ALLENWOOD ESTATES

CONDOMINIUM ASSOCIATION

DECLARATION

&

BY-LAWS

DISCLOSURE MATERIALS FOR

Allenwood Estates, A Condominium

Located at 80th Street & 43rd Avenue in the City of Kenosha, Kenosha County, Wisconsin, this is a residential condominium constructed and developed by Housing Scene, Inc., a Wisconsin Corporation (Declarant), 7505 Sheridan Road, Kenosha, Wisconsin 53140.

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.

INDEX

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

1. Declaration. The Declaration establishes and describes the condominium, the units and the common areas. The Declaration is in Section 1 and begins on page 1 of Section 1.

2. By-Laws. The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws are in Section 2 and begin on page 1 of Section 2.

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 are in Section 3 and begin on page 1 of Section 3.

4. Management or Employment Contracts. Certain services are provided to the condominium through contracts with individuals or private firms. There are no contracts at this time.

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, taxes and utility payments. The budget is in Section 5 and begins on page 1 of Section 5.

6. Leases. There are no units sold subject to any leases. There-fore, there are no leases included in the "Disclosure Materials".

7. Expansion Plans. The Declarant has reserved the right to expand the condominium in the future. A description of the plans for expansion and its effect on unit owners begins on page 1 of Section 1.01.

8. Floor Plan and Map. The Declarant has provided a floor plan of the units being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and common areas which are part of the condominium. The floor plan and the map are described in Exhibit "A" of the Declaration of Condominium Ownership, on page labeled Exhibit "A" 1 through 11 inclusive.

TABLE OF CONTENTS FOR DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR ALLENWOOD ESTATES CONDOMINIUM

		Page
Article I	Legal Description	2
	1.01 Description of Real Estate Submitted to Condominium Ownership Act	2
	Special Provisions Pertaining to Use of Specific Portions of the Real Estate and Improvements	3
Article II	Use and Definitions	3
	2.01 Declaration	4
	2.02 Property	4
	2.03 Unit	4
	2.04 Unit Owner	4
	2.05 Unit Number	4
	2.06 Association	4
	2.07 Building	4
	2.08 Common Elements	4
	2.09 Common Expenses	5
	2.10 Common Surpluses	5
	2.11 Limited Common Elements	5
	2.12 Majority or Majority of Unit Owners	5
	2.13 Person	5
	2.14 Unit Ownership	5
	2.15 Parking Area	5
	2.16 Occupant	5
	2.17 Plat	5
	2.18 Streets and Roads	5
Article III	Property and Units: Submission to Act	6
	3.01 Submission of Property to the Act	6
	3.02 Units: Description and Ownership	6
	3.03 Certain Structures Not Constituting Part of a Unit	6
Article IV	Common Elements: Limited Common Elements	6
	4.01 Ownership of Common Elements	6
	4.02 No Partition of Common Elements	7
	4.03 Common Elements: Description	7
	4.04 Limited Common Elements: Description	7
Article V	General Provisions as to Units and Common Elements	7
	5.01 No Severance of Ownership	7
	5.02 Use of the Common Elements	7

			Page
	5.03	Maintenance of Common Elements: Common Expenses	8
	5.04	Easements	8
	5.05	Limited Common Areas	9
	5.06	Separate Mortgages of Units	10
	5.07	Separate Real Estate Taxes	10
	5.08	Utilities	10
	5.09	Insurance: Unit Owners	10
	5.10	Maintenance, Repairs and Replacement of Units	11
	5.11	Negligence of Owner	12
	5.12	Joint Facilities	12
Article VI		Administration	12
	6.01	Board of Directors: Association	12
	6.02	Determination of Board to be Binding	13
	6.03	Voting Rights	13
	6.04	Meetings	13
	6.05	Notices of Meetings	14
	6.06	Board of Directors: Election: Meetings	14
	6.07	General Powers of the Board	15
	6.08	Specific Powers of the Board	16
	6.09	Vouchers	19
	6.10	Rules and Regulations	20
Article VII		Budget-Assessments-Maintenance Fund	20
	7.01	Preparation of Estimated Budget	20
	7.02	Reserve for Contingencies and Replacements	20
	7.03	Budget for First Year	21
	7.04	Failure to Prepare Annual Budget	21
	7.05	Books and Records	21
	7.06	Status of Collected Funds	21
	7.07	Remedies for Failure to Pay Assessments	21
	7.08	Rental during Foreclosure	22
	7.09	Amendments	22
Article VIII		Covenants and Restriction as to Use and Occupancy	22
	8.01	Use and Occupancy of Units and Common Elements	22
	8.02	Application of By-Laws	23-A
Article IX		Damage or Destruction and Restoration of Buildings	24
	9.01	Insurance	24
	9.02	Substantial Restoration	24

			Page
Article X		Sale of the Property: Removal from Condominium Ownership	24
	10.01	Voluntary Sale of the Property	24
	10.02	Removal of Property from Provisions of Declaration	25
Article XI		Remedies for Breach of Covenants and Regulations	25
	11.01	Abatement and Enjoyment	25
	11.02	Involuntary Sale	25
Article XII		Formation of Association	26
	12.01	Formation of Association	26
Article XIII		General Provisions	26
	13.01	Declarant's Initial Rights	26
	13.02	Notice to Mortgage Lender	27
	13.03	Service of Notices on Devisees and Personal Representatives	27
	13.04	Covenants to Run With Land	27
	13.05	Non-Waiver of Covenants	27
	13.06	Waiver of Damages	27
	13.07	Amendments to Declaration	28
	13.08	Severability	28
	13.09	Perpetuities and Restraints on Alienation	28
	13.10	Interpretation of Declaration	28
	13.11	Indemnity to Board Members	29
	13.12	Service of Process	29

List of Exhibits for Allenwood Estates Condominium

Exhibit A - Plats and floor plans of the Condominium consisting of pages 1-11 of Exhibit "A"

Exhibit B - Percentage of Common Elements consisting of pages 1-6 of Exhibit "B"

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR

ALLENWOOD ESTATES, A CONDOMINIUM

THIS DECLARATION is made and entered into by Housing Scene, Inc., a corporation organized under the Laws of Wisconsin, herein after referred to as the "DECLARANT";

WITNESSETH, THAT:

WHEREAS, the Declarant is the owner in fee simple of certain real estate, hereinafter described, located in the City of Kenosha, Kenosha County, Wisconsin, and

WHEREAS, the Declarant desires and intends by this Declaration to submit and subject said real estate together with all buildings, struc-tures improvements and other permanent fixtures of whatsoever kind thereon, and all rights and privileges belonging or in anywise pertain-ing thereto, to the provisions of the Condominium Ownership Act of the State of Wisconsin, as amended from time to time (hereinafter referred to as the "ACT"); and

WHEREAS, the Declarant desires to establish certain rights and easements in, over and upon said real estate for the benefit of itself and the benefit of all future owners or occupants of the said real estate or any part thereof (which shall be known as the Allenwood Estates A Condominium and any unit or units thereof or therein contained, and to provide for the harmonious, beneficial and proper use and conduct of the property and all units, together with mutually bene-ficial restrictions and obligations with respect to the use and maintenance thereof; and

WHEREAS, the Declarant desires and intends that the several unit owners, mortgagees, occupants and other persons hereinafter acquiring any interest in the property shall at all times enjoy the benefits of, and shall hold their interests subject to the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote, enhance an protect the common amenities and the cooperative aspect of ownership and to facilitate the proper administration of said property, and are estab-lished for the purpose of enhancing and protecting the value, desirability, appearance and aesthetics of the property; and

NOW, THEREFORE, the Declarant, as the holder of title of said real estate hereinafter described, and for the purpose hereinabove set forth, DECLARES AS FOLLOWS:

ARTICLE 1

LEGAL DESCRIPTION

1.01 The real estate which is hereby submitted a the initial phase of development and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin is legally described as follows:

The initial phase of development is described on Exhibit "A" attached hereto and incorporated herein by reference. (The Declarant reserves the right to develop within ten (10) years from the date hereof all or any portion of the real estate hereinafter described as a part of Allenwood Estates, a Condominium, subject to a maximum limitation of 128 units in the completed condominium. The election by Declarant to develop additional units using a part of the additional real estate herein described, shall not make development of the entire real estate mandatory. The Declarant reserves the right to modify, change, alter or redesign the buildings in which the future units are located including provision for basements, increased storage area, added or larger garages, exterior dormers, elevators, exterior finish and appearance, and any related structural change, provided only that the buildings shall be at all times of comparable quality and construction. The real estate subject to this right of development is described on Exhibit "A" attached hereto and incorporated herein by reference. Declarant reserves the right to construct on the grounds contained in Phase I a portion or portions of buildings being constructed in later phases of development.

The assessments hereafter provided for shall be as specified in this Declaration and Exhibit "B" hereof provided however that in the event any future buildings provide for more than a one car garage or an added storage area of greater size and capacity as provided in Phase I, the unit owner having the exclusive use of same shall pay a sum equal to the pro-rata share of the added insurance premiums governing same, said sum to be paid annually at the time of payment of the premium by the association.

During construction of additional phases of the condominium, Declarant reserves an easement for construction purposes over the common elements of all completed phases including but not limiting thereto, the roadways provided that Declarant shall restore and/or replace any damaged portions of the common elements at Declarant's expense. Declarant may grant permission to utilize these easements to any general or sub-contractor or agent employed by or contracting with the Declarant. Upon completion of construction, these easements shall cease and terminate.

This condominium is a residential development of year-round homes in multi-family buildings wherein the ownership of the individual units

is vested in separate owners subject to the Condominium Ownership Act of the State of Wisconsin, this Declaration of Condominium and the By-Laws of the Association. Each owner shall have the exclusive rights of ownership, use and enjoyment of their individual unit and the common ownership, use and enjoyment of the common elements. The purpose of a unit subject to this Declaration shall constitute acceptance of all of the terms and conditions herein contained.

This condominium will be developed in phases as hereinbefore des-cribed. Phase I shall consist of 16 unit. Included in Phase I are the lands adjacent to the initial building together with access drives and related easements. The development shall be completed within ten (10) years.

The condominium shall consist of a maximum of 128 residential units by consisting of multi-family buildings as determined acceptable by Declarant.

Each unit in Phase I shall have and may at Declarant's option in subsequent Phases have included with the unit an inside garage parking facility in the building as shown on the plans made a part of this Declaration.

The Board of Directors of the Association, on behalf of the Association, shall regulate the use and maintenance of the common elements including the establishment of rules and regulations as pro-vided under the Declaration and the By-Laws. All tree removal and plantings, after completion of the development, shall be done by the Association as a common expense. No unit owner may plant or remove any trees or shrubs without prior approval of the Association.

The premises are served by a municipal water and sewer system. The parking lots, drives and grounds shall be maintained as a common element and expense.

The Declarant and, after formation of the association, the Board may assign parking and storage areas on the premises independent of the units and the limited common areas assigned to the units for the use, benefit and enjoyment of the unit owners either individually or as a group of all or less than all unit owners.

Said real estate and all improvements thereon and appurtenances thereto shall be known as Allenwood Estates a Condominium. The address shall be 80th Street and 43rd Avenue, Kenosha, Wisconsin.

ARTICLE II

USE

The condominium and units therein shall be used for residential purposes only.

DEFINITIONS

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

2.01 Declaration: This instrument, by which the Property, as hereinafter defined, is submitted to the provisions of the Act, and shall include such amendments, if any, to this instrument as from time to time may be adopted pursuant to the terms hereof.

2.02 Property: The air space, land, buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging thereto, and all articles of personal property intended for use in connection therewith, which have been or are intended to be subject to the provisions of the ACT.

2.03 Unit: A part of the property subject to this ACT intended for independent use as a single family residence including one or more cubicles of air at one or more levels of space, or one or more rooms or enclosed spaces located on one or more floors (or parts thereof) in any of the buildings.

2.04 Unit Owner: The person, combination of persons, partnership or corporation who owns a unit and an undivided interest in the common areas and facilities appurtenant to such unit in the percentage speci-fied and established in the declaration.

2.05 Unit Number: The number, letter, or combination thereof, designating the unit in the declaration.

2.06 Association: All of the unit owners acting as a group in accordance with the By-Laws and Declaration.

2.07 Building: A structure containing 2 or more units, or 2 or more structures each containing 1 or more units and comprising a part of the property.

2.08 Common Elements: All of the condominium except the units and including but not limiting thereto:

(a) The land on which the buildings are located;

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

(c) The grounds, basements, yards, gardens, parking areas, storage spaces, play areas, parks and recreational facilities, except Unit basements;

(d) The premises for the storage of property utilized in the maintenance of the property and for the storage of property owned by the unit owners;

(e) Installation of central services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incinerating, as applicable;

(f) The tanks, pumps, motors, fans, compressors, ducts and in general all apparatus and installations existing for common use;

(g) Such community and commercial facilities as may be provided for in the declaration; and,

(h) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

2.09 Common Expenses:

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

(b) Expenses declared common expenses by this act or by the declaration or by-laws.

2.10 Common Surpluses: The balance of all income, rents, profits and revenues from the common areas and facilities remaining after the deduction of the common expenses.

2.11 Limited Common Elements: Those common elements designated in the declaration as reserved for exclusive use of one or more but less than all unit owners.

2.12 Majority or Majority of Unit Owners: The unit owners with more than 50% of the votes in accordance with the votes assigned in the declaration to the units for voting purposes.

2.13 Person: Individual, corporation, partnership, association, trustee or other legal entity.

2.14 Unit Ownership: A part of the Property consisting of one Unit and the undivided interest in the Common Elements appurtenant thereto.

2.15 Parking Area: Area provided for parking automobiles as shown on Exhibit A attached hereto, and hereinafter described.

2.16 Occupant: Person or persons, other than Owner or Unit Owner in possession.

2.17 Plat: The Plat of Survey of the Property, Buildings and all Units in the Property submitted to the provisions of the Act, which Plat is attached hereto as Exhibit "A" and by reference expressly incorporated herein and made a part hereof and registered and filed concurrently with the registration of this Declaration with the Kenosha County Register of Deeds.

2.18 Streets and Roads: The surfaced portions of the property set aside for use for travel by foot, animal or vehicle to and from the buildings to the public streets or highways.

ARTICLE III

PROPERTY AND UNITS: SUBMISSION TO ACT

3.01 Submission of Property to the Act: The Declarant hereby submits the Property to the provisions of the Act.

3.02 Units: Description and Ownership: The legal Description of each Unit shall consist of the identifying number or symbol of such Unit as shown on the Plat, attached hereto as Exhibit "A". Every deed, lease, mortgage or other instrument may legally describe a Unit by its identifying number or symbol as shown on the plat, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Each Unit shall consist of the space enclosed and bounded by the horizontal and vertical planes set forth in the delineation thereof as shown on the Plat. Except as otherwise provided by the Condominium Ownership Act, no Unit Owner shall, by deed, plat or otherwise, subdivide or in any other manner cause his Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

Each unit in the condominium shall consist of the designated area shown on the plat, attached hereto as Exhibit "A", and shall be constructed as provided on the plans and specifications incorporated in Exhibit "A" attached.

3.03 Certain Structures Not Constituting Part of a Unit: No Unit Owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his Unit and serving more than his Unit, whether or not such items shall be located in the floors, ceilings, or perimeter or interior walls of the Unit, except as a tenant-in-common with all other Unit Owners.

ARTICLE IV

COMMON ELEMENTS: LIMITED COMMON ELEMENTS

4.01 Ownership of Common Elements: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements a tenant-in-common with all other Unit Owners of the Property, and except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such Owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to an run with his Unit. The extent or amount of such ownership shall be expressed by a percentage amount. The percentage ownership may be changed upon unanimous written approval of all the Unit Owners in the form of an Amended Declaration duly recorded. In the event of condemnation by public authority as hereinafter provided in Article IX 9.04 (c) or of loss as provided in Article X, the percentage ownership may be changed to conform with the provisions set forth therein. The DECLARANT has so determined each Unit's corresponding percentage of ownership in the Common Elements as set forth in the schedule attached hereto as Exhibit "B" and incorporated herein by reference, as though fully set forth herein. The undivided interest in

the common elements shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

4.02 No Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium owner-ship.

4.03 Common Elements: Description: The Common Elements shall be designated and set forth on Exhibit "A", attached hereto, and shall consist of all of the condominium except the units.

4.04 Limited Common Elements: Description: The Limited Common Elements shall be as designated and set forth on Exhibit "A", attached hereto, and shall be identified thereon as to type, extent and unit or units to which the Limited Common Element is assigned. Fixtures designed to serve a single unit and located contiguous to the boundary of the unit shall be deemed to be a Limited Common Element appertaining to that unit exclusively and need not be shown on Exhibit "A". Included as a limited common element with the unit shall be any garage and/or indoor storage unit designated by Declarant.

