JOINTS	$ -	$ -	$ -	$ 43,263
	North Balcony Drainage		$ -	$ -	$ 50,000
	TOTAL CAPITAL IMPROVEMENTS	$ 133,421	$ -	$ -	$ 123,607
	TOTAL EXPENSES	$ 303,421	$ 90,648	$ 163,778	$ 302,087
	DIFFERENCE	$ 0	$ (120)	$ 8,944	$ -

EST. BEGINNING BALANCE (01-01-2026)	$ 121,819
2026 INTEREST (ESTIMATED)	$ -
2026 DEPOSIT TO RESERVES	$ 65,100
2026 SPECIAL ASSESMENT	$ -
2026 EST. RESERVE PROJECTS	$ 192,974
PROJECTED EST. BALANCE (12-31-2025)	$ 394,000

ABBOTSFORD CONDOMINIUM OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

IMPORTANT INFORMATION

Please keep this information with your governing documents

Abbotsford Condominium Association

RESOLUTION FOR NEW RULE

WHEREAS the Board of Directors of the Abbotsford Condominium Association has the power and duties to handle the administration of the affairs of the Association including the management and operation of the property, pursuant to Article III section 3.1 of the By Laws.

WHEREAS the Board of Directors shall from time to time adapt rules and regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants, pursuant to Article VI section 6.2 of the By Laws.

WHEREAS the Board deems it to be in the best interests of the Association to adopt a rule to protect the Association for unnecessary legal expenses created by one sole owner.

BE IT RESOLVED that **"Any member of the association whose actions require the Association to engage legal council for enforcement of the governing documents the Rules and Regulation or the municipal laws will be responsible for all legal fees associated with such enforcement"**

BE IT FURTHER RESOLVED that the Manager, acting on behalf of the Association, shall pay the Association's attorneys their usual and customary charges for time incurred in connection with their representation of the Association, together with all cost incurred by the firm, including but not limited to fees and charges for filing, service of process, messenger service, photocopies, postage, long distance calls, investigator's services, and title reports, promptly upon receipt of the monthly invoice; and all expenses will be assessed to the unit owner responsible for such costs.

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

The Board of Directors adopted this resolution on August 16, 2006.

President Christine M Gunn

Secretary Steven W. Friedo

IMPORTANT INFORMATION! PLEASE ATTACH THIS TO YOUR ORIGINAL COPY OF CONDOMINIUM DOCUMENTS

Abbotsford Condominium Association
Resolution of the Rules, Regulations and By Laws

Enacted 10-20-04
Effective 11-01-04

Resolution: Capital Contribution

WHEREAS, the Wisconsin State Statutes 703.10 item 5 states: The Bylaws may be amended by the affirmative vote of unit owners having 67% or more of the votes.

WHEREAS, at the 2004 annual meeting of the Association, where 67% of association members were present the following motion was pasted to amend the By Laws.

WHEREAS, in Article VI, Section 6.6 Working Capital Fund it states: A working capital fund shall be established equal to two month's initial estimated common expenses for each unit in Abbotsford Condominium. The working capital fund shall be used to meet unforeseen expenditures or to purchase additional equipment or services, and any amount paid into the working capital fund shall not be considered as advance payments of regular assessments. Each unit's share of the working capital fund shall be collected at the time the FIRST sale of the unit is closed and title to the unit is conveyed by the Declarant.

WHEREAS, there is a need to build the associations funds to provide financial strength for the association.

NOW THEREFORE, BE IT RESOLVED THAT the word FIRST is removed from the above-mentioned Section 6.6 Working Capital Fund. Thus the collection of Working Capital Fund will take place with all future sales.

Abbotsford Condominium Association
Resolution of the Rules, Regulations and By Laws

Enacted 1-19-05 Board of Directors meeting
Effective 3-1-05

Rules and Regulation Resolution #1: Resolution Assessing Late Fees

WHEREAS, the Board of Directors of the Abbotsford Condominium Association is empowered, to from time to time adopt rules & regulations pursuant to Article VI Section 6.2 Rules and Regulations of the Abbotsford Condominium Association.

