DECLARATION OF CONDOMINIUM
OF
WHISPERING HILLS – STAGE I

This Declaration is made and entered into by J. J. DEVELOPMENT CO., a limited partnership, hereinafter called Developer, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

> Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, containing 16.1 acres of land, more or less.

WHEREAS, Developer intends to improve such real property by constructing thereon, in stages, 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills";

WHEREAS, as the first stage of development, Developer is constructing 40 dwelling units in three buildings on that portion of the real property described above owned in fee by owner and which is described hereafter;

WHEREAS, Developer intends to construct a swimming pool and recreation building in a subsequent stage;

NOW, THEREFORE, for the purpose of the first stage of development, as the fee owner of the following described real property, to-wit:

> That part of Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, more particularly described as follows:
>
> That part of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.37 feet to a point; thence South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 75.00 feet to the point of beginning of the land to be described; running thence South 90° 26' 08" West on a line which lies 75.00 feet Southerly of and parallel to the North line of said 1/4 Section 460.11 feet to a point; thence South 00° 36' 06" East and parallel to the West line of said 1/4 Section 214.67 feet to a point; thence 89° 26' 08" East 132.97 feet to a point; thence North 00° 35' 36" West 67.55 feet to a point; thence North 89° 26' 08" East 80.00 feet to a point; thence South 32° 13' 16" East 189.00 feet to a point, thence North 89° 26' 08" East 148.00 feet to a point which is 45.00 feet Westerly of the East line of the West 1/2 of said 1/4 Section; thence North 00° 35' 36" West and parallel to the East line of the West 1/2 of said 1/4 Section 308.00 feet to the point of beginning. Containing 2.4898 acres of land more or less.

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISION OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Forty (40) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the 40 units located in three multi-family buildings on or to be constructed on said property and a patio (for units at ground level) or balcony (for units above ground level) and a separate storage locker and electric water heater situated in the basement of the five-family unit of the building of which a particular unit is a part and an inside automobile parking stall in a separate or attached garage building. The boundaries of each of the 40 units within the three multi-family buildings (not referring, however, to the storage lockers or water heaters) are:

   (a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the Units.
   (b) The horizontal boundaries shall be: (i) lower boundary -- the plane or planes of the surface of the base floors and (ii) upper boundary -- the plane or planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities" as distinguished from "unit common areas" on the property; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

3. A free hold estate in the "unit common areas and facilities". Such term "unit common areas and facilities" includes the entrance foyers and lobbies, hallways, basement (except for water heaters and storage lockers) and basement laundries. Such "unit common areas and facilities" are reserved for the exclusive use of the Owners of the Units in a particular building bearing the same address to which they are appurtenant.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities and an undivided interest in the unit common areas and facilities in the amount specified and established in Article IV hereof.

ARTICLE III

DESIGNATION OF UNITS

The forty (40) separate units hereby established for separate conveyance are grouped in combination of five (5) units of various models in the three (3) buildings as follows:

Building No. 1	Building No. 2	Building No. 3
Linden	Maple	Tamarack
8745 North 72nd St.	8751 North 72nd St.	8757 North 72nd St.
Unit 8745-1	Unit 8751-1	Unit 8757-1
Unit 8745-2	Unit 8751-2	Unit 8757-2
Unit 8745-3	Unit 8751-3	Unit 8757-3
Unit 8745-4	Unit 8751-4	Unit 8757-4
Unit 8745-5	Unit 8751-5	Unit 8757-5
8747 North 72nd St.	8753 North 72nd St.	8759 North 72nd St.
Unit 8747-1	Unit 8753-1	Unit 8759-1
Unit 8747-2	Unit 8753-2	Unit 8759-2
Unit 8747-3	Unit 8753-3	Unit 8759-3
Unit 8747-4	Unit 8753-4	Unit 8759-4
Unit 8747-5	Unit 8753-5	Unit 8759-5
8749 North 72nd St.	8755 North 72nd St.	
Unit 8749-1	Unit 8755-1	
Unit 8749-2	Unit 8755-2	
Unit 8749-3	Unit 8755-3	
Unit 8749-4	Unit 8755-4	
Unit 8749-5	Unit 8755-5	

The inside parking stall appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibits A, B, C and D attached hereto and made part hereof.