ARTICLE V

GENERAL PROVISIONS AS TO UNITS AND COMMON ELEMENTS

5.01 No Severance of Ownership: No Owner shall execute any deed, mortgage, lease or other Instrument affecting title to his Unit Ownership without including therein both his interest in the Unit and his corresponding percentage of ownership in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

5.02 Use of the Common Elements: Subject to the provisions of Section 5.04, each Unit Owner shall have the right to use the Common Elements in common with all other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoy-ment of, the respective Unit owned by each Unit Owner, and to the use and enjoyment of Common facilities. Such rights shall extend to the Unit Owner and the members of the immediate family and guests and other authorized occupants and visitors of the Unit Owner. The use of the Common Elements and the rights of the Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act, the Declaration and the By-Laws and rules and regulations of the Board of Directors (hereinafter described and for convenience hereinafter sometimes referred to as the "Board"). The Board of Directors shall have the authority to lease or rent or grant licenses or concessions with respect to the storage areas, laundry or other parts of the Common Elements, subject to the provisions of this Declaration and the By-Laws and rules and regulations of the Board.

5.03 Maintenance of Common Elements: Common Expenses: Except as otherwise provided herein, management, repair, alteration and improve-ment of the Common Elements shall be the responsibility of the Board. Each Unit Owner shall pay his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements, which expenses are hereinafter referred to collect-
ively as "Common Expenses". Such proportionate share shall be in the same ratio as his percentage interest in the common Elements a set forth in Exhibit "B". Payment thereof shall be in such amount and at such times as may be provided by the By-Laws and/or rules and regula-tions of the Board. In the event of the failure of a Unit Owner to pay such proportionate share when due, the amount thereof shall constitute a lien on the interest of such Unit Owner, as provided by the Act.

5.04 Easements:

(a) Encroachment: In the event that, by reasons of the con-struction, settlement or shifting of any Building, or the design or construction of any Unit, any part of the Common Elements encroaches or shall hereafter encroach upon any part of any Unit, or any part of the Unit encroaches or shall hereafter encroach upon any part of the Common Elements or any other Unit, or, if by reason of the design or construction of utility systems, any main pipes, ducts or conduits serving more than one Unit encroach or shall hereafter encroach upon any part of any unit, valid easements for the maintenance of such en-croachment are hereby established and shall exist for the benefit of such Unit and the Common Elements, as the case may be, so long as all or any part of the Building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit or in favor of the Owners of the Common Elements if such encroachment occurred due to the willful conduct of said Owner or Owners.

(b) Easements for Utilities: The City of Kenosha, Wisconsin Telephone Company, Wisconsin Electric Power Company, and Wisconsin Natural Gas Company are hereby granted the right to install, lay, construct, operate, maintain, renew, repair or replace, conduits, cables, piper and wires and other equipment into, over, under, along and on any portion of the Common Elements for the purpose of providing the property with utility services, together with the reasonable right of ingress to and egress from the property for said purpose. The DECLARANT prior to the creation of the Board and the Board thereafter may hereafter grant other or additional temporary or permanent ease-ments for utility or other purposes over, under, along and on any portion of said Common Elements, and each Unit Owner hereby grants the DECLARANT prior to the creation of the Board and the Board thereafter an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Ease-ments are also hereby declared and granted to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit whether or not such walls lie in whole or in part within the Unit boundaries.

(c) Easements to Run with the Land: All easements and right described herein are easements appurtenant, running with the land, per-petually in full force and effect, and at all times shall inure to the

benefit of and be binding on the undersigned, its successors and assigns, and any Unit Owner, purchaser, mortagagee and other person having any interest in the Property or any part of portion thereof. Reference in any deed of conveyance or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Article, or described in any other part of this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents. The easements provided in Article I, Section 1.01 are hereby included.

(d) Easements for Police and Fire Protection: A perpetual easement is hereby granted for the free and uninterrupted access to the grounds hereinbefore described for any and all legally designated law enforcement agencies and fire departments for the performance of their duties.

(e) Easements for Post Office: A perpetual easement is here-by granted for the free and uninterrupted access to the grounds, drives and walkways hereinbefore described for any and all legally designated representatives of the United States Postal Service for the performance of their duties.

5.05 Limited Common Areas:

(a) Balconies and Patios: All balconies and patios, if any, shall be a part of the Common Elements and not a part of any indi-vidual Unit; however, each Unit Owner shall be entitled to the exclusive use and possession of that balcony or patio or those balconies or patios, if any, direct access to which is provided from his respective Unit and which is or are located outside of an adjoining his respective Unit; unless and until such time as the Board as hereinafter provided determines to the contrary, each Unit Owner shall be responsible for the appearance of the patios and balconies, the exclusive use and possession whereof is extended hereby, at his own expense, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such balcony or patio, in any manner contrary to such rules and regulations as may be established by the said Board of Association (hereinafter referred to). In the event any such balcony or patio shall be appurtenant to more than one Unit, then all rights and obligations of the Owners of each such Unit with respect to the use, of such patio shall be joint, common and indivisible, and shall not be subject to partition through judicial proceedings or otherwise.

(b) Parking Areas: Any parking area or other portion of the property allocated to parking purposes shall be part of the Common Elements and not part of any individual Unit, except any space or garage assigned to and made a part of any unit; provided, however, the DECLARANT hereby reserves the right, until sale and conveyance of all Unit Ownerships, to sell and grant to any Unit Owner and to no other person the perpetual and exclusive use of a designated parking space, which exclusive use shall be deemed to be appurtenant to and pass with the title to the Unit to which appurtenant even though not expressly mentioned in the document passing title to the Unit. The DECLARANT shall, in the event of exercise of such reserved right, give the Board notice thereof and the name of the Unit Owner to whom the DECLARANT

has granted the exclusive use, which notice shall be conclusive upon the Board and all Unit Owners as to the rights of the Unit Owner designated in such notice. Subject to the foregoing, the Board may determine to grant exclusive use and possession to designated parking stalls in any portion of the Property allocated to parking purposes to Unit Owners, and the Board may in any event prescribe such rules and regulations with respect to such Parking Areas as the Board may deem fit and may, in addition, operate any Parking Areas itself or lease any parking Areas for operation by others upon such terms as it may deem fit. All revenue received by the Board from any said Parking Areas, less operation expenses thereof, if any, shall be applied in accordance with the By-Laws. Such exclusive use and possession given a Unit Owner or Owners shall be subject to such rules and regulations as the Board may deem fit, including the requirement that such exclusive use and possession encompass the obligation to clean and maintain that portion of the Common Elements subject thereto as an expense of a Unit Owner rather than a Common Expense.

(c) Storage Areas: Storage areas in any Building outside of the respective Units shall be part of the Common Elements and the use thereof shall be allocated among the Unit Owners as the DECLARANT initially determines and as the Board may by its rules and regulations thereafter prescribe.

5.06 Separate Mortgages of Units: Each Unit Owner shall have the right to mortgage or encumber his own respective Unit, together with his respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the Property or any part thereof, except his own Unit and his own respective ownership interest in the Common Elements as aforesaid.

5.07 Separate Real Estate Taxes: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his Unit and his corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the Property as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the Common Elements.

5.08 Utilities: Each Unit Owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the Common Expenses.

5.09 Insurance; Unit Owners: Each Unit Owner shall be responsible for his own insurance on the contents of his own Unit, and his additions and improvements thereto and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability, all to the extent not covered by the fire and liability insurance for all of the Unit Owners obtained as part of the Common Expenses as provided below in Section 6.08 hereof.

The Board shall not be responsible for obtaining insurance on any additions, alteration or improvements made by any Unit Owner to his Unit unless and until such Unit Owner shall request the Board in writing so to do, and shall make arrangements satisfactory to the Board to reimburse the Board for any additional premiums attributable thereto; and upon the failure of such Unit Owner so to do, the Board shall not be obligated to apply any insurance proceeds to restore the affected Unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Each Unit Owner hereby waives and releases any and all claims which he may have against any other Unit Owner, the Board, its officers, members of the Board, the DECLARANT, the manager and managing agent of the Building, if any, and their respective employees and agents, for damage to the Common Elements, the Units, or to any personal property located in the Units or Common Elements, caused by fire or other casualty, to the extent that such damage is covered by fire and other form of casualty insurance.

5.10 Maintenance, Repairs and Replacements of Units:

(a) By the Board: The Board, at its expense, shall be responsible for the maintenance, repair and replacement of those portions, if any, of each Unit which contribute to the support of any Building, excluding, however, interior wall, ceiling and floor surfaces. In addition, the Board shall maintain, repair and replace all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries as specified in Sections 3.02 and 3.03, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, or which may be the responsibility of an individual Owner under any other provision of this Declaration.

(b) By the Owner: Except as otherwise provided in Paragraph (a) above, each Unit Owner shall furnish, at his own expense, and be responsible for the following:

(1) All of the maintenance, repairs and replacements within his own Unit and all of the doors and windows appurtenant thereto, and all internal installations of such Unit such as refrigerators, ranges and other kitchen appliances, and heating, plumbing and air conditioning fixtures or installations, and any portion of any other utility service facilities located within the Unit boundaries as specified in Sections 3.02 and 3.03, provided, however, such maintenance, repairs and replacements as may be required for the bringing of water, gas and sewer service or electricity to the Unit, shall be furnished by the Board as part of the Common Expenses. The Board may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to Units by personnel as a Common Expense.

(2) All of the decorating within his own Unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors and ceilings as lie within the boundaries of his Unit as shown

on the Plat, and such Unit Owner shall maintain such portions in good condition at his sole expense as may be required from time to time, which said maintenance and use shall be subject to the rules and regulations of the Board. The interior and exterior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of each respective Unit Owner.

The use of the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the Building, shall be subject to the rules and regulations of the Board. Decorating of the Common Elements (other than interior surfaces within the Units as above provided), and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by maintenance, repair or replacement work on the Common Elements by the Board, shall be furnished by the Board as part of the Common Expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board for maintenance, repair and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board and Unit Owners set forth in this Declaration shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement required to cure a latent or patent defect in material or workmanship in the construction or location of a structure on the property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

5.11 Negligence of Owner: If, due to the negligent act or omission of a Unit Owner, or of a member of his family or household pet, or of a guest or other authorized occupant or visitor of such Unit Owner, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Board, subject to the rules, regulations and By-Laws of the Board.

5.12 Joint Facilities: To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Elements, then the use thereof by the individual Unit Owners shall be subject to the rules and regulations of the Board. The authorized representatives of the Board, or of the manager or managing agent for the Building, shall be entitled to reasonable access to the individual Units as may be required in connection with maintenance repairs, or replacements of or to the Common Elements or any equipment, facilities or fixtures affecting or serving other Units or the Common Elements.

ARTICLE VI

ADMINISTRATION

6.01 Board of Directors: Association: The direction and administration of the Property shall be vested in a Board of Directors (hereinbefore and hereinafter sometimes referred to as the "Board"), consisting initially of three (3) persons who shall be elected in the

manner hereinafter provided. The Unit Owners, as described in this Declaration and in the By-Laws, acting collectively through the Board, shall be known as the ALLENWOOD ESTATES CONDOMINIUM ASSOCIATION, an unincorporated association, subject to any subsequent incorporation as provided in Article XII below (hereinabove and hereinafter called the "Association"). Notwithstanding any other provision herein contained to the contrary, all duties, functions and obligations herein imposed upon the Board are so imposed with the express understanding that the Board is the governing body and agent of the Unit Owners and the Association. The provisions of this Article VI, Articles VII and VIII below shall be included in the initial and basic By-Laws of the Board and/or Association, as referred to in the Act. Each member of the Board shall be one of the Unit Owners, provided, however, that in the event a Unit Owner is a corporation, partnership, trust or other legal entity other than a natural person or persons, then any director or officer of such corporation, partner of such partnership, individual trustee or beneficiary of such trust,, or manager of such other legal entity, shall be eligible to serve as a member of the Board. The Association shall have the right to increase the number of Directors by affirmative vote of 75% of the Unit Owners.

6.02 Determination of Board to be Binding: Notwithstanding that the words "Board" and "Association" may in some instance be used interchangeably in various sections of this Declaration, matters of dispute or disagreement between Unit Owners relating to the Property or with respect to interpretation or application of the provisions of this Declaration or the By-Laws, shall be determined by the Board, which determination shall be final and binding on the Association and on all Unit Owners.

6.03 Voting Rights: There shall be one person with respect to each Unit Ownership who shall be entitled to vote at any meeting of the Unit Owners. Such person shall be known (and hereinafter referred to) as "Voting Member". Such Voting Member may be the Owner or one of the group composed of all the Owners of a Unit Ownership, or may be some person designated by such Owner or Owners to act as proxy on his or their behalf and who need not be a Owner. Such designation shall be made in writing to the Board and shall be revocable at any time by actual notice to the Board of the death or judicially declared incompetence of any designator, or by written notice to the Board by the Owner or Owners. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the Board before the scheduled time of the meeting. Any or all of such Owners may be present at any meeting of the Voting Members and (those constituting a group acting unanimously) may vote or take any other action as a Voting Member, either in person or by proxy. The total number of votes of all Voting Members shall be one hundred (100), and each Owner or group of Owners shall be entitled to the number of votes equal to the total of the percentage of ownership in Common Elements applicable to his or their Unit Ownership as set forth in Exhibit "B" attached hereto. The DECLARANT (or its nominee) may exercise the voting rights with respect to any Unit owned by the DECLARANT.

6.04 Meetings:

(a) Quorum: Procedure: The presence in person or by proxy of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any

action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. Any voting member in writing may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Association without a meeting.

(b) Annual Meeting: The first Annual Meeting of the Voting Members shall be held upon fifteen (15) days written notice given by the DECLARANT prior to the conveyance of twenty-five percent (25%) of the common element interest to unit owners at which meeting the unit owners other than DECLARANT shall elect at least twenty-five percent (25%) of the directors of the Board. Prior to conveyance of fifty percent (50%) of the common element interest to unit owners a meeting shall be held at which the unit owners other than DECLARANT shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors of the Board. Not later than forty-five (45) days after the expiration of DECLARANT control, a meeting shall be held by the association at which the directors and officers shall be elected and take office after the election. Thereafter, there shall be an Annual Meeting of the Voting Members on each succeeding year, at 2:00 o'clock P.M., on the Fourth Saturday in June of each year, on the Property, or at such other reasonable place or time (not more than thirty days before or after such date), as may be designated by written notice of the Board delivered to the Voting Members not less than fifteen (15) days prior to the date fixed for said meeting.

(c) Special Meetings: Special Meetings of the Voting Members may be called at any time for the purpose of considering matters which by the terms of this Declaration require the approval of all or some of the Voting Members, or for any other reasonable purpose. Said Meeting shall be called by written notice, authorized by a majority of the Board, or by the Voting Members having one-third (1/3) of the total votes, and delivered not less than fifteen (15) days prior to the date fixed for said Meeting. The notices shall specify the date, time and place of the Meeting and the matters to be considered.

6.05 Notices of Meetings: Notices of meetings required to be given herein may be delivered either personally or by mail to the personal entitled to vote thereat, addressed to each such person at the address given by him to the Board for the purpose of service of such notice, or to the Unit of the Unit Owner with respect to which such voting right appertains, if no address has been given to the Board.

6.06 Board of Directors: Election: Meetings:

(a) At each Annual Meeting, the Voting Members shall, by a majority of the total votes present at such meeting, elect a Board of Directors for the forthcoming year, consisting of three (3) owners, or such other number as shall be designated in the By-Laws all of whom must reside on the property, except for Board members nominated or designated by the DECLARANT. A majority shall constitute a quorum. Members of the Board shall serve, without compensation, for a term of one (1) year or until their successors are elected and qualify, provided, however, that the terms of at least one-third of the Directors shall cease to meet any qualification herein required for a Member of the Board, such Member shall thereupon cease to be a Member of the Board and his place on the Board shall be deemed vacant.

Vacancies in the Board may be filled by unanimous vote of the remaining Members thereof. Except as otherwise provided in the Declaration, the Property shall be managed by the Board, and the Board shall act by majority vote of those present at its meetings when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt.

(b) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members (Association), a Secretary who shall keep the minutes of all meetings of the Board and of the Voting Members and who shall, in general, perform all the duties incident to the office of secretary, including counting votes at any meeting, and a Treasurer to keep the financial records and books of account.

(c) Any Board Member may be removed from office, by the affirmative vote of the Voting Members have at least two-thirds (2/3) of the total votes, at any Special Meeting called for the purpose. A successor to fill the unexpired term of a Board Member removed may be elected by majority vote of the Voting Members at the same meeting or any subsequent meeting called for that purpose.