WHEREAS there is a need to enforce that the members of the association pay the installments and the assessments for the operations and expenses of the association in a timely manor. Per section 14.2 of the Declaration (Assessments)

WHEREAS, it is the intent of the Board of Directors to meet all financial obligations in a timely manor.

NOW THEREFORE, BE IT RESOLVED THAT the following rule be added to the Abbotsford Condominium Association Rules & Regulations as

Article VIII (Duties and obligations of Unit Owners)
Section 8.1 (Rules & Regulation)
Letter N (Late fee assessments)

"A $50.00 late fee will be assessed to each unit owner that has not paid any assessment in full by the 10th day of the month in which such assessments is due and payable. The late fee of $50.00 shall be assessed on the start of the 11th day of the month for which such assessments becomes due.

4/13/05
President **Date**

4-13-05
Secretary **Date**

Attachment:

Book_____ Page_____

Important Information

Please keep with your Abbotsford's Governing Documents

Abbotsford Condominium Association
Resolution of the Rules, Regulation and By Laws

Enacted 5-18-09 Board of Directors meeting
Effective 6-29-09

Rules and Regulation Resolution #2: Resolution Satellite Dishes

WHEREAS: The Board of Directors of the Abbotsford Condominium Association is empowered, to from time to time adopt rules & regulations pursuant to Article VI Section 6.2 Rules and Regulations of the Abbotsford Condominium Association.

WHEREAS : There is a need to enforce that the members of the association follow the guidelines of installing satellite dishes pursuant to the Condominium Declaration of Abbotsford Condominiums, Section 7. Limited Common Elements, 7.2 Use states satellite television "dishes" and other communication apparatus shall not be installed in or on limited common areas without the written consent of the Declarant or of the Association, whichever is appropriate; but such consent shall not be unreasonably withheld.

WHEREAS: It is the intent of the Board of Directors to clarify how to receive permission and how to install a dish.

NOW THEREFORE, BE IT RESOLVED: The following rule be added to the Abbotsford Condominium Association Rules & Regulations as

Article VIII (Duties and obligations of Unit Owners)
Section 8.1 (Rules & Regulation)
Letter O (Satellite Dish approval and installation)

A. satellite television "dishes" and other communication apparatus shall not be installed in or on limited common areas without the written consent of the Declarant or of the Association, whichever is appropriate; but such consent shall not be unreasonably withheld.

B. A dish may not be attached to the railing of the balcony, an exterior wall, the roof, fascia, soffit, gutter or down spout, and may not be placed in/on any common area or limited common area.

C. No part of the dish shall extend beyond the front of the balcony or cement patio slab.

D. No part of the wires may run on or be fastened to the exterior walls of the building.

E. No cables/wires may go through (or pass by) a neighboring unit or limited common element.

F. No holes for cables/wires may be drilled in an exterior wall of the building. The owner must check with his/her retailer or installer for advice on how to install the dish without drilling a hole in the exterior wall.

G. If the owner has the satellite dish professionally installed, the contractor must be licensed and insured **and must adhere to the installation rules outlined in this rule.**

H. The dish must be installed in a safe and proper manner and comply with FCC regulations. The unit owner shall at all times keep the satellite dish in good repair. The owner of the unit is responsible for all court costs, legal fees, and other expenses should any injury to a person or damage to the building result from the installation, maintenance and use of the satellite dish.

I. Any deviation from conditions A-H above without written consent of the Board of Directors may result in dismantling and removal of the satellite dish. All cost of removal and restoration of the building, as well as legal fees and court costs, shall be assessed to the owner of the unit.

J. Upon transference of ownership of a unit with a satellite dish, the owner shall inform the buyer of the conditions set forth in this rule items A-I above. If the new owner is unwilling to assume these conditions, the dish must be removed by the seller prior to the conveyance."

Mary Ellen Cerrelli 6-5-09
President Date

6/5/09
Secretary Date

Abbotsford Condominium Association

Resolution of the Rules, Regulations and By Laws

Enacted 10-6-09

Effective 11-6-09

Rules and Regulation Resolution #4: Resolution Building Security

WHEREAS, the Board of Directors of the Abbotsford Condominium Association is empowered, to from time to time adopt rules & regulations pursuant to Section 14.2 of the Declaration (Assessments) and Articles 6.2 (Rules & Regulations) and 8.2 (Association Rules) of the By Laws of Abbotsford Condominium Association.