Each of the three multi-family Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each combination of five Units has an entrance lobby, hallways and basement. Each Unit has an inside parking stall, a storage locker in the basement, an electric water heater in the basement, an electrical heating system, and an intercommunication control panel and speaker.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the unit common areas to each Unit shall be 1/5 and the fraction of the undivided interest in the general common areas shall be 1/40 for so long as only the first stage has been constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in the Articles of Incorporation, and in the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, air conditioners, electric heaters, inter-communication system operating panel, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the electric water heater and inside garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio or balcony, as the case may be, the basement storage locker, and the inside garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general and unit common areas and the facilities exterior to said buildings, including the balconies and the patios and including the swimming pool and recreation building, but not the above-mentioned electric water heaters, basement storage lockers and inside garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are repainted.

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios or balconies, nor shall uncovered grills be used or stored on patios or balconies. Patios and balconies shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No Owner of a Unit in the buildings designated as Maple and Tamarack shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes a child or children then of the age of less than fourteen (14) years of age nor more than two (2) children of any age.

3. No Owner of a Unit in the building designated as Linden shall convey thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes a child or children of less than eight (8) years of age nor more than two (2) children of any age.

4. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in Units 1 through 5 at 8745 North 72nd Street in Building No. 1, designated as Linden. No domestic pet dog, cat or caged bird can be kept, bred, or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner and shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet.

5. No Owner shall cause or permit the general or unit common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and entries, halls, stairways, walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering in halls, stairways and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

6. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

7. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

8. The laundries provided in the basements of the buildings shall be used only between the hours of 8:00 A.M. and 9:00 P.M. Clothes shall not be dyed in washing machines and wash shall be removed from the machines immediately after washing and drying. The laundries shall be left in a clean and orderly condition after use.

9. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

10. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

11. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefor, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be

Document Number

Declaration of Condominium of
Whispering Hills - Stage 1
Affidavit of Glenn F. Rosing

8117134

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED AT 3:31 PM

08-14-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 14.00

Recording Area

Name and Return Address:
Lynn A. Ludke, Esq.
Weiss Berzowski Brady LLP
700 North Water Street, #1400
Milwaukee, WI 53202

Parcel Identification Number (PIN)

IMAGE 2651

DECLARATION OF CONDOMINIUM
OF WHISPERING HILLS – STAGE 1

AFFIDAVIT OF GLENN F. ROSING

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Glenn F. Rosing, being first duly sworn on oath, deposes and says as follows:

1. I am the president of the Whispering Hills Owners Association, Inc. Whispering Hills Owners Association, Inc. manages administers and operates all of the property in condominium status at Whispering Hills.

2. Whispering Hills is a condominium development located in the City and County of Milwaukee, Wisconsin, and was constructed in twelve stages.

3. The Declaration of Condominium of Whispering Hills, Stage 1, dated October 25, 1972, and as amended to date, (the "Declaration") covers the following described property:

> That part of Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (¼) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, more particularly described as follows: That part of the North West One-quarter (¼) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 feet to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 75.00 feet to the point of beginning of the land to be described; running thence South 90° 26' 08" West on a line which lies 75.00 feet Southerly of and parallel to the North line of said ¼ Section 460.11 feet to a point; thence South 00° 36' 06" East and parallel to the West line of said ¼ Section 214.67 feet to a point; thence 89° 26' 08" East 132.97 feet to a point; thence North 00° 35' 36" West 67.55 feet to a point; thence North 89° 26' 08" East 80.00 feet to a point; thence South 32° 13' 16" East 189.00 feet to a point; thence North 89° 26' 08" East 148.00 feet to a point which is 45.00 feet Westerly of the East line of the West ½ of said ¼ Section; thence North 00° 35' 36" West and parallel to the East line of the West ½ of said ¼

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Section 308.00 feet to the point of beginning. Containing 2.4898 acres of land more or less.