(d) An Annual Meeting of the Board shall be held immediately following the Annual Meeting of the Unit Owners and at the same place. Special Meetings of the Board shall be held upon call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each member, delivered personally or by mail or telegram. Any Board Member may in writing waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action of the Board without a meeting.

(e) Board Members shall receive no compensation for their services, unless expressly provided for in resolutions duly adopted by the Unit Owners.

6.07 General Powers of the Board: Without limiting the general powers which may be provided by law, this Declaration and the Act, the Board shall have the following general powers and duties:

(a) To elect the officers of the Association as hereinabove provided;

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

(c) To engage the services of a manager or managing agent who shall manage and operate the Property and the Common Elements thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve (subject to Section 5.10 (b) above);

(d) To formulate policies for the administration, management and operation of the Property and the Common Elements thereof.

(e) To adopt administrative rules and regulations governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time to time;

(f) To provide for the maintenance, repair and replacement of the Common Elements and payments therefor, and to approve payment vouchers or to delegate such approval to the officers or the manager or managing agent;

(g) To provide for the designation, hiring and removal of employees and other personnel, including accountants, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or managing agent (and any such employees or other personnel who may be employees of the managing agent);

(h) To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as hereinafter provided;

(i) To comply with the instructions of a majority of the Unit Owners, as expressed in a resolution duly adopted at any Annual or Special Meeting of the Unit Owners; and,

(j) To exercise all other powers and duties of the Board of Directors or Unit Owners as a group referred to in the Act and all powers and duties of a Board of Directors referred to in the Declaration or these By-Laws.

6.08 Specific Powers of the Board: The Board, for the benefit of the Board, the Association and all Unit Owners, shall provide and shall pay for out of maintenance fund hereinafter provided, the following:

(a) Utility Service for Common Elements: Water, sewer, waste removal, electricity, gas and telephone, heat, power and other necessary utility service for the Common Elements (and, if not separately metered or charge, for the Units);

(b) Casualty Insurance: Insurance for the Property against loss or damage by fire and such other hazards as the Board may deem desirable, for the full insurable replacement cost of the Common Elements and the Units. Premiums for such insurance shall be common expenses. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the members of the Board as Trustees for each of the Unit Owners in their respective percentages of ownership interest in the Common Elements as established in Exhibit "B". The Board may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent or depositary on behalf of the Board for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Board shall determine consistent with the provisions of the Act and this Declaration. The fees of such corporate trustee shall be Common Expenses. In the event of any loss in excess of $50,000.00 in the aggregate, the Board shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any unit so destroyed.

In the event of the total destruction of a unit or units and thereafter the Board determining that the unit or units may not be reconstructed under the ordinances of the City of Kenosha or Kenosha County or the laws of the State of Wisconsin or in the alternative the Board determines that the cost of reconstruction shall exceed the insurance proceeds, the Board may direct that the insurance proceeds applicable to each destroyed unit be paid to the unit owner together with a sum equal to the Unit Owner's interest in the common elements, exclusive of the individual units, as determined by three appraisers, one selected by the Board, one selected by the unit owner and the third selected by the two other appraisers. This added sum shall be a common expense of the remaining units and assessed accordingly. Upon payment of this sum to the unit owner of the destroyed unit, the unit owner shall cease to be an owner and the percentage interest of the remaining owners shall be adjusted in accord with the formula set forth on Exhibit "B". In the event the cost of replacement exceeds the insur-ance proceeds and the unit may be constructed under the ordinances and laws aforesaid, the unit owner may request the Board to authorize the reconstruction of the unit subject to the unit owner tendering to the Board a sum equal to the costs of reconstruction less the sum available from the insurance proceeds. The Board, upon receipt of the sum, may authorize the reconstruction of the unit and direct that same be done. Any unit reconstructed under this provision or under the provisions of Article IX shall be constructed in a manner complying with the ordinances of laws aforesaid and in a manner compatible to the remaining units.

The proceeds of such insurance shall be applied by the Board or by the corporate trustee on behalf of the Board for the reconstruction of the Building or Buildings or shall be otherwise disposed of in accor-dance with the provisions of this Declaration and the Act; and the rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the Act with respect to the application of insurance proceeds t reconstruction of the Building. Payment by an insurance company to the Board or to such corporate trustee of the proceeds of any policy, and the receipt of release from the Board of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payment of the proceeds of any policy by the Board or the cor-porate trustee.

Each unit owner may, at said unit owner's personal expense carry additional casualty insurance on the unit and may provide for said in-surance to be paid direct to the unit owner. Each unit owner shall be responsible for all insurance coverage on the contents of the unit and the personal property of the unit owner located on the common elements of the condominium.

(c) Liability Insurance: Comprehensive public liability in-surance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Unit Owner, the Association, its officers, members of the Board, the DECLARANT,

the manager and managing agent of the Buildings, if any, and their respective employees and agents, from liability in connection with the Common Elements and the streets, sidewalks and areas adjoining the Property and insuring the officers of the Association and members of the Board from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties. The premiums for such insurance shall be Common Expenses.

(d) Workmen's Compensation: Workmen's compensation insur-ance to the extent necessary to comply with any applicable laws;

(e) Wages and Fees for Services: The services of any person or firm employed by the Board, including, without limitation, the ser-vices of a person or firm to act as manager or a managing agent for the Property, the services of any person or persons required for maintenance or operation of the Property, any legal and/or accounting services necessary or proper in the operation of the Property or the enforcement of this Declaration and for the organization, operation and enforcement of the rights of the Association;

(f) Care of Common Elements: Landscaping, gardening, snow removal, painting, cleaning, tuckpointing, maintenance, decorating, repair and replacement of the Common Elements (but not including the interior surfaces of the Units, which the Owner shall paint, clean, decorate, maintain and repair, and subject to the provisions of sub-section (i) of the Section 6.08, not including any portion of the Common Elements which are the responsibility of any Owner) and such furnishings and equipment for the Common Elements ad the Board shall determine are necessary and proper, and the Board shall have the exclusive right and duty to acquire or provide the same for the Common Elements:

(g) Additional Expenses: Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Board is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as first class buildings or for the enforcement of this Declaration;

(h) Discharge of Mechanic's Liens: Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Board constitute a lien against the property r against the Common Elements, rather than merely against the interest therein of any particular Unit Owner; it being understood, however, that the foregoing authority shall not be in limitation of any statutory provisions relating to the same subject matter. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it and any cost incurred by the Board by reason of said lien or liens shall be specially assessed to said Owners;

(i) Certain Maintenance of Units: Maintenance and repair of any Unit as provided in this Declaration, and maintenance and repair

of any Unit as provided in this Declaration, and maintenance and repair of any unit if such maintenance or repair is necessary in the dis-cretion of the Board to protect the Common Elements, or any portion of the Buildings and the Owner or Owners of said Unit have failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been delivered by the Board to said Owner or Owners, provided that the Board shall levy a special assessment against such Unit Owner for the cost of said maintenance or repair. The Board or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Board of Association is responsible.

It may likewise enter any balcony or patio for maintenance, repairs, construction or painting. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board, at the expense of the maintenance fund. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Owner's absence from the Unit at a time when required alterations or repairs are scheduled, the management agent or his representative or any other person designated by the Board may enter the Unit immediately, whether the Owner is present or not. The board reserves the right to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key.

(j) Capital Additions and Improvements: The Board's powers hereinabove enumerated shall be limited to the extent that the Board shall have no authority to acquire or provide or pay for out of the maintenance fund any capital additions and improvements (other than for purposes of replacing or restoring portions of the Common Elements subject to all the provisions of this Declaration) having a total cost in excess of five thousand dollars ($5,000.00), nor shall the Board authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of five thousand dollars ($5,000.00), without in each case the prior approval of the Voting-Members holding two-thirds (2/3) of the total votes.

(k) Certain Utility Services to Units: The Board may pay from the maintenance fund for water and sewer taxes, waste removal and/or any utilities which are not separately metered or otherwise directly charged to individual Owners. However, the Board may discontinue such payments at any time, in which case each Owner shall be responsible for direct payment of his share of such expenses as determined by the Board. The Board reserves the right to levy additional assessments against any Owner to reimburse it for excessive use by such Owner of any utility service, the expense of which is charged to the maintenance fund.

6.09 Vouchers: All vouchers for payment of expenditure by the Board shall be signed by such officer or officers, agent or agents of the Board and in such manner as from time to time shall be determined by written resolution of the Board. In the absence of such determination by the Board, such vouchers shall be signed by the Treasurer and countersigned by the President of the Board.

6.10 Rules and Regulations:

(a) Rules: The Board, at the direction of the Voting Members having two-thirds (2/3) of the total votes, may adopt such reasonable rules and regulations as it may deem advisable for the maintenance, conservation and beautification of the Property, and for the health, comfort, safety and general welfare of the Owners and Occupants of said Property. Written notice of such rules and regulations shall be given to all Owners and Occupants and the entire Property shall at all times be maintained subject to such rules and regulations.

(b) Management: Notwithstanding any other provision herein, the Board may, after prior approval of the Voting Members having two-thirds (2/3) of the total votes, engage the services of an agent to manage the property to the extent deemed advisable by the Board.

(c) Nothing hereinabove contained shall be construed to give the Board authority to conduct an active business for profit on behalf of all of the Owners or any of them.

ARTICLE VII

BUDGET-ASSESSMENTS-MAINTENANCE FUND

7.01 Preparation of Estimated Budget: Each year on or before December 1, the Board shall estimate the total amount necessary to pay the costs of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power and other common utilities and Common Expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements and shall, on or before December 15, notify each Owner in writing as to the amount of such estimates, with reasonable itemization thereof. The Board shall apportion the cost of insurance for fire and extended coverage for those buildings, if any, containing Units among the Unit Owners of Units, not located on Individual Grounds. Said "estimated cash requirement" shall be assessed to the Owners according to By-Laws. Said assessments shall be payable as provided in the By-Laws. On or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credit according to each Owner's payment obligations to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's payment obligations to the installments due in the succeeding months after rendering of the accounting as provided in the By-Laws. "Special charges may be assessed as provided in the By-Laws".

7.02 Reserve for Contingencies and Replacements: The Board shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash require-

ment" proves inadequate for any reason, including nonpayment of any Owner's assessment, the Board may, at any time, levy a further assessment, which shall be assessed to the Owners according to the By-Laws. The Board shall serve notice of such further assessment on all Owners as provided in the By-Laws and such further assessment shall become effective as provided in the By-Laws. All Owners shall be obligated to pay the adjusted amount. At the time each Unit is first occupied, the Unit Owner shall pay (in addition to the first monthly assessment) to the manager or managing agent or as otherwise directed by the Board, an amount equal to three times the first full monthly assessment for such Unit Owner, which amount shall be used and applied as an operating reserve for common expenses in the manner herein provided.

7.03 Budget for First Year: When the first Board elected hereunder takes office, it shall determine the "estimated cash requirement" as hereinabove defined, for the period commencing thirty (30) days after said election and ending on December 31, of the calendar year in which said election occurs. Assessments shall be levied against the Owners during said period as provided in the By-Laws.

7.04 Failure to Prepare Annual Budget: The failure or delay of the Board to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered. Said payment shall be as provided in the By-Laws.

7.05 Books and Records: The Board shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance and repair expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours of week days as may be requested by the Owner. Upon ten (10) days notice to the Board and payment of a reasonable fee as fixed by the Board not to exceed Twenty-five Dollars ($25.00), any Owner shall be furnished a statement of his account, setting forth the amount of any unpaid assessments or other charges due and owing from such Owner.

7.06 Status of Collected Funds: All funds collected shall be held and expended for the purposes designated and (except for such special assessments as may be levied against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners as provided in the By-Laws.

7.07 Remedies for Failure to Pay Assessments: If any Unit Owner shall default in the payment of any charge or assessment imposed by the Board, the Board shall have the authority for and on behalf of itself and said Association and as the representative of all Unit Owners, to

exercise and enforce any and all rights and remedies as may be provided in the Act, the By-Laws, this Declaration or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments.

7.08 Rental during Foreclosure: In the event of the foreclosure of a lien for unpaid common expenses, the Unit Owner who is the defendant in such proceeding shall be required to pay a reasonable rental for such Unit.

7.09 Amendments: Except for such amendments as may be required to conform any provision of the Declaration to the requirements of law, all amendments to this Article VII shall only be effective upon unanimous written consent of the Owners and their mortgages. No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses by waiver of the use of enjoyment of any of the common areas and facilities or by abandonment of his Unit.

ARTICLE VIII

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

8.01 The Units and Common Elements shall be occupied and used as follows:

(a) Purpose: No part of the Property shall be used for other than housing and related common purposes for which the Property was designed. Each Unit or any two or more adjoining Units used together shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing. Occupancy of any unit for purposes of sleeping and residential use shall be limited to a total number of persons determined as follows: A maximum of two (2) persons per bedroom plus an added two (2) persons for the unit. Permission may be given by the Board for temporary use by a greater total number of persons for a limited period of time.

(b) Obstruction of Common Elements: There shall be no obstruction of the Common Elements, nor shall anything be stored in the Common Elements without the prior consent of the Board, except as here-inafter expressly provided. Each Owner shall be obligated to maintain and keep in good order and repair his own Unit.

(c) Hazardous Uses and Waste: Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board. No Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the Common Elements.

(d) Exterior Exposure of Building: Owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the Building, and no sign, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board.

(e) Impairment of Structural Integrity of Building: Nothing shall be done in any Unit or in, on or to the Common Elements which will impair the structural integrity of any Building or which would structurally change any Building except as is otherwise provided herein. No Unit Owner shall overload the electric wiring in the Buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

(f) Use: The real estate covered by this Declaration include therein present and possible future recreational areas and facilities. Unit Owners, members of their immediate families, guest and invitees may use these Common Elements designated for nature trails, walkways, playgrounds, parks, allied recreational areas and facilities may be used for intended purposes, including where allowed, the playing, placement of benches or chairs, and allied reasonable use thereof provided said use does not interfere with the use and enjoyment of the Common Elements by the other Unit Owners.

(g) Signs: Sales: The right is reserved by the DECLARANT, or its agent to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to place such other signs on the Property as may be required to facilitate the sale of unsold Units.

(h) Alterations of Common Elements: Nothing shall be altered or constructed in or removed from the Common Elements except upon the written consent of the Board.

(i) Parking Area: That part of the Common Elements identified in Exhibit "A" as Parking Areas shall be used by the Owners for parking purposes, subject to the exclusive rights of the respective Unit Owners. Motor homes and mobile homes shall not be parked, stored or utilized on the premises without prior Board approval. Approval shall be limited to a maximum of seventy-two (72) hours. No use shall be in violation of local ordinances or state law.

(j) Display of Model Units by DECLARANT: During the period in which sales of Units by the DECLARANT are in process, but in no event for any period extending beyond 120 months from the recording or filing of this Declaration, the DECLARANT may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the DECLARANT one or more Units for business or promotional purposes, including clerical activities, sales offices, model Units fo display and the like; provided that the activities in the Units so occupied do not interfere with the quiet enjoyment of any other Owner or Occupant.

(k) Rental of Units. Rental of a unit shall be by a written lease having a minium term of one year. A unit may be leased only to the spouse of the unit owner or to a parent, grandparent, child or grandchild or a spouse of a parent, grandparent, child or grandchild of the owner. All leases shall be submitted to the Board of the Association for review prior to occupancy of the unit by the tenants. All tenants shall, prior to occupancy, be furnished by the Unit Owner with a copy of the Declaration of Condominium, Association By-Laws and Rules and Regulations of the Association. All tenants shall comply with the provisions of the foregoing documents. The Unit Owner shall include a copy of this provision with the lease. In the event the tenants fail to comply the provisions of the foregoing documents, state laws or local ordinances, the Association shall be empowered to enforce the provisions of the foregoing documents, state laws or local ordinances against the tenants and/or the Unit Owner, including the provisions of Article XI of the Declaration of Condominium.

8.02 The By-Laws shall govern the management and operation of the Condominium, except as otherwise provided in the Declaration, including any restrictions on or requirement respecting the use and maintenance of units and the Common Elements.

ARTICLE IX

DAMAGE OR DESTRUCTION AND RESTORATION OF BUILDINGS

9.01 Insurance:

(a) Sufficient Insurance: In the event the improvements forming a part of the Property, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss, or damage, and payable by reason thereof shall be sufficient to pay the cost of repair or restoration or reconstruction shall be undertaken and the insurance proceeds shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event, within sixty (60) days after said damage, or destruction, shall occur, the Unit Owners elect either to sell the Property as hereinafter provided in Article XI or to withdraw the Property as hereinafter provided in Article XI or to withdraw the Property from the provisions of the Act, as therein provided, then such repair, restor-ation or reconstruction shall not be undertaken. In the event of damage or destruction to any single building or the buildings aggregating less than fifty percent (50%) of the total buildings, said building or buildings shall be promptly repaired or restored, subject to the provisions of Article VI Section 6.08 hereinbefore set forth.