WHEREAS, there is a need to enforce that the members of the association and/or their guests do not prop open any doors, leading to or from the building, including but not limited to, the locked lobby door in the common area entrance.

WHEREAS, it is the intent of the Board of Directors to try to maintain a safe and secure building.

NOW THEREFORE, BE IT RESOLVED THAT the following rule be added to the Abbotsford Condominium Association Rules & Regulations as

Article VIII (Duties and obligations of Unit Owners)

Section 8.1 (Rules & Regulation)

Letter Q (Building Security)

"No unit owner, tenant, or any guests or invitees, may prop open and leave unattended any entry or garage doors, for any amount of time, leading to or from the building, exposing the building, units and other owners/tenants to safety and security concerns. If a unit owner/tenant, or any guests or invitees are identified as responsible for doing so the unit owner will be assessed a fine of $250.00 for each occurrence.".

10/22/09 10/22/09

President Date Secretary Date

Abbotsford Condominium Association

Resolution of the Rules, Regulations and By Laws

Enacted 1-18-2010

Effective 2-18-2010

Rules and Regulation Resolution #5: Noise Violations

WHEREAS, the Board of Directors of the Abbotsford Condominium Association is empowered, to from time to time adopt rules & regulations pursuant to Section 14.2 of the Declaration (Assessments) and Articles 6.2 (Rules & Regulations) and 8.2 (Association Rules) of the By Laws of Abbotsford Condominium Association.

WHEREAS, there is a need to enforce the quiet enjoyment for all members of the association.

WHEREAS, it is the intent of the Board of Directors to try to assure the quiet enjoyment for all who own and reside in the building.

NOW THEREFORE, BE IT RESOLVED THAT the following rule be added to the Abbotsford Condominium Association Rules & Regulations as

Article VIII (Duties and obligations of Unit Owners)

Section 8.1 (Rules & Regulation)

Letter R (Noise level)

"No unit owner/tenant, or any guests or invitees, may disrupt any other owner/tenant's quiet enjoyment of their unit and/or the building, by causing a noise disturbance outside of normal living noises and levels. Upon the first offense a warning letter will be sent to the owner of the violating unit, upon second offense the violating unit owner will be assessed a $100.00 fine for each noise incident ."

M Cercelli 1/25/10 27JAN2010

President Date Secretary Date

Abbotsford Condominium Owner's Association, Inc.

Resolution of the Rules and Regulations

Enacted: 7/15/2011

Effective: 7/15/2011

Rules and Regulation Resolution #6: Motorcycle Parking

WHERAS, the Board of Directors of the Abbotsford Condominium Owner's Association, Inc. is empowered, from time to time, to adopt rules and regulations pursuant to Section 14.2 of the Declaration (Assessments) and Articles 6.2 (Rules and Regulations) and 8.2 (Association Rules) of the Bylaws of Abbotsford Condominium Owner's Association, Inc.

WHERAS, there is a need for owners to park a motorcycle in the private parking garage.

NOW THEREFORE, BE IT RESOLVED THAT the following rule be added to the Abbotsford Condominium Owner's Association, Inc. Rules and Regulations as

Article VIII (Duties and Obligations of Unit Owners)

Section 8.1 (Rules and Regulations)

Letter R (Motorcycle Parking)

"Only owners or renters of the Abbotsford Condominium Owner's Association, Inc. can park a motorcycle in the private parking garage. Owners or renters can park a motorcycle in their designated parking space but cannot park both a vehicle and motorcycle in one parking space as this is not allowed per the Bylaws. Owners or renters cannot park motorcycles anywhere else in the garage unless they lease a designated motorcycle parking space from the Association at a monthly rate of $75.00. This lease would be for a 12 month period."

Marlene Cerrelli — President

Ryan M. [illegible] — Secretary

7/18/11 — Date

Abbotsford Condominium Owner's Association, Inc.

Resolution of the Rules and Regulations

Enacted: 04/15/2014

Effective: 04/30/2014

Rules and Regulation Resolution #7: Bikes and other items in common areas

WHERAS, the Board of Directors of the Abbotsford Condominium Owner's Association, Inc. is empowered, from time to time, to adopt rules and regulations pursuant to Section 14.2 of the Declaration (Assessments) and Articles 6.2 (Rules and Regulations) and 8.2 (Association Rules) of the Bylaws of Abbotsford Condominium Owner's Association, Inc.