4. Article VIII Section 2 of the Declaration prohibits owners of the units in the buildings designated as Maple and Tamarack from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes a child or children under the age of 14 years or two or more than two children of any age.

5. Article VIII Section 3 of the Declaration prohibits owners of the units in the building designated as Linden from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes a child or children under the age of 8 years or two or more than two children of any age.

6. Whispering Hills Owners Association, Inc. acknowledges that the restrictions contained in Article VIII Section 2 and Article VIII Section 3 of the Declaration are prohibited by the Fair Housing Amendments Act of 1988, and therefore, are invalid and unenforceable

7. Whispering Hills Owners Association, Inc. does not enforce the restrictions contained in Article VIII Section 2 and Article VIII Section 3 of the Declaration has not enforced said restrictions since the enactment of the Fair Housing Amendments Act of 1988.

Dated 7/30/2001

Glenn F. Rosing

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 30 day of July, 2001, the above named Glenn F. Rosing to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A. Wenzel
Notary public, State of Wisconsin.
My commission 12-1-2002

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY LYNN A. LUDKE

REEL 5136 IMAGE 2653

7659979

Document Number

Amendment of Condominium Declaration

Document Title

REGISTER'S OFFICE
Milwaukee County, WI } SS
RECORDED AT -11 05 AM

DEC 3 1 1990

REEL _____ IMAGE _____

Walter R Barczak REGISTER OF DEEDS

Recording Area

Name and Return Address

Debra A. Slater
Weiss, Berzowski, Brady & Donahue LLP
700 N. Water St., #1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

7659979 #

RECORD 16.00

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(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon review of the tenancy and circumstances of the owner, grant additional periods of waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 6, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 31 day of December, 1998.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: Debra A. Slater

Debra A. Slater, c/o Weiss, Berzowski, Brady & Donahue LLP, Its Attorney
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 31st day of December, 1998, the above named Debra A. Slater to me known to be the person who executed the foregoing instrument and acknowledged the same.

Lou M. Green
Notary public, State of Wisconsin.
My commission expires 8/8/99

THIS INSTRUMENT WAS DRAFTED
BY ATTORNEY DEBRA A. SLATER

DECLARATION OF CONDOMINIUM
OF
WHISPERING HILLS – STAGE II

This Declaration is made and entered into by J. J. DEVELOPMENT CO., a limited partnership, hereinafter called Developer, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

> Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, containing 16.1 acres of land, more or less.

WHEREAS, Developer intends to improve such property by the construction thereon, in stages, of 280 separate dwelling units in 16 buildings, the entire development to be known as Whispering Hills, is completing, as a first stage, the construction of 40 dwelling units in three buildings and is now about to undertake, as a second stage, the construction of 55 dwelling units in three buildings and a swimming pool and recreation building.

NOW, THEREFORE, for the purpose of providing the site for the second stage of development of Whispering Hills, Developer, as the fee owner, by this Declaration, submits the following described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin:

> That part of Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the city of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.37 feet to a point; thence South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 383.00 feet to a point; thence South 89° 26' 08" West and parallel to the North line of said 1/4 Section 126.35 feet to the point of beginning of the land to be described; thence continuing South 89° 26' 08" West 21.65 feet to a point; thence North 32° 13' 16" West 189.00 feet to a point; thence South 89° 26' 08" West 80.00 feet to a point; thence South 00° 35' 36" East 67.55 feet to a point; thence South 89° 26' 08" West 132.97 feet to a point; thence South 00° 36' 06" East 40.33 feet to a point; thence South 89° 26' 08" West 150.00 feet to a point; thence South 00° 36' 06" East 210.00 feet to a point; thence North 89° 26' 08" East 153.00 feet to a point; thence South 00° 35' 36" East 27.30 feet to a point; thence North 89° 26' 08" East 148.00 feet to a point; thence South 00° 35' 36" East 196.70 feet to a point; thence North 89° 26' 08" East 130.00 feet to a point; thence North 00° 35' 36" West 226.31 feet to a point; thence North 18° 13' 12" East 103.39 feet to the point of beginning. The above described parcel of land contains 3.354 acres of land, more or less.

and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the immediately above described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the said immediately above described real property and improvements, together with their grantees, successors, heirs, personal representatives, devisees or assigns.