(b) Insufficient Insurance: In the event the Property or the improvements thereon so damaged are not insured against the risk causing the loss or damage, or the insurance proceeds are not sufficient to pay the cost of repair, restoration or reconstruction, and the Unit Owners and all other parties in interest do not voluntarily make provision for reconstruction of the improvements within ninety (90) days after said damage or destruction shall occur, then the provisions of the Act in such event shall apply.

(c) Additional Insurance: Any Owner may, at said Owner's option, carry additional insurance on his Unit including coverage for any substantial improvements made therein.

(d) Any vote of the Owners required under this section shall require the affirmative vote of the Owners having 75% or more of the votes.

9.02 Substantial Restoration: Repair, restoration or reconstruction of the improvements, as used in this Article, means restoring the improvements to substantially the same condition in which they existed prior to the fire or other disaster, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

ARTICLE X

SALE OF THE PROPERTY: REMOVAL FROM CONDOMINIUM OWNERSHIP

10.01 Voluntary Sale of the Property: The Owners by affirmative vote of 75% of the total vote, at a meeting of Unit Owners called for such purpose, may elect to sell the property as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments,

and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Board within twenty (20) days after the date of the meeting at which said sale was approved shall be entitled to receive from the proceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, and the two so selected shall select a third, and the fair market value as determined by a majority of the three appraisers so selected shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

10.02 All of the Owners may remove the property from the provisions of this Declaration by executing and recording an instrument to that effect. All holders of liens affecting any of the units must consent in writing, said consent to be duly recorded, to the transfer of their lien to the percentage of undivided interest of the Unit Owner in the Property.

In the event of the removal of the property from the provisions of this Declaration, the Property shall be deemed to be owned in common by the Unit Owners. The percentage of undivided interest in the condominium shall be the percentage interest of the Unit Owner as a tenant in common.

ARTICLE XI

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

11.01 Abatement and Enjoyment: The violation of any rule, restriction, condition or regulation adopted by the Board, or the breach or default of any covenant, By-Law or provision contained herein or contained in the Act, shall give the Board the right, in addition to the rights set forth in Section 11.02 next succeeding:

(a) To enter upon the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the DECLARANT, or its successors or assigns, or the Board, or its agents, shall not thereby be deemed guilty in any manner of trespass; and,

(b) To enjoin, abate or remedy the appropriate legal proceedings, either at law or in equity, the continuance of any breach,

(c) To seek damages by appropriate legal proceedings.

11.02 Involuntary Sale: If any owner (either by his own conduct or by the conduct of any other occupant of his unit) shall violate or breach any of the covenants, By-Laws, restrictions or provisions of this Declaration or of the Act, or the regulations adopted by the Board, and such violation shall continue for thirty (30) days after notice in writing from the Board, or shall occur or shall reoccur

more than once thereafter, then the Board shall have the power to issue to the defaulting Owner a thirty day notice in writing to terminate the rights of the said defaulting Owner to continue as an Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the members of the Board against the defaulting Owner for a decree of mandatory injunction against the Owner or occupant or in the alternative a decree declaring the termination of the defaulting Owner's right to occupy , use or control the Unit owner by him on account of the breach of covenant, and ordering that all the right, title and interest of the Owner in the Property shall be sold at a judicial sale upon such notice and terms as the court shall estab-lish, except that the Court shall enjoin and restrain the defaulting Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge the lien of any then exiting mortgage, court costs, court reporter charges, reasonable attorneys' fees, and all other expenses of the proceeding and sale, and all such items shall be taxed against the defaulting Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit Ownership and, subject to the Board's rights as provided in Section 9.04 (a) hereof, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Property sold subject to this Declaration, and the purchaser shall become a member of the Association in the place and stead of the defaulting Owner.

ARTICLE XII

FORMATION OF ASSOCIATION

12.01 Formation of Association: The DECLARANT, prior to conveyance of the first unit, shall establish an association to govern the condominium. The association shall be organized as a profit or non-profit corporation or as an unincorporated association. The association shall be known as ALLENWOOD ESTATES CONDOMINIUM ASSOCIATION, INC., if incorporated, and as Allenwood Estates Condominium Association, if unincorporated. Upon the formation of such Association, every Owner shall be a member therein, which membership shall terminate upon the sale or other disposition by such member of his Unit Ownership, at which time the new Owner shall automatically become a member therein. Each Unit Owner agrees to be bound by and observe the terms and provisions of the Association's Charter, its By-Laws, and the rules and regulations promulgated from time to time by said Association, its Board of Directors and officers.

ARTICLE XIII

GENERAL PROVISIONS

13.01 DECLARANT'S Initial Rights: Until such time as the Board of Directors provided for in this Declaration is formed, and until thirty (30) days after DECLARANT shall have consumated the sale of

Units aggregating seventy-five percent (75%) of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto. The DECLARANT, or its successor, or assigns, shall exercise the power, rights, duties and functions of the Board of Directors and Association; provided, however, that the DECLARANT may relinquish such said power, rights, duties and functions at any time after consumating the sale of Units aggregating fifty-one percent (51%) of all Unit Ownerships computed as set forth in Exhibit "B" attached hereto. DECLARANT shall interpret the foregoing.

13.02 Notice to Mortgage Lendors: Upon written request to the Board, the holder of any duly recorded mortgage or trust deed against any Unit Ownership shall be given a copy of any and al notices permitted or required by this Declaration to be given to the Owner or Owners whose Unit Ownership is subject to such mortgage or trust deed.

13.03 Service of Notices on Devisees and Personal Representatives: Notices required or desired to be given to any devisee or personal representatives of a deceased Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased Owner is being administered.

13.04 Covenants to Run With Land: Each grantee of the DECLARANT by the acceptance of a deed of conveyance, or each purchaser under Articles of Agreement for Warranty Deed or Land Contract or any Contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land, and shall inure to the benefit of such owner inlike manner as though the provisions to the Declaration were recited and stipulated at length in each and every deed of conveyance.

13.05 Non-Waiver of Covenants: No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

13.06 Waiver of Damages: Neither the DECLARANT, nor its representatives or designees, shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authorities, reserved, granted or delegated to it by, or pursuant to, this Declaration, or in the DECLARANT'S capacity as developer, contractor, Owner, manager, or seller of the Property, whether or not such claim (a) shall be asserted by any Owner, Occupant, the Board or the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in case of gross negligence) ex delictu. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Property or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or

neglect of any Owner, occupant, the Board, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Property, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewerage, etc.) In the event of any dispute, the DECLARANT, its successors or assigns, shall have the option to settle same in full by repurchasing the Unit from Unit Owner for a sum equal to Unit Owner's original purchase price plus an amount equal to two (2%) percent of said purchase price.

13.07 Amendments to Declaration: The provisions of Article III, Article IV, Article VII, and Section 13.07 of this Declaration may be changed, modified, or rescinded by instrument in writing setting forth such change, modification or recission, signed and acknowledged by the Board, all of the Owners and all mortgagees having bona fide liens of record against Unit Ownerships. Other provisions of this Declaration (except Section 13.06, which may never be changed without the written consent of the DECLARANT), may be changed, modified or rescinded by an instrument in writing setting forth such change, modification or rescission, signed and acknowledged by the Board, the Owners having at least three-fourths (3/4th) of the total vote and containing an affidavit by an officer of the Board certifying that a copy of the change, modification or rescission has been mailed by certified mail to all mortgagees having bona fide liens of record against any Unit Ownership, not less than ten (10) days prior to the date of such affidavit. Such change, modification or recission shall be effective upon recording of such instrument in the office of the Register of Deeds of Kenosha County, Wisconsin, provided, however, that no provision in this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

13.08 Severability: The invalidity of any covenant, restriction, condition, limitation, or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

13.09 Perpetuities and Restraints on Alienation: If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the now living lawful descendants of Lee Sherman Dreyfus and Anthony Earl.

13.10 Interpretation of Declaration: The provisions of this Declaration shall be liberally construed to effectuate its purpose of crating a uniform plan for the development and operation of a first class condominium residential development. In the event of any controversy arising under this Declaration, same shall be submitted to arbitration under the laws of the State of Wisconsin, as a prerequisite to the commencement of any legal proceeding. Such arbitration shall be before one dis-interested arbitrator if one can be agreed upon, otherwise before three dis-interested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting the matter at issue, and one by the two thus chosen. The arbitrator or arbitrators shall determine the

controversy in accordance with the laws of the State of Wisconsin as applied to the facts found by him or them. The expense of arbitration proceeding conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in Kenosha County, Wisconsin.

13.11 Indemnity to Board Members: The members of the Board and the officers thereof or of the Association shall not be liable to the Unit Owners for any mistake or judgment or any acts or omissions made in good faith as such members or officers. The Unit Owners shall indemnify and hold harmless each of such members or officers against all contractual liability to others arising out of contracts made by such members or officers on behalf of the Unit Owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such members or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners of the Association. The liability of any Unit Owner arising out of any contract made by such members or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his percentage interest in the Common Elements bears to the total percentage interest of all the Unit Owners in the Common Elements. Each agreement made on such members or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such members or officers or the managing agent, as the case may be, as agents for the Unit Owners or the Board or Association.

13.12 Service of Process: All legal notices and service of process which may be made or given to the Unit Owners, Board of Directors or to the development parcel shall be served upon Joseph F. Madrigrano, Jr., at 1100 56th Street, Kenosha, Wisconsin 53140. The Unit Owners shall designate such successors as may be required to the aforementioned party at an annual meeting or a special meeting called in accordance with the provisions of Section 6.04 herein.

IN WITNESS WHEREOF, Housing Scene, Inc., a Corporation, has by its Officers, caused its name to be signed to these presents, this day of , 199 .

WITNESS Housing Scene, Inc.

_____ By: _____
President

_____ By: _____
Secretary

Personally came before me this, day of , A.D., 199 , David L. Gonnering , President, and Guy D. Trecroci , Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such David L. Gonnering , President and Guy D. Trecroci , Secretary of said Corporation, and acknowledged that they executed the forgoing instrument as such officers as the deed of said Corporation, by its authority.

CERTIFICATE

STATE OF WISCONSIN)
) ss
COUNTY OF KENOSHA)

Robert L. Smith, being first duly sworn, on oath deposes and states as follows:

1. That he is a duly licensed and registered surveyor in the State of Wisconsin.

2. That Exhibit "A" pages 2-4, which is attached to the above and foregoing Declaration, is an accurate copy of the Condominium as planned and developed and as filed with the appropriate governmental and public agencies having jurisdiction over the issuance of permits for the construction of buildings, where applicable, in said Condominiums.

3. That Exhibit "A", page 5-11, show the location of the Units on the premises; that Exhibit "A", shows the floor plans of the respective units; that the Unit numbers shown on Exhibit "A" are the Unit numbers designating each Unit and referred to in Exhibit "B".

4. That the plat is a correct representation of the condominium described and the identification and location of each unit and the common elements can be determined from the plat.

Executed in the presence of:

_____

_____
Robert L. Smith
Registered Land Surveyor

_____

SUBSCRIBED AND SWORN to before me
this _____ day of _____, 199 .

EXHIBIT A

LEGAL DESCRIPTION

Phase One of Allenwood Estates Condominium is described as follows:

Part of the Southeast Quarter of Section 11, Town 1 North, Range 22 East of the 4th Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as:

Commencing on the north line of said 1/4 section 1021.31 feet S 89 degrees 09' 08" W from the northeast corner of said 1/4 section; thence S 0 degrees 50' 52" E at right angles to the north line of said 1/4 section 40.00 feet to the south line of 80th Street and the point of beginning of the property to be herein described; thence continue S 0 degrees 50' 52" E 125.00 feet; thence S 89 degrees 09' 08" W 176.38 feet; thence S 30 degrees 59' 35" W 117.35 feet; thence N 85 degrees 44' 21" W 116.78 feet to the easterly line of 43rd Avenue; thence northeasterly 100.95 feet along the easterly line of said avenue, which is the arc of a circular curve concave to the southeast, said curve having a central angle of 15 degrees 37' 56", a radius of 370.00 feet, and a chord which bears N 17 degrees 59' 21" E 100.635 feet; thence northeasterly 197.44 feet along the easterly line of said avenue, which is the arc of a circular curve concave to the northwest, said curve having a central angle of 26 degrees 32' 40", a radius of 430.00 feet, and a chord which bears N 12 degrees 31' 59" E 197.44 feet; thence N 0 degrees 44' 21" W along the easterly line of said avenue 100.06 feet to the south line of 80th Street; thence N 89 degrees 09' 08" E along the south line of said street 313.54 feet to the point of beginning.

Declarant reserves the right to establish a right-of-way for Phase I and all future phases of this development for purposes of ingress and egress by any means and for any purpose, including access for future development over the following described property:

Part of the Southeast Quarter of Section 11, Town 1 North, Range 22 East of the 4th Principal Meridian, lying and being in the City of Kenosha County, Wisconsin, and being more particularly described as:

Commencing on the North line of said 1/4 section 1021.31 feet South 89 degrees 09' 08" West from the Northeast corner of said 1/4 section; thence south 0 degrees 50' 52" East at right angles to the North line of said 1/4 section 165.00 feet; thence South 89 degrees 09' 08" West 176.38 feet; thence South 30 degrees 59' 35" West 117.35 feet; thence South 7 degrees 53' 31" West 33.33 feet to the point of beginning of the following described parcel; thence continue South 7 degrees 53' 31" West 30.63 feet thence North 70 degrees 00' 21" West 100.42 feet to a point on the arc of a curve on the Easterly line of 43rd Avenue; thence Northeasterly along the arc of a curve concave to the Northwest, along the Easterly line of said Avenue 30.02 feet, said curve having a central angle of 4 degrees 00' 00", a radius of 430.00 feet, and a chord which bears North 17 degrees 59' 39" East 30.01 feet; thence South 70 degrees 00' 21" East 95.03 feet to this point of beginning.

A further easement is reserved for use by the Condominium Association and/or Declarant for utility services as determined necessary including, but not limiting thereto, storm sewers, sanitary sewers, water, electric, gas, telephone or any other utility over the following described parcel:

Part of the Southeast Quarter of Section 11, Town 1 North, Range 22 East of the 4th Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as:

Commencing on the north line of said 1/4 section 1021. 31 feet South 89 degrees 09' 08" West from the northeast corner of said 1/4 section thence south 0 degrees 50' 52" East at right angles to the north line of said 1/4 section 40.00 feet to the South line of 80th Street and the point of beginning of the property to be herein described; thence continue South 9 degrees 50' 52" East 125.00 feet; thence South 89 degrees 09' 08" West 10.00 feet; thence North 0 degrees 50' 52" West 125.00 feet to the South line of 30th Street; thence North 89 degrees 09' 08" East along said South line 10.00 feet to the point of beginning.

Declarant further designates the following described property a approved parking area for the condominium.

Part of the Southeast Quarter of Section 11, Town 1 North, Range 22 East of the 4th Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as:

Commencing on the North line of said 1/4 section 1021.31 feet South 89 degrees 09' 08" West from the Northeast corner of said 1/4 section; thence South 0 degrees 50' 52" East at right angles to the North Line of said 1/4 section 165.00 feet; thence South 89 degrees 09' 08" West 176.38 feet; thence South 30 degrees 59' 35" West 117.35 feet; thence South 7 degrees 53' 31" West 12.88 feet to the point of beginning of the following described parcel; thence continue South 7 degrees 53' 31" West 20.45 feet; thence North 70 degrees 00' 21" West 95.03 feet, to a point on an arc of a curve on the Easterly line of 43rd Avenue; thence Northeasterly along the arc of a curve concave to the Northwest, along the Easterly line of said Avenue, 20.08 feet said curve having a central angle of 2 degrees 40' 34", a radius of 430.00 feet, and chord which bears North 14 degrees 39' 22" East 20.08 feet; thence South 70 degrees 00' 21" East 92.61 feet to the point of beginning.