WHERAS, there is a need for rules on bikes and any such items that may cause damage or soiling to common areas.

NOW THEREFORE, BE IT RESOLVED THAT the following rule be added to the Abbotsford Condominium Owner's Association, Inc. Rules and Regulations as

Article VIII (Duties and Obligations of Unit Owners)

Section 8.1 (Rules and Regulations)

Letter T (Bikes and other items in common areas)

To avoid the staining and/or tracking of dirt, oil or other substances into certain common areas please adhere to the following:

-IT IS REQUESTED THAT ALL AVOID THE INNER FRONT LOBBY, 2ND & 4TH FLOOR AREAS WITH BIKES OR OTHER OBJECTS THAT COULD STAIN THE CARPETING.
-It is required that owners, residents and their guests use the front/back stairwells or garage ramp while transferring bikes or other objects to and from the building that could potentially damage common areas. If you choose to use the elevator, please enter from the garage floor and avoid exiting into the first floor lobby.
-Owners are required to clean all items that could stain or damage common areas before to entering the above noted areas.
-If dirt, oil or other substances stain common area carpet or walls as a result of the above, the owner of the unit will be responsible to have all areas properly cleaned by a professional cleaning company.
-Owners are responsible for any actions, damage or staining by tenants and guests of their unit.

Mary Felice Cervelli Ryan M. Landz 4/23/14

President Secretary Date

HUNT MANAGEMENT INCORPORATED SINCE 1982

A Community Presence

October 11, 2016

Re: Amended Move In/Out Rule

Dear Abbotsford Residents,

Attached is the amended Rule and Regulation for moving in/out. Please insert this document in your individual copy of the Rules and Regulations. Please note the Board updated this rule so there is clarification of what is deemed a move. The Board also added verbiage to this rule stating during any sale/closing a $350 deposit shall be collected and sent to Hunt Management. If there is ever any question at all that your action is a move, please contact management for clarification.

Thank you.

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Abbotsford Condominium Owner's Association, Inc.

Rob Arent, CMCA, AMS, PCAM
Property Manager

Enclosures

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

huntmanagement.com
888-305-1071

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

MEMBER OF community ASSOCIATIONS INSTITUTE

Important Information

Please keep with your Abbotsford Governing Documents

Abbotsford Condominium Association Resolution of the Rules, Regulations and Bylaws

Originally Enacted 6-17-09

Amended on 9-14-2016

Effective on 9-14-2016

Rules and Regulation Resolution #3: Resolution move in/out policy

WHEREAS: The Board of Directors of the Abbotsford Condominium Association is empowered, from time to time, to adopt rules and regulations pursuant to Article VI, Section 6.2 Rules and Regulations of the Abbotsford Condominium Association.

WHEREAS: The Board of Directors has instructed the management company to collect the following fees for move in and move out of owners and tenants.

NOW THEREFORE, BE IT RESOLVED: The following rule is added to the Abbotsford Condominium Association Rules and Regulations as:

Article VIII (Duties and obligations of the unit Owners)

Section 8.1 (Rules and Regulation)

Letter P (Move in/out policy)

A. At move out of an owner, the selling entity will pay a $350.00 deposit. $100.00 will be posted to the General Operating Fund to cover the cost of hanging and removing pads in the elevator, inspections of common areas and the additional cleaning requirement created by moving. If there is no damage caused by the moving process $250.00 will be returned. If there is damage to the building the remaining fee will be retained to pay for damage as determined by the management company. If the damage to the building exceeds the deposit held of $250.00, the owner will be charged the actual costs of repairs minus the original $250.00 held.

B. At move out of a tenant/occupant, the owner will pay $350.00 deposit, with $100.00 posted to General Funds to cover the costs of moving as stated above. If there is no damage as determined by the management company, $250.00 will be returned. It is the responsibility of the owner to inform the tenant/occupant of all rules and guidelines.