ARTICLE I

DIVISION OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Fifty-five (55) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the 55 units located in three multi-family buildings (one building with 10 units; one building with 15 units and one building with 30-units) on or to be constructed on said property; and a portion (for units at ground level) or balcony (for units above ground level); a separate storage locker in the basement of the building of which the particular unit is a part; in the case of the building's containing 10 and 15 units respectively, a water heater situated in the basement; and an inside automobile parking stall, in the case of the building's containing 10 and 15 units, in a separate or attached garage building and, in the case of the building containing 30 units, in the basement. The boundaries of each of the 55 units within the three multi-family buildings (not referring, however, to the storage lockers or the water heaters for the units in the building with 10 and 15 units) are:

   (a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the Units.
   (b) The horizontal boundaries shall be: (i) lower boundary – the plane or planes of the surface of the base floors and (ii) upper boundary – the plane or planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities" as distinguished from "unit common areas" on the property; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

3. A free hold estate in the "unit common areas and facilities". Such term "unit common areas and facilities" includes the entrance foyers and lobbies, hallways, stair cases, elevator, basement (except for water heaters and storage lockers) and basement laundries in the buildings with 10 and 15 units. Such "unit common areas and facilities" are reserved for the exclusive use of the Owners of the Units in a particular building bearing the same address to which they are appurtenant.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities and an undivided interest in the unit common areas and facilities in the amount specified and established in Article IV hereof.

ARTICLE III

DESIGNATION OF UNITS

The fifty-five (55) separate units hereby established for separate conveyance consist of one building with ten units, one building with fifteen units, and thirty units in a three-story buildings as follows:

Building No. 4

Cedar
8743 North 72nd St.

Unit 8743-1
Unit 8743-2
Unit 8743-3
Unit 8743-4
Unit 8743-5

8741 North 72nd St.

Unit 8741-1
Unit 8741-2
Unit 8741-3
Unit 8741-4
Unit 8741-5

Building No. 5

Hickory
8735 North 72nd St.

Unit 8735-101
Unit 8735-102
Unit 8735-103
Unit 8735-104
Unit 8735-105
Unit 8735-106
Unit 8735-107
Unit 8735-108
Unit 8735-109
Unit 8735-110
Unit 8735-201
Unit 8735-202
Unit 8735-203
Unit 8735-204
Unit 8735-205
Unit 8735-206
Unit 8735-207
Unit 8735-208
Unit 8735-209
Unit 8735-210
Unit 8735-301
Unit 8735-302
Unit 8735-303
Unit 8735-304
Unit 8735-305
Unit 8735-306
Unit 8735-307
Unit 8735-308
Unit 8735-309
Unit 8735-310

Building No. 6

Butternut
8729 North 72nd St.

Unit 8729-1
Unit 8729-2
Unit 8729-3
Unit 8729-4
Unit 8729-5

8727 North 72nd St.

Unit 8727-1
Unit 8727-2
Unit 8727-3
Unit 8727-4
Unit 8727-5

8725 North 72nd St.

Unit 8725-1
Unit 8725-2
Unit 8725-3
Unit 8725-4
Unit 8725-5

The inside parking stall appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibits A, B, C and D attached hereto and made part hereof.