Declarant has provided in the Declaration for the right to expand the condominium as therein provided. The real estate subject to this right of expansion is described as follows:

Part of the Southeast Quarter of Section eleven (11), Town One (1) North, Range Twenty-Two (22) East of the Fourth Principal Meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin, and being more particularly described as:

Commencing on the north line of said quarter section 650.00 feet S 89 degrees 09' 08" W from the northeast corner of said quarter section; thence S 0 degrees 50' 52" E at right angles to the north lie of said quarter section 40.00 feet to the south line of 80th Street, and the point of beginning of the property to be herein described; thence continue S 0 degrees 50' 52" E 835.65 feet; thence S 89 degrees 09' 08" W parallel to the north line of said quarter section 770.77 feet to the easterly line of 43rd Avenue; thence N 0 degrees 44' 21" W along the easterly line of said avenue 378.22 feet; thence northeasterly 171.42 feet along the easterly line of said avenue, which is the arc of a circular curve concave to the southeast, said curve having a central angle of 26 degrees 32' 40", a radius of 370.00 feet, and a chord which N 12 degrees 31' 59" E 169.8 feet; thence northeasterly 199.21 feet along the easterly line of said avenue, which is the arc of a circular curve concave to the northwest, said curve having a central angle of 26 degrees 32' 40", a radius of 430.00 feet, and a chord which bears N 12 degrees 31' 59" E 197.44 feet; thence N 0 degrees 44' 21" W along the easterly line of said avenue 100.06 feet to the south line of 80th Street; thence N 89 degrees 09' 08" E along the south line of said street 684.85 feet to the point of beginning; EXCEPTING THEREFROM;

Part of the Southeast Quarter of Section 11, Town 1 North, Range 22 East of the 4th Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as:

Commencing on the north line of said 1/4 section 1021.31 feet S 89 degrees 09' 08" W from the northeast corner of said 1/4 section; thence S 0 degrees 50' 52" E at right angles to the north line of said 1/4 section 40.00 feet to the south line of 80th Street and the point of beginning of the property to be herein described; thence continue S 0 degrees 50' 52" E 125.00 feet; thence S 89 degrees 09' 08" W 176.38 feet; thence S 30 degrees 59' 35" W 117.35 feet; thence S 7 degrees 53' 31" W 102.50 feet; thence S 15 degrees 59' 44" W 75.00 feet; thence N 85 degrees 44' 21" W 116.78 feet to the easterly line of 43rd Avenue; thence northeasterly 100.95 feet along the easterly line of said avenue, which is the arc of a circular curve concave to the southeast, said curve having a central angle of 15 degrees 37' 56", a radius of 370.00 feet, and a chord which bears N 17 degrees 59' 21" E 100.635 feet; thence northeasterly 197.44 feet along the easterly line of said avenue, which is the arc of a circular curve concave to the northwest, said curve having a central angle of 26 degrees 32' 40", a radius of 430.00 feet, and a chord which bears N 12 degrees 31' 59" E 197.44 feet; thence N 0 degrees 44' 21" W along the easterly line of said avenue 100.06 feet to the south line of 80th Street; thence N 89 degrees 09' 08" E along the south line of said street 313.54 feet to the point of beginning.

Said parcel contains 12.629 acres of land.

The election to develop any of the above described lands shall not make it mandatory on Declarant to develop all of said lands. Declarant may, at Declarant's option, elect to cease further development on said lands as part of Allenwood Estates Condominium and to utilize and develop said remaining lands as other real estate development subject to the laws of the State of Wisconsin and the ordinances of the City of Kenosha.

LEGAL DESCRIPTION
INITIAL PHASE OF DEVELOPMENT

Part of the Southeast Quarter of Section 11, Town 1 North, Range 22 East of the 4th Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as:

Commencing on the north line of said 1/4 section 1021.31 feet S 89 degrees 09' 08" W from the northeast corner of said 1/4 section; thence S 0 degrees 50' 52" E at right angles to the north line of said 1/4 section 40.00 feet to the south line of 80th Street and the point of beginning of the property to be herein described; thence continue S 0 degrees 50' 52" E 125.00 feet; thence S 89 degrees 09' 08" W 176.38 feet; thence S 30 degrees 59' 35" W 117.35 feet; thence S 7 degrees 53' 31" W 102.50 feet; thence S 15 degrees 59' 44" W 75.00 feet; thence N 85 degrees 44' 21" W 116.78 feet to the easterly line of 43rd Avenue; thence northeasterly 100.95 feet along the easterly line of said avenue, which is the arc of a circular curve concave to the southeast, said curve having a central angle of 15 degrees 37' 56", a radius of 370.00 feet, and a chord which bears N 17 degrees 59' 21" E 100.635 feet; thence northeasterly 197.44 feet along the easterly line of said avenue, which is the arc of a circular curve concave to the northwest, said curve having a central angle of 26 degrees 32' 40", a radius of 430.00 feet, and a chord which bears N 12 degrees 31' 59" E 197.44 feet; thence N 0 degrees 44' 21" W along the easterly line of said avenue 100.06 feet to the south line of 80th Street; thence N 89 degrees 09' 08" E along the south line of said street 313.54 feet to the point of beginning.

LEGAL DESCRIPTION
PROPOSED EXPANSION

Part of the Southeast Quarter of Section Eleven (11), Town One (1) North, Range Twenty-two (22) East of the fourth Principal meridian, lying and being in the City of Kenosha, County of Kenosha and State of Wisconsin, and being more particularly described as:

Commencing on the north line of said quarter section 650.00 feet S 89 degrees 09' 08" W from the northeast corner of said quarter section; thence S 0 degrees 50' 52" E at right angles to the north line of said quarter section 40.00 feet to the south line of 80th Street, and the point of beginning of the property to be herein described; thence continue S 0 degrees 50' 52" E 835.65 feet; thence S 89 degrees 09' 08" W parallel to the north line of said quarter section 770.77 feet to the easterly line of 43rd Avenue; thence N 0 degrees 44' 21" W along the easterly line of said avenue 378.22 feet; thence northeasterly 171.42 feet along the easterly line of said avenue which is the arc of a circular curve concave to the Southeast said curve having a central angle of 26 degrees 32' 40", a radius of 370.00 feet, and a chord which bears N 12 degrees 31' 59" E 169.89 feet; thence northeasterly 19921 feet along the easterly line of said avenue, which is the arc of a circular curve concave to the northwest, said curve having a central angle 26 degrees 32' 40", a radius of 430.00 feet, and a chord which bears N 12 degrees 31' 59" E 197.44 feet; thence N 0 degrees 44' 21" W along the easterly line of said avenue 100.06 feet to south line of 80th Street; thence N 89 degrees 09' 08" E along the south line of said street 684.85 feet to the point of beginning; said parcel contains 12.629 acres of land. EXCEPTING THEREFROM:

Part of the Southeast Quarter of Section 11, Town 1 North, Range 22 East of the 4th Principal Meridian, lying and being in the City of Kenosha, Kenosha County, Wisconsin, and being more particularly described as:

Commencing on the north line of said 1/4 section 1021.31 feet S 89 degrees 09' 08" W from the northeast corner of said 1/4 section; thence S 0 degrees 50' 52" E at right angles to the north line of said 1/4 section 40.00 feet to the south line of 80th Street and the point of beginning of the property to be herein described; thence continue S 0 degrees 50' 52" E 125.00 feet; thence S 89 degrees 09' 08" W 176.38 feet; thence S 30 degrees 59' 35" W 117.35 feet; thence S 7 degrees 53' 31" W 102.50 feet; thence S 15 degrees 59' 44" W 75.00 feet; thence N 85 degrees 44' 21" W 116.78 feet to the easterly line of 43rd Avenue; thence northeasterly 100.95 feet along the easterly line of said avenue, which is the arc of a circular curve concave to the southeast, said curve having a central angle of 15 degrees 37' 56", a radius of 370.00 feet, and a chord which bears N 17 degrees 59' 21" E 100.635 feet; thence northeasterly 197.44 feet along the easterly line of said avenue, which is the arc of a circular curve concave to the northwest, said curve having a central angle of 26 degrees, 32' 40", a radius of 430.00 feet, and a chord which bears N 12 degrees 31' 59" E 197.44 feet; thence N 0 degrees 44' 21" W along the easterly line of said avenue 100.06 feet to the south line of 80th Street; thence N 89 degrees 09' 08" E along the south line of said street 313.54 feet to the point of beginning.

EXHIBIT B

The percentage ownership vested in each unit shall be subject to adjustment from time to time in accordance with the number of units developed.* The percentage ownership vested in each unit shall be subject to adjustment in the event Declarant elects to exercise Declarant's right to expand the condominium. The method of determination of the percentage of vested ownership in the common areas and facilities and obligation for common expenses is as follows:

$$\text{Percentage Ownership} = \frac{\text{Unit Square Footage} \times 100}{\text{Total Square Footage of all developed units}}$$

The determination of square footage shall be made by the Declarant. The initial percentage of ownership in common areas and facilities and pro-rata share of common expenses of the units in Allenwood Estates Condominium is as follows:

UNIT NUMBER	UNIT SQUARE FOOTAGE	PERCENTAGE OWNERSHIP
1-A	1424	7.041
1-B	1104	5.459
1-C	1424	7.041
1-D	1104	5.459
2-A	1424	7.041
2-B	1104	5.459
2-C	1424	7.041
2-D	1104	5.459
3-A	1424	7.041
3-B	1104	5.459
3-C	1424	7.041
3-D	1104	5.459
4-A	1424	7.041
4-B	1104	5.459
4-C	1424	7.041
4-D	1104	5.459

ADDENDUM I

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR ALLENWOOD ESTATES, A CONDOMINIUM

WHEREAS, the Declarant has reserved the right to add additional real estate to the real estate previously submitted to this Declaration as Phase I, and

WHEREAS, additional real estate must be from the real estate described in Article I, Section 1.01, and

WHEREAS, Declarant has advised all purchasers that the percentage of ownership of each Unit shall be adjusted as provided in Exhibit B,

NOW, THEREFORE, the Declarant, as holder of title of said real estate hereinafter described, and for the purposes hereinabove set forth and hereinbefore set forth in the Declaration recorded December 22, 1982, in Volume 1124 of Records, at pages 14-52, as Document No. 67264, Kenosha County Records, Declares as follows:

The real estate known as Phase II which is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin is legally described as set forth on the description rider as part of Exhibit "A" hereof.

Said real estate is also described and delineated on the Plat of Survey attached as Exhibit "A" of this Addendum I which, by reference hereto, is made a part hereof. Attached as Exhibit "A" of the Declaration are the floor plans of Buildings 5, 6, 7, and 8 of Phase II inclusive and made a part hereof by reference, same being Units 5A, 5C, 6A, 6C, 7A, 7C, 8A and 8C, are larger units

as shown on said plans and Units 5B, 5D, 6B, 6D, 7B, 7D, 8B and 8D, are smaller units as shown on said plans.

Exhibit "A" hereof consists of the pages designated Exhibit "A" page 1 through 3 together with the Certificate of the Surveyor designated Exhibit "A", page 2.

All Provisions of the Declaration hereinbefore described are continued in full force and effect, except as hereinafter provided. Declarant reserves the option and right to add additional real estate as added phases and to adjust the percentage ownership as provided in the Declaration. Buildings in Phase II are numbered 5-8 inclusive and shall be subject to use, occupancy, and regulation as provided in the Declaration and the By-Laws of the Association of Unit Owners.

The percentage of ownership of the units in Phase I of the condominium is hereby amended as follows pursuant to the Declaration of Condominium of Allenwood Estates, a condominium:

UNIT NUMBER	UNIT SQUARE FOOTAGE	PERCENTAGE OWNERSHIP
1-A	1424	3.521
1-B	1104	2.729
1-C	1424	3.521
1-D	1104	2.729
2-A	1424	3.521
2-B	1104	2.729
2-C	1424	3.521
2-D	1104	2.729
3-A	1424	3.521
3-B	1104	2.729
3-C	1424	3.521
3-D	1104	2.729
4-A	1424	3.521
4-B	1104	2.729
4-C	1424	3.521
4-D	1104	2.729

The percentage of ownership of the units in Phase II of the condominium is hereby initially established as follows pursuant to the Declaration of Condominium of Allenwood Estates, a condominium:

UNIT NUMBER	UNIT SQUARE FOOTAGE	PERCENTAGE OWNERSHIP
5-A	1424	3.521
5-B	1104	2.729
5-C	1424	3.521
5-D	1104	2.729
6-A	1424	3.521
6-B	1104	2.729
6-C	1424	3.521
6-D	1104	2.729
7-A	1424	3.521
7-B	1104	2.729
7-C	1424	3.521
7-D	1104	2.729
8-A	1424	3.521
8-B	1104	2.729
8-C	1424	3.521
8-D	1104	2.729

The total square footage in Phase I and Phase II is 40448. Square footage is rounded to nearest square foot.

The foregoing percentages will be subject to amendment by the addition of additional phase from the land described in the Declaration.

IN WITNESS WHEREOF, Housing Scene, Inc., a Wisconsin Corporation by its President and Secretary, caused its name to be signed to these presents this _____ day of _____, 199 .

HOUSING SCENE, INC.
A Wisconsin Corporation

By: _____
President

_____
Secretary

STATE OF WISCONSIN)
)ss
COUNTY OF KENOSHA)

Personally came before me this _____ day of _____, 199 , _____, President and _____, Secretary of the above named Corporation, to me known to be the persons who executed the foregoing instrument and to me known to be such President and Secretary of said Corporation, and acknowledged

that they executed the foregoing instrument as such officers as the deed of said Corporation, by its authority.

ADDENDUM II

DECLARATION OF CONDOMINIUM OWNERSHIP AND OF EASEMENTS, RESTRICTIONS AND COVENANTS FOR ALLENWOOD ESTATES, A CONDOMINIUM

WHEREAS, the Declarant has reserved the right to add additional real estate to the real estate previously submitted to this Declaration as Phase I and II, and,

WHEREAS, additional real estate must be from the real estate described in Article I, Section 1.01 of the Declaration, and

WHEREAS, Declarant has advised all purchasers that the percentage of ownership of each Unit shall be adjusted as provided in Exhibit B,

NOW, THEREFORE, the Declarant, as holder of title of said real estate hereinafter described, and for the purposes hereinabove set forth and hereinbefore set forth in the Declaration recorded December 22, 1982, in Volume 1124 of Records, at pages 14-52, as Document No. 697264, Kenosha County Records, and as amended, Declares as follows:

The real estate known as Phase III which is hereby submitted and subjected to the provisions of the Condominium Ownership Act of the State of Wisconsin is legally described as set forth on the description rider as part of Exhibit "A" hereof.

Said real estate is also described and delineated on the Plat of Survey attached as Exhibit "A" of this Addendum II which, by reference hereto, is made a part hereof. Attached as Exhibit "A" of this Addendum are the floor plans of Buildings 9, 10, 11, 12, and 13 of Phase III inclusive and made a part hereof by reference, same being the plans of the designated Units set forth thereon.

Exhibit "A" hereof consists of the pages designated Exhibit "A" page 1 through _____ together with the Certificate of the Surveyor designated Exhibit "A", page _____.

All provisions of the Declaration hereinbefore described are continued in full force and effect, except as hereinafter provided. Declarant reserves the option and right to add additional real estate as added phases and to adjust the percentage ownership as provided in the Declaration. Buildings in Phase III are numbered 9-13 inclusive and shall be subject to use, occupancy, and regulation as provided in the Declaration and the By-Laws of the Association of Unit Owners.