C. At move in of an owner, tenant or occupant, a $350.00 deposit will be paid to management through the closing, with a $100.00 posted to General Funds. Owner is responsible for setup of this move in for tenants or occupants. If there is no damage the remainder of $250.00 will be returned to the owner. If the new owner fails to inform management of a move in the full deposit will not be returned as a result of this violation.

D. At no time during moving are perimeter access doors to be propped open. This is a compromise to the security of the building and causes damages to the locks. If doors have been propped open the move in/out fee of $250.00 will not be refunded.

E. If the owner, tenant or occupant leaves a substantial amount of waste at the dumpsters and there is a need to have a special pickup, the cost of the special pickup will be deducted from the deposit return.

ABBOTSFORD MOVE IN/MOVE OUT POLICY

Prior arrangements: All delivery and removal of household items must be arranged in advance with our Property Management Company. Generally, all moves are scheduled between 8:00 a.m. and 5:00 p.m. Monday through Friday with at least three (3) days notice to the Property Manager. Moves outside of this time frame will be handled on a case by case basis.

Protection: In order to ensure appropriate protection and safety, please make a note of the following:

Corner protection is to be provided by movers on all doorjambs, including the elevator. Elevator cabs (walls) are to be padded by management. The management company is to be notified 3 working days in advance, Monday through Friday 8:00 a.m. to 5:00 p.m., so this can be properly installed. Owners are not authorized to install mats on their own.

All tile floors in the lobby are to be protected with masonite or plywood. Doors and wall corners are to be padded which are to be provided by movers. In the residence floors carpet protection must be provided by the movers in hallway from elevator to residence door.

Safety: It is the responsibility of the mover to perform the move in the safest manner possible by avoiding the blocking of corridors, entrances and exits.

Damages: All damage to the common areas of the property is the responsibility of the property owner and will be repaired at the property owner's expense.

Clean Up: Removal of packing cartons is the responsibility of the mover.

Propping Doors: At no time shall an owner, tenant, occupant, real estate agent or moving agent prop open the doors and leave them unattended. The Board will file a grievance and fine the owners of the unit or units being sold. If doors have been propped open by any person or company for the respective unit moving, the applicable move in or move out fees will not be refunded.

Clarification of a Move In/Move Out: It is not deemed a move if you are moving items to/from your storage unit to your residential unit. If you have set up a delivery of furniture or other items to the site, or you are planning to remove similar items from your unit, please refer to the Item Delivery/Removal rule in the Governing Documents.

Non-Reporting of Move In/Move Out: If you fail to inform the management company that you, a tenant or occupant are performing a move in or move out, your unit will be assessed $150.00. The $100.00 will be assessed for the funds typically posted to the General Account and $50.00 as a fine for the violation. If you have any question at all that your activity is deemed a move in/move out, please contact management for clarification. If management cannot clearly determine, the Board of Directors will provide the final decision. This $150.00 assessment and fine does not include any additional liability for damages to common areas. Management and the Board will assess liability for any damages that may have been caused by the non-reported move.

Elevator Key: Management has the "Hold Elevator Key" that can be used by any resident moving in/out. This is recommended for safe moving and to make sure the door is not propped open by objects that may cause damage. When setting up your move, please request the key from the property manager. Your deposit will not be credited until the key has been returned to management. If the key is lost, the cost to replace will be deducted from your deposit.

MaryElise Cervelli 10.5.16

MaryElise Cervelli Date

05 Oct 2016

Mary Overland Date

ABBOTSFORD CONDOMINIUM OWNER'S ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

OTHER IMPORTANT INFORMATION AND DOCUMENTS

INCLUDING....

DEEDED PARKING SPACES & STORAGE LOCKERS

Abbotsford Condominium

DEEDED PARKING SPACES STORAGE LOCKERS

UNIT #	PARKING SPACE(S)	STORAGE LOCKER
200	3	9
201	17	14
202	31	4
203	4	7
204	13, 14	6
205	19, 20	10
206	18	24
207	7, 34	8
208	27, 28	22
209	25	5
210	8	11
211	9	19
400	33	3
401	6	13
402	22, 32	21
403	29, 30	16
404	10, 11	20
405	23, 24	18
406	15, 16	17
407	1, 5	2
408	21	23
409	2	1
410	26	15
411	12	12

Updated: 5.15.2009