Each of the buildings containing 10 and 15 units respectively (Cedar – 8741-8743 North 72nd St. and Butternut – 8725-8727-8729 North 72nd St.) is two stories in height and is principally of wood frame construction with exterior walls of brick veneer and wood. In these buildings, each combination of five units has an entrance lobby, hallways and basement. Each unit has an inside parking stall, a storage locker in the basement, an electric water heater in the basement, and electrical system and an intercommunication control panel. The building containing 30 units (Hickory – 8735 North 72nd St.) is three stories in height and of masonry construction. The building has an elevator and two staircases, an entrance lobby and hallways on all floors. The basement contains underground automobile parking and a room for locker storage. The heating is electrical, and the building is provided with closed circuit television for security and an intercommunication system and control panel.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the unit common areas to each unit shall be 1/5 except for the units in the 30-unit building (Hickory – 8735 North 72nd St.) and for the units in the 30-unit building it shall be 1/30. The fraction of the undivided interest in the general common areas shall be 1/95 upon completion of the second stage. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits (profits meaning receipts) and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially complete and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in the Articles of Incorporation, and in the By-Laws.

7659980

Document Number

Amendment of Condominium Declaration

Document Title

REGISTER'S OFFICE } SS
Milwaukee County, WI
RECORDED AT 11 05 AM

DEC 3 1 1998

REEL _____ IMAGE _____

Walter R Bargo REGISTER OF DEEDS

Recording Area

Name and Return Address

Debra A. Slater
Weiss, Berzowski, Brady & Donahue LLP
700 N. Water St., #1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

7659980

RECORD 16.00

2
II

AMENDMENT OF DECLARATION OF CONDOMINIUM OF
WHISPERING HILLS - STAGE II

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage II, covering the following described property:

> That part of Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (¼) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the city of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 feet to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 383.00 feet to a point; thence South 89° 26' 08" West and parallel to the North line of said ¼ Section 126.35 feet to the point of beginning of the land to be described; thence continuing South 89° 26' 08" West 21.65 feet to a point; thence North 32° 13' 16" West 189.00 feet to a point; thence South 89° 26' 08" West 80.00 feet to a point; thence South 00° 35' 36" East 67.55 feet to a point; thence South 89° 26' 08" West 132.97 feet to a point; thence South 00° 36' 06" East 40.33 feet to a point; thence South 89° 26' 08" West 150.00 feet to a point; thence South 00° 36' 06" East 210.00 feet to a point; thence North 89° 26' 08" East 153.00 feet to a point; thence South 00° 35' 36" East 27.30 feet to a point; thence North 89° 26' 08" East 148.00 feet to a point; thence South 00° 35' 36" East 196.70 feet to a point; thence North 89° 26' 08" East 130.00 feet to a point; thence North 00° 35' 36" West 226.31 feet to a point; thence North 18° 13' 12" East 163.39 feet to the point of beginning. The above described parcel of land contains 3.354 acres of land, more or less.

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 31st day of December, 1998, the above named Debra A. Slater to me known to be the person who executed the foregoing instrument and acknowledged the same.

Lori M. Green
Notary public, State of Wisconsin.
My commission expires 8/8/99

THIS INSTRUMENT WAS DRAFTED
BY ATTORNEY DEBRA A. SLATER

09650310

DOC.# 09650310

REGISTER'S OFFICE) SS
Milwaukee County, WI)

RECORDED 09/17/2008 09:30AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 13.00
FEE EXEMPT 77.25 #: 0

Document Number

Affidavit of Resolution
Title of Document

This Resolution of Whispering Hills Condominium - Stage II was enacted by Resolution of the Board of Directors.

The legal description is:
Unit 8743-1 North 72nd Street in building 4, unit 8743-2 North 72nd Street in building 4, unit 8743-3 North 72nd Street in building 4, unit 8743-4 North 72nd Street in building 4, unit 8743-5 North 72nd Street in building 4, unit 8741-1 North 72nd Street in building 4, unit 8741-2 North 72nd Street in building 4, unit 8741-3 North 72nd Street in building 4, unit 8741-4 North 72nd Street in building 4, unit 8741-5 North 72nd Street in building 4, unit 8735-101 North 72nd Street in building 5, unit 8735-102 North 72nd Street in building 5, unit 8735-103 North 72nd Street in building 5, unit 8735-104 North 72nd Street in building 5, unit 8735-105 North 72nd Street in building 5, unit 8735-106 North 72nd Street in building 5, unit 8735-107 North 72nd Street in building 5, unit 8735-108 North 72nd Street in building 5, unit 8735-109 North 72nd Street in building 5, unit 8735-110 North 72nd Street in building 5, unit 8735-201 North 72nd Street in building 5, unit 8735-202 North 72nd Street in building 5, unit 8735-203 North 72nd Street in building 5, unit 8735-204 North 72nd Street in building 5, unit 8735-205 North 72nd Street in building 5, unit 8735-206 North 72nd Street in building 5, unit 8735-207 North 72nd Street in building 5, unit 8735-208 North 72nd Street in building 5, unit 8735-209 North 72nd Street in building 5, unit 8735-210 North 72nd Street in building 5, unit 8735-301 North 72nd Street in building 5, unit 8735-302 North 72nd Street in building 5, unit 8735-303 North 72nd Street in building 5, unit 8735-304 North 72nd Streetin building 5,