The percentage of ownership of the units in Phases I and II of the condominium is hereby amended as follows pursuant to the Declaration of Condominium of Allenwood Estates, a condominium; as filed and previously amended:

UNIT NUMBER	UNIT SQUARE FOOTAGE	PERCENTAGE OWNERSHIP
1-A	1424	2.172
1-B	1104	1.684
1-C	1424	2.172
1-D	1104	1.684
2-A	1424	2.172
2-B	1104	1.684
2-C	1424	2.172
2-D	1104	1.684
3-A	1424	2.172
3-B	1104	1.684
3-C	1424	2.172
3-D	1104	1.684
4-A	1424	2.172
4-B	1104	1.684
4-C	1424	2.172
4-D	1104	1.684
5-A	1424	2.172
5-B	1104	1.684
5-C	1424	2.172
5-D	1104	1.684
6-A	1424	2.172
6-B	1104	1.684
6-C	1424	2.172
6-D	1104	1.684
7-A	1424	2.172
7-B	1104	1.684
7-C	1424	3.521
7-D	1104	2.729
8-D	1104	2.729

TABLE OF CONTENTS FOR BY-LAWS

		Page
Article I	Plan of Unit Ownership	1
	1. Unit Ownership	1
	2. Applicability of By-Laws and Definitions	1
	3. Office	1
Article II	Board of Directors	1
	1. Number and Qualification	1
	2. Powers and Duties	2
	3. Managing Agent and Manager	2
	4. Election and Term of Office	3
	5. Removal of Members of the Board of Directors	4
	6. Vacancies	4
	7. Organization Meeting	4
	8. Regular Meetings	4
	9. Special Meetings	5
	10. Waiver of Notice	5
	11. Quorum of Board of Directors	5
	12. Fidelity Bonds	6
	13. Compensation	6
	14. Liability of the Board of Directors	6
	15. Informal Action	7
Article III	Unit Owners	7
	1. Annual Meeting	7
	2. Place of Meetings	7
	3. Special Meetings	7
	4. Notice of Meetings	8
	5. Adjournment of Meetings	8
	6. Title to Units	8
	7. Voting	8
	8. Majority of Unit Owners	9
	9. Quorum	9
	10. Majority Vote	9
	11. Action by Unanimous Consent	9
	12. Membership	9
Article IV	Officers	10
	1. Designation	10
	2. Election of Officers	10
	3. Removal of Officers	10
	4. President	10
	5. Vice President	10
	6. Secretary	11
	7. Treasurer	11
	8. Agreements, Contracts, Deeds, Checks, etc.	11
	9. Compensation of Officers	11

		Page
Article V	Operation of the Property	12
	1. Determination of Common Expenses and Common Charges	12
	2. Insurance	13
	3. Repair and Reconstruction After Damage	14
	4. Reserve for Contingencies and Replacements	15
	5. Failure to Prepare Annual Budget	16
	6. Books and Records	16
	7. Status of Collected Funds	16
	8. Remedies for Failure to Pay Assessments	17
	9. Rental During Foreclosure	18
	10. Waiver of Use	18
	11. Abatement and Enjoining of Violations	18
	12. Maintenance and Repair	18
	13. Use of Property	20
	14. Additions, Alterations or Improvements by Board of Directors	25
	15. Additions, Alterations or Improvements by Unit Owners	25
	16. Rules of Conduct	25
	17. Utilities	26
	18. Right of Access	26
Article VII	Mortgages	26
	1. Mortgage of Units	26
	2. Notice to Board of Directors	26
	3. Notice of Unpaid Common Charges	26
	4. Notice of Default	26
	5. Examination of Books	26
Article VIII	Condemnation	27
	1. Procedure	27
Article IX	Records	28
	1. Records and Audits	28
Article X	Miscellaneous	29
	1. Notices	29
	2. Invalidity	29
	3. Captions	29
	4. Gender	29

5. Waiver 30
6. Insurance Trustee 30
7. Conflicts 30
8. Relinquishment of Control 30
9. Recreation Facilities 30

Article XI Amendments to By-Laws 30
1. Amendments to By-Laws 30

(c)

BY-LAWS OF

ALLENWOOD ESTATES CONDOMINIUM ASSOCIATION, INC.

ARTICLE I

Plan of Unit Ownership

Section 1. Unit Ownership. The property located in the City of Kenosha, County of Kenosha, State of Wisconsin, (the "Property") known as Allenwood Estates, a Condominium (the "Condominium"), has been submitted to the provisions of the Wisconsin Condominium Ownership Act by a certain Declaration of Condominium (the "Declaration") recorded in the office of the Register of Deeds for Kenosha County, Wisconsin.

Section 2. Applicability of By-Laws and Definitions. These By-Laws are adopted as the By-Laws of Allenwood Estates Condominium Association, Inc. (the "Association"), a Wisconsin corporation, organized under The Wisconsin Nonstock Corporation Law to serve as an Association of unit owners under the Wisconsin Condominium Ownership Act. The provisions of these By-Laws are applicable to the Property and to the use and occupancy thereof. The term "Property" and other terms used herein shall, unless the context or the Declaration require otherwise, have the same meaning as the definitions contained in Section 703.02 of the Wisconsin Condominium Ownership Act.

Section 3. Office. The office of the Association and of the Board of Directors of the Association (the "Board of Directors" or the "Board") shall be located at 6927 39th Avenue, Kenosha, Wisconsin. The mailing address shall be 6927 39th Avenue, Kenosha, Wisconsin.
[Amended on June 14, 1987, which changed the entire section to read:
"Section 3. Office. The office of the Association and the Board of Directors of the Association (the Board of Directors or the Board) shall be located at the office of the current association accountant."]

ARTICLE II

Board of Directors

Section 1. Number and Qualification. The affairs of the Association and of the Property shall be governed by the Board of Directors. The Board of Directors shall be composed of three
[Amended on June 14, 1987, which changes text to, "six"]
[Amended on Oct. 8, 1990 at Lance Junior High School, which changes text to, "seven"] persons, all of whom shall be owners or spouses of owners or mortgagees of units, or, in the case of partnership

owners or mortgagees, shall be members or employees of such partnership, or in the case of corporate owners or mortgagees, shall be officers, stockholders, or employees or such corporation, or in the case of fiduciary owners or mortgagees, shall be the fiduciaries, or officers or employees of such fiduciaries. The number of directors may be increased by amendment of these By-Laws on proper action by the membership.

Section 2. Power and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners. The Board of Directors shall have the full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws, and rules and regulations hereunder.

[Amended on Oct. 8, 1990 at Lance Junior High School, which changed the entire section to read:

"**Section 2. Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except such powers and duties as by law or by the Declaration or by these By-Laws may not be delegated to the Board of Directors by the unit owners. The Board of Directors shall have the full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Wisconsin Condominium Ownership Act, the Declaration, these By-Laws and rules and regulations hereunder.

The Board shall appoint the following standing committees from among the unit owners:

Building Committee, consisting of five members including the First Vice President.

Grounds Committee, consisting of five members including the Second Vice President.

Finance Committee, consisting of three members including the Treasurer.

The length of terms for these committee members shall be one year beginning at the annual meeting, and they may be removed with or without cause by a majority vote of the Board at a meeting in which a quorum has been established (see Art. II, sec. 11) or by

a majority vote of the unit owners at a meeting in which a quorum has been established (see Art. II, sec. 9). The Board shall fill vacancies on these committees by appointing new members to serve for the remainder of that term immediately after the vacancy occurs. There shall be no limit on the number of terms a unit owner may serve on the Buildings, Grounds and Finance committees.

Section 2 (a). Duties of the Buildings Committees.
(1) Periodically inspect all buildings, both exterior and interior, and recommend to the Board what changes, improvements, repairs, etc. need to be made.
(2) Oversee the maintenance, repair, painting, improvements, etc. of the common areas, both exterior and interior, of all buildings.
(3) Solicit and review all bids for work to be contracted out and recommend to the Board which bids should be accepted. The Board is to consider these recommendations but shall be the sole authority in issuing contracts and shall use its own discretion in so doing.

Section 2 (b). Duties of the Grounds Committee.
(1) Periodically inspect the grounds including lawns, roads, shrubbery, driveways, bridges, the gazebo and other common area structures, and recommend to the Board what changes, improvements, repairs, etc. need to be made.
(2) Oversee snow removal, care of lawns and shrubs, including cutting, watering, fertilizing, weed control, replacement when necessary, maintenance and repair of all roads, driveways, bridges, the gazebo and other common area structures.
(3) Solicit and review all bids for work to be contracted out and recommend to the Board which bids should be accepted. The Board is to consider these recommendations but shall be the sole authority in issuing contracts and shall use its own discretion in so doing.

Section 2 (c). Duties of the Finance Committee.
(1) Review the annual budget prior to presentation at the annual meeting.
(2) Assist the Treasurer and the Board in determining amounts and specific investments of reserves for replacement funds so as to maximize interest returns and stagger maturities.
(3) Review the quarterly-to-date revenue and expenses and compare to budgeted figures.
(4) Assist the Board in soliciting of bids and selection of the Certified Public Accountant."]

Section 3. Managing Agent and Manager. The Board of Directors may employ for the property a managing agent and a manager at a compensation established by the Board of Directors to perform such duties and service as the Board of Directors shall authorize.

Section 4. Election and Term of Office. At the first annual meeting of the unit owners, the term of office of one member of the Board of Directors shall be fixed at three years, the term of office of one member of the Board of Directors shall be fixed at two years, and the term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Members of the Board of Directors. At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by two-thirds of the authorized votes of all unit owners and a successor may then and there or thereafter by [Amended on Oct. 8, 1990 at Lance Junior High, which changes text to, "be"] elected to fill the vacancy thus created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a member thereof by a vote of the unit owners, shall be filled by vote of a majority of the remaining members at a special meeting of the Board of Directors held for that purpose promptly after the occurrence of any such vacancy even though the members present at such meeting may constitute less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor shall be elected at the appropriate annual meeting of the unit owners.

Section 7. Organization Meeting. The first meeting of the members of the Board of Directors following the annual meeting of the unit owners shall be held immediately after the annual meeting, and no notice shall be necessary to the newly elected members of the Board of Directors in order legally to constitute such meeting, provided a majority of the whole Board of Directors shall be present thereat.

Section 8. Regular Meeting. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the members of the Board of Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each member of the Board of Directors, by mail or telegraph, at least three (3) business days prior to the day named for such meeting. [Amended on Oct 8, 1990 at Lance Junior High School, which changed the entire text of section eight to,

"**Section 8. Regular Meetings.** At least one regular meeting of the Board of Directors shall be held each month at such time and place as shall be determined from time to time by a majority of the members of Board. All regular meetings are to be open to attendance by the unit owners. Notice of the meetings is to be given to the unit owners in the monthly bulletin. A specified amount of time, determined by the Board, is to be reserved for comments by the unit owners in attendance. Only members of the Board of Directors may vote at these meetings."]

Section 9. Special Meetings. Special meetings of the Board of Directors may be called by the President on forty-eight (48) hours written notice to each member of the Board of Directors given personally or by mail or by telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two members of the Board of Directors.

[Amended on Oct. 8, 1990 at Lance Junior High School, which adds the paragraph:
"All special meetings are to be open to attendance by the unit owners who are to be notified at least forty-eight (48) hours in advance of such special meeting by mail, telephone or note delivered to each residence. A specified amount of time, determined by the Board of Directors, is to be reserved for comments by the unit owners in attendance. Only members of the Board may vote at these meetings."]

Section 10. Waiver of Notice. Any member of the Board of Directors may, at any time, waive notice of any meeting of the Board of Directors in writing, and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member of the Board of Directors at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all the members of the Board of Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Quorum of Board of Directors. At all meetings of the Board of Directors, a majority of the members thereof shall constitute a quorum for the transaction of business, and the votes of a majority of the members of the Board of Directors present at a meeting at which a quorum is present shall constitute the decision of the Board of Directors. If at any meeting of the Board of Directors there shall be less than a quorum present, a majority of those present may adjourn the meeting from time to time. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting originally called, may be transacted without further notice.

Section 12. Fidelity Bonds. The Board of Directors may [Amended on Aug. 8, 1988 which changes text to "must"] obtain adequate fidelity bonds for all officers and employees of the Property handling or responsible for funds. The premiums on such bonds shall constitute a common expense. If such bonds are unobtainable for any reason whatsoever or if their cost is deemed prohibitive by the Board of Directors, such bonds need not be obtained.

Section 13. Compensation. No member of the Board of Directors shall receive any compensation from the Association for acting as such.

Section 14. Liability of the Board of Directors. The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration of these By-Laws, negligence, or otherwise, except for their own individual fraudulent misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any such contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to such equal proportionate share of the total liability. Every agreement made by the Board of Directors or by the managing agent or by the manager on behalf of the Association shall provide that the members of the Board of Directors, or the managing agent, or the manager, as the case may be, are acting only as agents for the unit owners and shall have no personal liability thereunder (except as unit owners), and that the liability of the unit owners under said agreements shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to such equal proportionate share of the total liability. At the option of the Board of Directors, [Amended on Aug. 8, 1988, which eliminated the clause "At the option of the Board of Directors"] directors' liability insurance may [Amended on Aug. 8, 1988, which changed the text to "must" therefore the sentence begins, "Directors' liability insurance must"] be obtained and shall be paid for as a common expense.

Section 15. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE III

Unit Owners

Section 1. Annual Meeting. The first annual meeting of the unit owners shall be held on the 4th Saturday of June at 2:00 P.M. At such meeting, the initial Board of Directors shall resign, and all the unit owners shall elect a new Board of Directors. Thereafter, the annual meetings of the unit owners shall be held on the last Saturday in May of each succeeding year. [Amended on Aug. 8, 1988, which changes to, "last weekend of each succeeding year, or at such other reasonable time (not more than thirty days before or after such date), as may be designated by written notice of the Board delivered to the voting members not less than fifteen (15) days prior to the date fixed for said meeting."] At such meetings, the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Article II, Section 4, of the By-Laws. The unit owners may transact such other business at such meetings as may properly come before them. Until the first annual meeting of the unit owners noted above, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board.

Section 2. Place of Meetings. Meeting of the unit owners shall be held at the principal office of the Association or at such other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings. It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners having 33 - 1/3% of the authorized votes of all unit owners. The notice of any special meeting shall state the time, place, and purpose of the meeting. No business shall be transacted at a special meeting, except as stated in the notice.

Section 4. Notice of Meetings. The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special meeting of the unit owners, at least seven (7) days prior to such meeting, stating the purpose thereof as well as the time and place where it is to be held at the address of his unit or at such other address as such unit owner shall have designated by notice in writing to the Secretary. The mailing or delivery of a notice of meeting in the manner provided in this Section shall be considered service of notice.

Section 5. Adjournment of Meetings. If any meeting of unit owners cannot be held because a quorum has not attended, a majority of the authorized votes of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours from the time the original meeting was called.

[Amended on Oct. 8, 1990 at Lance Junior High School, which replaces the section to,
"**Section 5. Adjournment of Meetings.** If any meeting of unit owners cannot be held because a quorum is not present, a majority of the authorized votes of the unit owners who are present at such meeting, either in person or by proxy, may adjourn the meeting to a time not less than 48 hours nor more than 14 days from the time the original meeting was called."]

Section 6. Title to Units. Title to units may be taken in the name of an individual or in the names of two or more persons, as tenants in common or as joint tenants, in the name of a corporation or partnership, or in the name of a fiduciary.

Section 7. Voting. The owner or owners of each unit, or some person designated by such owner or owners to act as proxy on his or their behalf and who need not be an owner, shall be entitled to cast the votes appurtenant to such unit at all meetings of unit owners. The designation of any such proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Each unit owner (including the Board of Directors, if the Board of Directors or its designee shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners the votes appurtenant to each unit owners. Where ownership is in the name of two or more persons, the votes appurtenant to their unit shall be cast collectively.

Any unit owner who has a recorded statement of condominium lien filed by the Association against the unit owner's unit shall be prohibited from voting at a meeting of the Association unless

the amount necessary to release the lien has been paid prior to or at the time of the meeting.

[Amended on Aug. 8, 1988, which adds the sentence, "Each unit shall be entitled to one vote."]

Section 8. Majority of Unit Owners. As used in these By-Laws, the term "majority of unit owners" shall mean those unit owners having more than 50% of the authorized votes of all unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Article III, Section 7, of these By-Laws.

Section 9. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of unit owners having a majority of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 10. Majority Vote. The vote of a majority of unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration, or by these By-Laws.

Section 11. Action by Unanimous Consent. Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all unit owners entitled to vote thereon. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent action shall have the same force and effect as a unanimous vote.

Section 12. Membership.

(a) All unit owners shall be members of the Association. The foregoing is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Kenosha County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Kenosha County a deed or other instrument establishing a change of record title to a unit and the delivery to the Association of a certified copy of such instrument. The new owner designated by such instrument shall thereby become a member of the Association, and the membership of the prior owner shall thereby be terminated.

ARTICLE IV

Officers

Section 1. Designation. The principal officers of the Association shall be the President, the Vice President, and the Secretary-Treasurer, [Amended on Aug. 8, 1988, which restated text as, "the Vice President, the Secretary and Treasurer"] all of whom shall be elected by the Board of Directors. The Board of Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors.

[Amended on Oct. 8, 1990 at Lance Junior High School, which changes the section to read,
"Section 1. Designation. The principal officers of the Association shall be the President, First Vice President Buildings, Second Vice President of Grounds, the Secretary and the Treasurer all of whom shall be elected by the Board of Directors from among the directors. Only board members elected by the unit owners shall be voting members of the Board."]

Section 2. Election of Officers. Officers shall be elected annually by the Board of Directors at the organization meeting of each new Board of Directors and shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officers. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without causes, and his successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for such purpose.

Section 4. President. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the unit owners and of the Board of Directors. The President shall have all of the general powers and duties which are incident to the office of President of a stock corporation organized under the Wisconsin Business Corporation Law, including but not limited to the power to appoint from among the unit owners any committee which the President decides is appropriate to assist in the conduct of the affairs of the Property.

Section 5. Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice

President shall also perform such other duties as shall from time to time be imposed upon the office by the Board of Directors or by the President.

[Amended on Oct. 8, 1990 at Lance Junior High School, which replaces section 5, adds a new section 6, and renumbers the remaining sections of Article IV from section 6-9 to section 7-10,
"Section 5. First Vice President of Buildings. The First Vice President of Buildings shall take the place of the President and perform the President's duties whenever the President is absent or unable to act. The First Vice President of Buildings shall be the chairman of the buildings committee and shall also perform such duties as shall from time to time be imposed upon the office by the Board of Directors or the President.

Section 6. Second Vice President of Grounds. The Second Vice President of Grounds shall be the chairman of the Grounds committee and shall also perform such other duties as shall from time to time be imposed upon the office by the Board of Directors or the President."]

Section 6 [Renumber to "7"]. Secretary. The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors. He shall have charge of such books and papers as the Board of Directors may direct, and he shall, in general, perform all the duties incident to the office of Secretary of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 7 [Renumber to "8"]. Treasurer. The Treasurer shall have the responsibility for Association funds and securities and shall be responsible for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. He shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and he shall, in general, perform all duties incident to the office of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 8 [Renumber to "9"]. Agreements, Contracts, Deeds, Checks, etc. All agreements, contracts, deeds, leases, checks and other instruments of the Association shall be executed by any two officers of the Association or by such other person or persons as may be designated by the Board of Directors.

Section 9 [Renumber to "10"]. Compensation of Officers. No officer shall receive any compensation from the Association for acting as such.

ARTICLE V

Operation of the Property

Section 1. Determination of Common Expenses and Common Charges. Each year on or before December 1, the Board shall estimate the total amount necessary to pay the cost of wages, payroll taxes, materials, insurance, services, management fees, supplies, maintenance, repairs, landscaping, fuel, power, and other common utilities and Common Expenses, which will be required during the ensuing calendar year for the rendering of all services, together with a reasonable amount considered by the Board to be necessary for a reserve for contingencies and replacements, and shall, on or before December 15, notify each other in writing as to the amount of such estimate, with reasonable itemization thereof. [Amended on Oct. 8, 1990 at Lance Junior High School, which adds the text, "Any increase in our monthly assessment that exceeds ten percent (10%) must be approved by a majority of the owners."] Said "estimated cash requirement" shall be assessed to the Owners according to each Owner's percentage of ownership in the Common Elements as set forth in Exhibit "B" attached to the Declaration. On or before January 1 of the ensuing year, and the first of each and every month of each year, each Owner shall be obligated to pay to the Board, or as it may direct, one-twelfth (1/12th) of the assessment made pursuant to this Section. One or before the date of the Annual Meeting of each calendar year, the Board shall supply to all Owners an itemized accounting of the Common Expenses for the preceding calendar year actually incurred and paid, together with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures, plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited according to each Owner's percentage of ownership in the Common Elements to the next monthly installments due from Owners under the current year's estimate, until exhausted, and any net shortage shall be added according to each Owner's percentage of ownership in the Common Elements to the installments due in the succeeding six (6) months after rendering of the accounting.

Special charges for services rendered to less than all units shall be assessed against those units receiving the services. Certain units have fireplaces. The association will periodically cause the chimney and flue of each fireplace to be cleaned. The cost of this service shall be assessed to the unit owner receiving the benefit.

Section 2. Insurance. The Board of Directors shall be required to obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings together with air conditioning equipment, if any, and other service machinery contained therein, and all limited common areas and facilities; such insurance shall cover the Property and shall name as insureds the Association, the Board of Directors, and all unit owners and their mortgagees, as their interests may appear, in an amount equal to the full replacement value of the buildings, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Board of Directors or the insurance trustee as provided herein as trustee for all unit owners and their mortgagees as their interests may appear.

All such policies shall provide that adjustment of loss shall be made by the Board of Directors, and that the net proceeds thereof, if $10,000 or less, shall be payable to the Board of Directors, and if more than $10,000, shall be payable to the insurance trustee.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of insured, and shall provide that such policies may not be cancelled or substantially modified without at least ten days' prior written notice to all of the insureds, including all mortgagees of units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all mortgagees of units at least ten days prior to expiration of the then current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common areas and facilities without deduction for depreciation, for the purpose of determining the amount of fire insurance to be effected pursuant to this Section.

The Board of Directors shall also be required to obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Board of Directors may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner. Such public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review such limits once each year. The Board of Directors may obtain and maintain workmen's compensation insurance to the extent necessary to comply with any applicable laws.

Unit owners or their mortgagees shall not be prohibited from carrying other insurance for their own benefit provided that all policies shall contain waiver of subrogation, that the liability of the carriers issuing insurance obtained by the Board of Directors shall not be affected or diminished by reason of any such additionali nsurance carried by any unit owner, and that all reasonable efforts shall be made to place such additional insurance with the carrier issuing insurance obtained by the Board of Directors.

Each unit owner shall be responsible for his own insurance on the contents of his own unit, and his additions and improvements thereto, and decorating and furnishings and personal property therein, and his personal property stored elsewhere on the Property, and his personal liability, all to the extent not covered by the fire and liability insurance for all of the unit owners obtained by the Board of Directors.

The Board of Directors shall not be responsible for obtaining insurance on any additions, alterations, or improvements made by any unit owner to his unit unless and until such unit owner shall request the Board of Directors in writing to do so, and shall make arrangements satisfactory to the Board of Directors to reimburse the Board of Directors for any additional premiums attributable thereto; and upon the failure of such unit owner so to do, the Board of Directors shall not be obligated to apply any insurance proceeds to restore the affected units to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

Each unit owner hereby waives and releases any and all claims which he may have against any other unit owner, the Board of Directors, officers of the Association, the Declarant, the manager and managing agent of the Property, if any, and their respective employees and agents, for damage to the common areas and facilities, the units, or to any personal property located in the units or common areas and facilities, caused by fire or other casualty, to the extent that such damage is covered by fire or other form of casualty insurance.

Section 3. Repair and Reconstruction After Damage.

(a) In the event of any damage to or destruction of the Property as a result of fire or other casualty or otherwise in the amount of $10,000 or less, the Board of Directors is authorized to and shall arrange for the prompt repair and reconstruction, and the Board of Directors or the insurance trustee, as the case may be, shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and reconstruction in appropriate progress payments. Any cost of such repair and

reconstruction in excess of the insurance proceeds shall constitute a common expense, and the Board of Directors may assess all the unit owners for such deficit as part of the common charges.

By acceptance of the deed to his unit, each unit owner shall be deemed to have consented to the foregoing authorization and direction for repair and reconstruction. Such authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Article III, Section 11, of these By-Laws and shall constitute the determination by the Association to repair, reconstruct or rebuild as required by the Wisconsin Condominium Ownership Act. If, notwithstanding the foregoing provisions, such a determination is submitted to the vote of the Association, then the affirmative vote of one unit owner shall be sufficient to determine to repair and reconstruct.

(b) In the event the Property is destroyed or damaged in an amount in excess of $10,000, the Association by vote of more than 50% of the authorized votes of all unit owners shall determine with-in 90 days after such damage or destruction whether to proceed with repair, reconstruction or sale. If the Association determines to repair or reconstruct, the Board of Directors shall arrange for such repair or reconstruction in accordance with the preceding paragraph of this Section. If the Association, within 90 days after such damage in excess of $10,000, fails to make a determination of whether to repair, reconstruct, or sell, the Property shall be deemed to be owned in common by the unit owners in the same percentages as previously owned by each unit owner in the common areas and be subject to an action for partition at the suit of any unit owner, in which event, the net proceeds of sale, together with the net proceeds of insurance policies, shall be divided by the Board of Directors, or the insurance trustee, as the case may be, among all the unit owners in proportion to their respective interests in common, after first paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

Section 4. Reserve for Contingencies and Replacements. The Board of Directors shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures, not originally included in the annual estimate which may become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including nonpayment of any unit owner's assessment, the Board of Directors may, at any time, levy a further assessment, which shall be assessed to the unit owners according to each unit owner's percentage ownership in the common areas and facilities.

The Board of Directors shall serve notice of such further assessment on all unit owners by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective with the monthly maintenance payment which is due more than ten days after the delivery or mailing of such notice of further assessment. All unit owners shall be obligated to pay the adjusted monthly amount. At the time each unit is first occupied, the unit owner shall pay (in addition to the first monthly assessment) to the manager or managing agent, or as otherwise directed by the Board of Directors, an amount equal to three times the first full monthly assessment for such unit owner, which amount shall be used and applied as an operating reserve for common expenses in the manner herein provided.

Section 5. Failure to Prepare Annual Budget. The failure or delay of the Board of Directors to prepare or serve the annual or adjusted estimate on the unit owner shall not constitute a waiver or release in any manner of such unit owner's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and, in the absence of any annual estimate or adjusted estimate, the unit owner shall continue to pay the monthly maintenance charge at the then existing monthly rate established for the previous period until the monthly maintenance payment which is due more than ten days after such new annual or adjusted estimate shall have been mailed or delivered.

Section 6. Books and Records. The Board of Directors shall keep full and correct books of account in chronological order of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for inspection by any unit owner or any representative of a unit owner duly authorized in writing, at such reasonable time or times during normal business hours of weekdays as may be requested by the unit owner. Upon ten days' notice to the Board of Directors and payment of a reasonable fee as fixed by the Board of Directors not to exceed $25.00, any unit owner shall be furnished a statement of the unit owner's account, setting forth the amount of any unpaid assessments or other charges due and owing from such unit owner.

Section 7. Status of Collected Funds. All funds collected hereunder shall be held and expended for the purposes designated herein and (except for such special assessments as may be levied hereunder against less than all the unit owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use, and account of all the unit owners according to their respective common interests.

Section 8. Remedies for Failure to Pay Assessments. If any unit owner shall default in the payment of any charge or assessment imposed by the Board of Directors as herein provided, the Board of Directors shall have the authority for and on behalf of itself and the Association, and as the representative of all the unit owners, to exercise and enforce any and all rights and remedies as may be provided in the Wisconsin Condominium Ownership Act, these By-Laws, the Declaration, or otherwise available at law or in equity, for the collection of all such unpaid charges or assessments. In addition, if a unit owner is in default in the monthly payment of the aforesaid charges or assessments for 30 days, the Board of Directors may bring suit for an on behalf of itself and as representative of all the unit owners, to enforce collection thereof or to foreclose the lien therefor as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with interest at the rate of twelve per cent (12%) per annum and reasonable attorneys' fees to be fixed by the Court. To the extent permitted by any decision or any statute or law now or hereafter effective, the amount of any delinquent and unpaid charges or assessments, and interest costs and fees as above provided, shall be and become a lien or charge against the unit of the unit owner involved when payable, and may be foreclosed by an action brought in the name of the Board of Directors as in the case of foreclosure of liens against real estate. Unless otherwise provided in the Declaration, the members of the Board of Directors and their successors in office, acting on behalf of the other unit owners, shall have the power to bid in the interests so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same. Said lien shall take effect and be in force when and as provided in the Wisconsin Condominium Ownership Act; provided, however, that encumbrances (other than those constituting a first mortgage recorded prior to the making of such assessment) owned or held by or on behalf of any bank, insurance company, or savings and loan association shall be subject as to priority after written notice to said encumbrancer of unpaid common expenses only to the lien of all common expenses on the encumbered unit which become due and payable subsequent to the date said encumbrancer either takes possession of the unit, accepts a conveyance of any interest therein, or after a receiver has been appointed in a suit to foreclose such lien. Any encumbrancer from time to time may request in writing a written statement from the Board of Directors setting forth the unpaid common expenses with respect to the unit covered by its encumbrance, and, unless the request shall be complied with within 20 days, all unpaid common expenses which become due prior to the date of the making of such request shall be subordinate to the lien of such encumbrance. Any encumbrancer holding a lien on a unit may pay any unpaid common expenses payable

with respect to such unit and upon such payment, such encumbrancer shall have a lien on such unit for the amounts paid at the same rank as the lien of his encumbrance.

Each unit owner shall be obligated to pay common charges hereunder notwithstanding the fact that the unit owner may have a pending dispute with the Association on any matter.

Section 9. Rental During Foreclosure. In the event of the foreclosure of a lien for unpaid common expenses, the unit owner who is the defendant in such proceeding shall be required to pay a reasonable rental for such unit.

Section 10. Waiver of Use. No unit owner may be exempted from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas and facilities or by abandonment of the unit owner's unit.

Section 11. Abatement and Enjoining of Violations. The violation of any rule or regulation adopted by the Board of Directors, or the breach of any By-Law contained herein, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these By-Laws:

(a) To enter the unit in which, or as to which, such violation or breach exists and to summarily abate and remove at the expenses of the defaulting unit owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Directors shall not thereby be deemed guilty in any manner or trespass;

(b) To enjoin, abate, or remedy such thing or condition by appropriate legal proceedings.

Section 12. Maintenance and Repair.

(a) The Board of Directors, at its expense, shall be responsible for the maintenance, repair, and replacement of those portions, if any, of each unit which contribute to the support of a building, excluding, however, interior wall, ceiling, and floor surfaces. In addition, the Board of Directors shall maintain, repair, and replace all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services which may be located within the unit boundaries as specified in Sections 3.02 and 3.03 of the Declaration, exclusive of any portions of the foregoing which may be located at or beyond the wall outlets, which may be the responsibility of an individual unit owner under any other provision of the Declaration.

(b) Except as otherwise provided in (a) above, each unit owner shall furnish, at his expense, and be responsible for the following:

(i) All of the maintenance, repairs and replacements within his own unit together with all of the doors and windows appurtenant thereto, and all internal installations of such unit such as refrigerators, ranges, and other kitchen appliances, lighting fixtures or installations, and any portion of any utility service facilities located within the unit boundaries as specified in Sections 3.02 and 3.03 of the Declaration, provided, however, such maintenance, repairs, and replacements as may be required for the bringing of water, gas, and sewer service or electricity to the unit, shall be furnished by the Board of Directors as part of the common expenses. The Board of Directors may provide, by its rules and regulations, for ordinary maintenance and minor repairs and replacements to be furnished to units by personnel as a common expense.

(ii) All of the decorating within his own unit from time to time, including painting, wall papering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. The interior and exterior surfaces of all windows forming part of a perimeter wall of a unit shall be cleaned or washed at the expense of each respective unit owner. The use of and the coverings of the interior surfaces of such windows, whether by draperies, shades, or other items visible on the exterior of the building, shall be subject to the rules and regulations adopted by the Board of Directors. Decorating of the common areas and facilities (other than interior surfaces within the unit as above provided), and any redecorating of units to the extent made necessary by any damage to existing decorations of such units caused by maintenance, repair, or replacement work on the common areas and facilities by the Board of Directors, shall be furnished by the Board of Directors as part of the common expenses. Nothing herein contained shall be construed to impose a contractual liability upon the Board of Directors for maintenance, repair, and replacement, but the Board's liability shall be limited to damages resulting from negligence. The respective obligations of the Board of Directors and unit owners set forth in these By-laws shall not be limited, discharged, or postponed by reason of the fact that any such maintenance, repair, or replacement is required to cure a latent or patent defect in material or workmanship in the constuction of the Property, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

(c) If, due to the negligent act or omission of a unit owner, or of a member of his family, or of a guest or other authorized occupant or visitor of such unit owner, or the act of a

household pet, damage shall be caused to the common areas and facilities or to a unit or units owned by others, or maintenance, repairs, or replacements shall be required which would otherwise be a common expense, then such unit owner shall pay for such damage and such maintenance, repairs, and replacements as may be determined by the Board of Directors, subject to these By-Laws and the rules and regulations by the Board of Directors.

(d) To the extent that equipment, facilities, and fixtures within any unit or units shall be connected to similar equipment, facilities, or fixtures affecting or serving other units or the common areas and facilities, then the use thereof by the individual unit owners shall be subject to the rules and regulations adopted by the Board of Directors.

Section 13. Use of Property. The units and common areas and facilities shall be occupied and used as follows:

(a) No part of the Property shall be used for other than housing and related common purposes for which the Property was designed, including accessory buildings for the purpose of providing recreational facilities and for the sale of convenience food and related items primarily for, and to the condominium residents together with the right of the DECLARANT to maintain and operate a sales office, workshop-storage building, storage area, and model Units on the Property during development. Each Unit or any two or more adjoining Units used together shall be used as a residence at any one time for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Elements separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be determined by the Board in writing.

(b) There shall be no obstruction of the common areas and facilities, nor shall anything be stored in the common areas and facilities without the prior consent of the Board of Directors, except as hereinafter expressly provided. Each unit owner shall be obligated to maintain and keep in good order and repair his own unit.