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

unit 8735-305 North 72nd Street in building 5, unit 8735-306 North 72nd Street in building 5, unit 8735-307 North 72nd Street in building 5, unit 8735-308 North 72nd Street in building 5, unit 8735-309 North 72nd Street in building 5, unit 8735-310 North 72nd Street in building 5, unit 8729-1 North 72nd Street in building 6, unit 8729-2 North 72nd Street in building 6, unit 8729-3 North 72nd Street in building 6, unit 8729-4 North 72nd Street in building 6, unit 8729-5 North 72nd Street in building 6, unit 8727-1 North 72nd Street in building 6, unit 8727-2 North 72nd Street in building 6, unit 8727-3 North 72nd Street in building 6, unit 8727-4 North 72nd Street in building 6, unit 8727-5 North 72nd Street in building 6, unit 8725-1 North 72nd Street in building 6, unit 8725-2 North 72nd Street in building 6, unit 8725-3 North 72nd Street in building 6, unit 8725-4 North 72nd Street in building 6, unit 8725-5 North 72nd Street in building 6, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - Stage II, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage II, dated April 9, 1973 and recorded on April 27, 1973 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 716 or Records, at Images 846 to 851 as Document No. 4755746, and by a Condominium Plat.

Dated 9-3-08

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on 9-3-08
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Wilger

Notary Public, State of Wisconsin
My commission expires: 11-21-2010

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

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RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, it is the objective of the Association to enforce its covenants to the extent they are reasonable; and

WHEREAS, the Association believes that its non-owner occupancy provision (Declaration Article VIII, Section 1) is unreasonable as it pertains to a unit owner's family occupying the unit;

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not enforce its non-owner occupancy provision when the unit is occupied by the unit owner's immediate family members. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

The remainder of the Association's non-owner occupancy prohibition shall remain in effect and enforceable.

Amendment Considered
At Meeting, 8/26/08 (Date)
Motion made by: Michael Holz
Seconded: yes
(Yes/No)

In Favor: all
Opposed: none

Signed: Peggy Bridgeman
Secretary

09460643

DOC.# 09460643

REGISTER'S OFFICE I SS
Milwaukee County, WI

RECORDED 07/10/2007 01:46PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 15.00

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Document Number

Affidavit of Resolution
Title of Document

This Resolution of Whispering Hills Condominium - Stage II was enacted by Resolution of the Board of Directors.