(c) Nothing shall be done or kept in any unit or in the common areas and facilities which will increase the rate of insurance on the Property, or contents thereof, without the prior written consent of the Board of Directors. No unit owner shall permit anything to be done or kept in his unit or in the common areas and facilities which will result in the cancellation of insurance on the Property, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common areas and facilities.

(d) Unit owners shall not cause nor permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the unit, and no sign, awning, canopy, shutter, radio, or television antenna shall be affixed to or placed upon the exterior walls or roof or any part thereof, without the prior consent of the Board of Directors.

(e) No animals, rabbits, livestock, fowl, poultry, or reptiles of any kind shall be raised, bred or kept in any unit or in the common areas. If, at the time of the initial sale of each unit by Declarant, the purchaser/unit owner has a household pet consisting of either a dog or cat, the purchaser/unit owner may bring same with them and maintain same as a household pet until its death. Upon the death of the pet, same may not be replaced. During its lifetime the pet shall be kept on a leash at all times it is outside of the unit and shall be exercised only in those areas specifically designated by the Declarant or thereafter the Board. In the event the pet causes or creates a nuisance or an unreasonable disturbance, same shall be permanently removed fro the property subject to these restrictions upon three days written notice from the Board of Directors. This provision shall not apply to seeing-eye or hearing assistance trained animals.

(f) No unlawful, immoral, noxious or offensive activity shall be carried on in any unit or in the common areas and facilities nor shall anything be done therein or thereon either willfully or negligently which may be or become, in the judgment of the Board of Directors, an annoyance or nuisance to the other unit owners or occupants of units.

(g) Nothing shall be done in any unit or in, on, or to the common areas and facilities which will impair the structural integrity of any building or which would structurally change any building, except as is otherwise provided herein. No unit owner shall overload the electric wiring in any buildings, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others.

(h) No clothes, sheets, blankets, laundry, of any kind, or other articles shall be hung out or exposed on any part of the Common elements. The Common Elements and same shall be kept free and clear of rubbish, debris, and other unsightly materials. Trash, garbage, and other wastes shall be kept only in enclosed sanitary containers, and shall be disposed of in a clean, sightly, healthy and sanitary manner, and as may be prescribed from time to time by the rules and regulations of the Board. Refuse containers shall be kept inside of the garage or unit until the day [Amended on May 21, 1989, which changed text to "allow garbage to be placed

on the curb after dark the day before pickup"] same is to be picked up by the refuse hauler at which time same shall be place outside in the duly designated area: The containers, once emptied shall be returned to the inside area within twelve (12) hours after the refuse has been picked up.

(i) There shall be no parking of baby carriages or play-pens, bicycles, wagons, vehicles, toys or items of personal property on any part of the common areas and facilities, except that baby carriages, bicycles, and other personal property may be stored in a storage area designated for the purpose, and patio and balcony areas may be used for their intended purposes.

(j) No industry, business, trade, occupation, or profession of any kind, whether commercial, religious, educational, or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Property, nor except with the consent of the Board, shall any signs be maintained or permitted by any owner or any part of the Property or in any unit therein, EXCEPT that a unit owner may conduct a Home Enterprise as hereinafter provided. The Board may allow signs identifying the unit owner or occupant of a given unit and signs identifying the address of the individual unit The Board may provide for a sign or signs identifying the condominium and directional signs to be located on the Common Elements and such other signs and flags for special events as the Board deems advisable. DECLARANT or the Board may display such signs as are required by law or set forth in the rules and regulations of this Condominium. There shall be no "For Sale" or "For Rent" signs located on the Limited Common Elements, within the units, or on the Common Elements of the Condominium, except as provided in the Declaration.

(k) Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Board of Directors.

(l) That part of the common areas and facilities identified in the Declaration as parking areas shall be used by the unit owners for parking purposes, subject to the exclusive rights of the the respective unit owners. No motor homes or mobile homes may be parked, stored or used on the premises without the prior approval of the Board. Any approved use shall be for a maximum seventy-two (72) hours and must comply with local ordinances and state law.

(m) During the period in which sales of units by the Declarant are in process, may occupy or grant permission to any person or entity to occupy, with or without rental, as determined

by the Declarant one or more units in the Condominium for business or promotional purposes, including clerical activities, sales offices, model units for display and the like; provided that the activities in the units so occupied do not interfere with the quiet enjoyment of any other unit owner or occupant of a unit.

(n) The unit restrictions in paragraphs (a) and (j) of this Section 13 shall not, however, be construed in such a manner as to prohibit an owner from (a) maintaining his personal business or professional records or accounts therein; or (b) maintaining his personal professional library therein; or (c) handling his personal business or professional telephone calls or correspondence therefrom; or (d) the conducting of a Home Enterprise where the operation of same does not generate public traffic, create unsightliness, generate noxious odors or noise, and does not utilize any signs, advertising or public notices. No home enterprise shall be conducted in public view. Such uses are expressly declared customarily incident to the principal residential use and not in violation of paragraphs (a) and (j) or this Section 13.

(o) Occupancy of any unit in the Condominium shall be limited to a maximum of two persons per bedroom per Unit. No more than two individuals under the age of 18 may be occupants of a three bedroom unit and no more than one individual under the age of 18 may be an occupant of a two bedroom unit. Occupancy is defined to mean residing in the Unit for overnight or sleeping purposes and shall not be deemed to restrict or limit social entertaining.

(p) Rental of a unit shall be for a period of at least one (1) month to an individual.

(q) No exterior lighting may be installed other than as provided by DECLARANT, without the express written consent of the Board of Directors of the Association and the compliance with the restrictions of record. Prior to the establishment of the Board of Directors of the Association, any approval required from said Board shall be obtained from the DECLARANT.

(r) No draperies, curtains or screening shall be used or displayed to exterior view having other than an appearance compatble to the exterior finish of the Units. The floor coverings of any upper unit shall consist of carpeting and/or acoustical tile.

(s) No motor vehicles shall be used, stored or maintained on the real estate subject to this Declaration, except pickup trucks and standard automobiles including sedans, coupes, station wagons, convertibles, sports cars, economy cars and antique

automobiles, without the prior written consent of the Board of Directors of the Owners' Association and the compliance with the restrictions of record. This restriction shall not be construed to prohibit deliveries of products, moving of personal effects or service vehicles from having access to all units during reasonable hours or in case of emergency. This restriction shall apply to all powerdriven vehicles including trucks, except pickup trucks, recreational vehicles, motor homes, campers, all terrain vehicles, snowmobiles, motorcycles, mini-bikes and the like unless specifically exempted as hereinbefore provided. Certain vehicles may be stored in the parking area specifically designated for the storage of recreational vehicles.

In the event any unit owner, occupant, guest, invitee, family member, or licensee shall dismantle or otherwise make inoperative any motorized vehicle on the Common Elements, except for temporary and emergency repairs, and refuse to remove same within twelve (12) hours after receipt of written notice to immediately repair or remove said motorized vehicle, the Board shall have the right to enter on the Common Elements and remove therefrom said inoperative motorized vehicle. The costs of removal and storage of said vehicle shall be assessed against the unit owner and shall become collectible as herein provided for any assessment.

(t) Parking on the roadways shall be limited to guests, licensees, and invitees only, and shall be on a temporary basis only. All unit owners shall be required to park their vehicles on their parking area; as designated, or in the duly designed parking areas located elsewhere in the Condominium.

(u) No trees or shrubs may be planted or removed on the Common Elements without the prior approval of the Board.

(v) Fencing and screening or enclosing of patios or balconies shall only be done with the prior approval of the Board. The installation, repair and maintenance of same shall be the expense of the Unit Owner. Failure to repair and maintain same in a safe and sightly manner shall be grounds for the Board, at its option, to remove or repair same and access the cost of same to the Unit Owner.

(w) Special Provisions: No provisions of these By-Laws shall be deemed to nullify, void or invalidate the specific provisions as set forth in Article I of the Declaration, said provisions being deemed to take precedence over any provision of these By-Laws. The Board of Directors shall have the authority to regulate and control on behalf of all unit owners and the Association any and all mining and drilling rights, determination and operation of all duly designated adult areas and family areas, and exclusive control and jurisdiction over all underground facilities within the Common Areas of the Condominium.

The Board of Directors for the Association and/or the Association by its members may from time to time adopt certain rules and regulations which shall be made a part of these By-Laws. These rules and regulations shall be set forth as "Addendum to By-Laws" and shall be affixed to the official By-Laws of the Association and incorporated therein by reference.

Section 14. Additions, Alterations, or Improvements by Board of Directors. Whenever in the judgment of the Board of Directors, the common and limited common areas and facilities shall require additions, alterations, or improvements costing in excess of $5,000, and the making of such additions, alterations, or improvements shall have been approved by a majority of the authorized votes of all unit owners, the Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations, or improvements costing $5,000 or less may be made by the Board of Directors without approval of the unit owners and the cost thereof shall constitute a common expense.

Section 15. Additions, Alterations, or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration, or improvement in or on his unit, nor affix anything to the exterior of his unit nor erect or construct anything in the limited common area assigned to his unit without the prior written consent thereto of the Board of Directors. Any application to any governmental authority for a permit to make an addition, alteration or improvement in or on any unit shall be executed by the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor, or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration or improvement. The provisions of this Section 15 shall not apply to units owned by the Declarant until such units shall have been initially sold by the Declarant.

Section 16. Rules of Conduct. Rules and regulations concerning the use of the units and the common and limited common areas and facilities may be promulgated and amended by the Board of Directors with the approval of a majority of the unit owners. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 17. Utilities. The Board of Directors shall pay, as a common expense, all charges for water, waste removal, electricity, gas, telephone and other necessary utility services for the common areas and facilities. Each unit owner shall pay the bills for the above items consumed or used in or in connection with the unit owner's unit.

Section 18. Right of Access. A unit owner shall grant a right of access to his unit to the manager, the managing agent, and any other person authorized by the Board of Directors, the manager, or the managing agent to make inspections, to correct any condition originating in the unit and threatening another unit or a common or limited common area or facility, to install, alter, or repair mechanical or electrical services or other common facilities in the unit or elsewhere in any building, and to correct any condition which violates the provisions of any mortgage covering another unit. Requests for such entry shall be made in advance and such entry shall be schedule for a time reasonable convenient to the unit owner. However, in case of emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI

Mortgages

Section 1. Mortgage of Units. Each unit may be separately mortgaged.

Section 2. Notice to Board of Directors. A unit owner who mortgages the unit owner's unit shall notify the Board of Directors of the name and address of the mortgagee.

Section 3. Notice of Unpaid Common Charges. The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any then unpaid common charges or other default by the owner of the mortgaged unit.

Section 4. Notice of Default. The Board of Directors, when giving notice to a unit owner of a default in paying common charges or other default, shall send a copy of such notice to each holder of a mortgage covering such unit whose name and address has theretofore been furnished to the Board of Directors.

Section 5. Examination of Books. Each unit owner and each mortgagee of a unit shall be permitted to examine the books of acount of the Property at reasonable times, on business days, but nor more often than once a month.

ARTICLE VII

Condemnation

Section 1. In the event of condemnation under the Laws of Wisconsin of a portion of the premises including therein a residential building, or building, or unit, or units whereby construction of a like building or buildings or unit or units cannot be reasonably effected on the remaining premises, the proceeds of said condemnation and rights of action arising thereunder shall be disbursed as follows:

(a) To the owners of the individual units condemned, that portion of the condemnation award attributable to each owner's unit and the right of action, if any, arising thereunder and attributable to said unit, together with said owner's interest in the condemnation award for the common elements condemned plus a sum equal to said owner's interest in the remaining common elements to be paid by the remaining owners. Any condemnation award together with any right of action arising thereunder, attributable to a Unit, shall be the exclusive property of the Unit Owner insofar as said award or right of action pertains to the Unit constructed thereon.

(b) To the owners of the common elements whose residential units were not condemned, as their interests may appear. The Board shall determine whether legal action shall be brought on any right of action arising under the condemnation. Any award obtained by legal action, shall be disbursed to the owners as their common interests may appear, including the owners of those units condemned as thought they were voting members.

(c) The decision as to whether a like building, or buildings may be constructed elsewhere on the premises, shall be determined by the voting members. A favorable vote for construction shall be by fifty-one percent (51%) of the voting members and compliance with the restrictions of record. Any proposed construction shall be subject to the Laws of the State of Wisconsin and the Ordinances of the governing bodies.

(d) The condemnation of an owner's unit and its non-replacement with a like unit, shall terminate said owner's membership. The remaining members shall constitute the owners of all common elements and their interests therein shall be recomputed according to the ratio their unit bears to the total of the remaining units as set forth in this Declaration.

ARTICLE VIII

Records

Section 1. Records and Audits. The Board of Directors or the managing agent shall keep detailed records of the actions of the Board of Directors and the managing agent, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records and books of account of the Property, including a chronological listing of receipts and expenditures, as well as a separate account of each unit which, among other things, shall contain the amount of each assessment of common charges against each unit, the date when due, the amounts paid thereon, and the balance remaining unpaid.

[Amended on Oct. 8, 1990 at Lance Junior High School, which deletes the remaining original text and adds the following text, "A written report summarizing all receipts and expenditures of the Association comparing actuals to budget shall be rendered by the Board of Directors to all unit owners at least quarterly. In addition, a summary of the minutes of all meetings and of revenues and check disbursements shall be printed in the monthly bulletin. Also, an annual report of the receipts and expenditures of the Property, prepared by an independent certified public accountant, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year."]

A written report summarizing all receipts and expenditures of the Property shall be rendered by the Board of Directors to all unit owners at least quarter-annually. In addition, an annual report of the receipts and expenditures of the Property, prepared by an independent certified public accountant, shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested the same, promptly after the end of each fiscal year.

[Amended on Oct. 8, 1990 at Lance Junior High School, which adds a new section,
"Section 2. News Bulletin. The Board of Directors shall publish a monthly bulletin to contain all official notices and other information required by these By-laws, except those notices referred to in Article IX, Sec. 1, of these By-laws."]

ARTICLE IX

Miscellaneous

Section 1. Notices. All notices to the Board of Directors shall be sent by registered or certified mail, c/o the managing agent, or if there is no managing agent, to the office of the Association or to such other address as the Board of Directors may hereafter designate from time to time. All notices of violations of the By-Laws or the Declaration and notices of liens of the Associations shall be sent to the unit owner by registered or certified mail to his unit or to such other address as may have been designated by him from time to time, in writing, to the Board of Directors. In the event said notice shall also be required to be sent to mortgagees of units, such notice shall be sent by registered or certified mail to their respective addresses, as designated by them from time to time, in writing, to the Board of Directors. All notices, other than the foregoing, may be sent by first class regular mail in the aforesaid manner to unit owners and mortgagees. All notices shall be deemed to have been given when mailed, except notices of changes of address which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability, or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit, or describe the scope of these By-Laws or the intent of any provisions thereof.

Section 4. Gender. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver. No restriction, condition, obligation, or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 6. Insurance Trustee. The insurance trustee shall be a bank in the State of Wisconsin, designated by the Board of Directors and having a capital surplus and undivided profits of $1,000,000 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee and such fees and disbursements shall constitute a common expense.

Section 7. Conflicts. These By-Laws are set forth to comply with the requirements of Section 703.10 of the Wisconsin Condominium Ownership Act. In case any of these By-Laws conflict with the provisions of such Act, the provisions of such Act shall control. In case any of these By-Laws conflict with the provisions of the Declaration, these By-Laws shall control, and to the extent of any such conflict, these By-Laws shall be deemed to be an amendment to the Declaration.

Section 8. Relinquishment of Control. The Association shall have all of the powers of an association of unit owners under the Wisconsin Condominium Ownership Act. By adoption of these By-Laws and the Declarant's vote in favor thereof, the Declarant shall be deemed to have relinquished all powers, rights, duties, and functions reserved to it in Section 13.01 of the Declaration.

Section 9. Recreation Facilities. The term "common areas and facilities" as used in these By-Laws shall be deemed to include any property owned by the Association or the Board of Directors on behalf of the unit owners, notwithstanding the fact that the unit owners may not own said property in common as unit owners under the Wisconsin Condominium Ownership Act.

ARTICLE X

Amendments To By-Laws

Section 1. Amendments to By-Laws. These By-Laws may be modified or amended by the vote of sixty-seven percent (67%) of the authorized votes of all unit owners, such vote to be taken at a meeting of unit owners duly held for such purposes.

[Amended on Oct.8, 1990 at Lance Junior High School Cafeteria, which adds the paragraph, "Formal notice of all modifications or amendments to these By-laws shall be typed and distributed to the Unit owners within thirty (30) days of the time the changes are approved. The date and place of the meeting at which the changes are approved shall be stated on the notice. Unit owners are responsible for keeping their copies of the By-laws current."]