The legal description is:
Unit 8743-1 North 72nd Street in building 4, unit 8743-2 North 72nd Street in building 4, unit 8743-3 North 72nd Street in building 4, unit 8743-4 North 72nd Street in building 4, unit 8743-5 North 72nd Street in building 4, unit 8741-1 North 72nd Street in building 4, unit 8741-2 North 72nd Street in building 4, unit 8741-3 North 72nd Street in building 4, unit 8741-4 North 72nd Street in building 4, unit 8741-5 North 72nd Street in building 4, unit 8735-101 North 72nd Street in building 5, unit 8735-102 North 72nd Street in building 5, unit 8735-103 North 72nd Street in building 5, unit 8735-104 North 72nd Street in building 5, unit 8735-105 North 72nd Street in building 5, unit 8735-106 North 72nd Street in building 5, unit 8735-107 North 72nd Street in building 5, unit 8735-108 North 72nd Street in building 5, unit 8735-109 North 72nd Street in building 5, unit 8735-110 North 72nd Street in building 5, unit 8735-201 North 72nd Street in building 5, unit 8735-202 North 72nd Street in building 5, unit 8735-203 North 72nd Street in building 5, unit 8735-204 North 72nd Street in building 5, unit 8735-205 North 72nd Street in building 5, unit 8735-206 North 72nd Street in building 5, unit 8735-207 North 72nd Street in building 5, unit 8735-208 North 72nd Street in building 5, unit 8735-209 North 72nd Street in building 5, unit 8735-210 North 72nd Street in building 5, unit 8735-301 North 72nd Street in building 5, unit 8735-302 North 72nd Street in building 5, unit 8735-303 North 72nd Street in building 5, unit 8735-304 North 72nd Strectin building 5, unit 8735-305 North 72nd Street in building 5, unit 8735-306 North 72nd Street in building 5, unit 8735-307 North 72nd Street in building 5, unit 8735-308 North 72nd Street in building 5, unit 8735-309 North 72nd Street in building 5, unit 8735-310 North 72nd Street in building 5, unit 8729-1 North 72nd Street in building 6, unit 8729-2 North 72nd Street in building 6, unit 8729-3 North 72nd Street in building 6, unit 8729-4 North 72nd Street in building 6, unit 8729-5 North 72nd Street in building 6, unit 8727-1 North 72nd Street in building 6, unit 8727-2 North 72nd Street in building 6, unit 8727-3 North 72nd Street in building 6, unit 8727-4 North 72nd Street in building 6, unit 8727-5 North 72nd Street in building 6, unit 8725-1 North 72nd Street in building 6, unit 8725-2 North 72nd Street in building 6, unit 8725-3 North 72nd Street in building 6, unit 8725-4 North 72nd Street in building 6, unit 8725-5 North 72nd Street in building 6, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - Stage II, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage II, dated April 9, 1973 and recorded on April 27, 1973 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 716 or Records, at Images 846 to 851 as Document No. 4755746, and by a Condominium Plat.

Dated July 10, 2007

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on July 10, 2007
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jessica L. Boeldt
Notary Public, State of Wisconsin
My commission expires: is permanent

JESSICA L. BOELDT NOTARY PUBLIC STATE OF WISCONSIN

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

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RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, the Association wishes to comply with all fair housing laws;

WHEREAS, the Association wishes to comply with HUD Handbook 4265.1, Chapter 12, Paragraph 12-5(I), in order to remain on the FHA's approved condominium list for lending to unit owners or prospective unit owners;

WHEREAS, the Declaration of Condominium contains a Right of First Refusal which states as follows:

> An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigned, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within ten (10) day period, the Owner shall have the right continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the

particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act of the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not implement any Right of First Refusal on any unit at the condominium. The above-cited Declaration provision is hereby null and void.

Amendment Considered
At Meeting, June 19, 2007 (Date)
Motion made by: Catherine Ansay
Seconded: Yes
(Yes/No)

In Favor: 4
Opposed: 0

Signed: _____
Secretary

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, air conditioners, electric heaters, inter-communication system operating panel, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) if a water heater is situated outside of a Unit and if the inside garage stall has an overhead door used only in connection with the particular stall, keep and maintain in good condition any repair and place the electric water heater and inside garage overhead door appurtenant to the particular Unit and (d) keep and maintain in good and orderly condition the patio or balcony, as the case may be, the basement storage locker, and the inside garage stall appurtenant to the particular building.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general and unit common areas and the facilities exterior to said buildings, including the balconies and the patios and including the swimming pool and recreation building, but not the above-mentioned electric water heaters, basement storage lockers and inside garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are repainted.

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios or balconies, nor shall grills be used or stored on patios or balconies, unless they are of the type using a cover in place in use. Patios and balconies shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for handling or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No Owner of a Unit in the buildings designated as Cedar and Hickory shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes a child or children then of the age of less than fourteen (14) years of age nor more than two (2) children of any age.

3. No Owner of a Unit in the building designated as Butternut, except for units bearing the address 8727-8729 North 72nd Street, shall convey thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes more than two (2) children of any age. For Units in Butternut bearing the address 8725 North 72nd Street, no Owner shall convey thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise, who has a household for residence therein which includes a child or children under the age of fourteen (14) years, nor more than two (2) children of any age.

4. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat, or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in 8725-8727-8729 North 72nd Street in Building No. 6 designated as Butternut. No domestic pet dog, cat or caged bird can be kept, bred, or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner and shall be walked only in designated open areas and all droppings must be picked up, and disposed of by the person in control of such pet.

5. No Owner shall cause or permit the general or unit common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and entries, halls, stairways, walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering in halls, stairways and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

6. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

7. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

8. The laundries provided in the basements of the buildings, Cedar and Butternut shall be used only between the hours of 8:00 A.M. and 9:00 P.M. Clothes shall not be dyed in washing machines and wash shall be removed from the machines immediately after washing and drying. The laundries shall be left in a clean and orderly condition after use.

9. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

10. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

11. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefor, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be

made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26 Wisconsin Statutes 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continue in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall be reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDONIMIUM PROPERTY

Developer expressly reserves unto itself, its successors, and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold, or

3. In any event until no later than on January 1, 1982; the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws.

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

(f) Developer or its successors may execute, deliver and record in the Office of the Register of Deeds for Milwaukee, Milwaukee County, Wisconsin, such instruments, if any, as may be required to effectuate the provisions of Article XIII.

ARTICLE XV

AMENDMENT OF DECLARATION

This Declaration may be amended from time to time by the affirmative vote or written consent of at least two-thirds (2/3) of the Unit Owners, except that, no amendment shall diminish the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 8755 North 72nd Street, Milwaukee, Wisconsin 53222, as registered agent for Sileno Development, Inc., general partner of J. J. Development Co., a limited partnership or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Developer, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the Owner or occupant of the Unit is present or not, and, upon prior request and at times convenient for the Owner or occupant, to make installations, alterations or repairs.

ARTICLE XVIII

SEVERABILITY

The invalidity of any provision contained in this Declaration by judgment or Court Order or otherwise shall in no way affect any other provisions herein contained.

Dated at Milwaukee, Wisconsin, this 19th day of April, 1973.

J. J. DEVELOPMENT CO.,
a Limited Partnership

by SILENO DEVELOPMENT, INC.,
General Partner

By: /s/ Joseph Sileno
President

Signature of Joseph Sileno, President of Sileno Development, Inc., general partner of J. J. Development Co., a limited partnership, authenticated this 19th day of April, 1973.

/s/ Tom E. Hayes

Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz. Member State Bar

This instrument was drafted by:
Tom E. Hayes, Attorney

DECLARATION OF CONDOMINIUM OF WHISPERING HILLS – STAGE III

This Declaration is made and entered into by J. J. DEVELOPMENT CO., a limited partnership, hereinafter called Developer, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, containing 16.1 acres of land, more or less.

WHEREAS, Developer may improve such real property by constructing thereon, in stages of up to 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills";

WHEREAS, Developer has or is constructing in Stages I and II 40 dwelling units in three buildings and 55 dwelling units in three buildings, respectively, and Stage II also includes a swimming pool and recreation building, and

WHEREAS, as the third stage of development, Developer is constructing 12 dwelling units in one building on that portion of the real property described above owned in fee by owner and which is described hereafter;

NOW, THEREFORE, for the purpose of the third stage of development, as the fee owner of the following described real property, to-wit:

That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 383.00 ft. to the point of beginning of the land to be described; thence continuing South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 228.67 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence North 00° 35' 36" West 73.98 ft. to a point; thence North 18° 13' 12" East 163.39 ft. to a point; thence North 89° 26' 08" East 126.35 to the point of beginning. The above described parcel of land contains 0.846 acres of land.

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISIONS OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Twelve (12) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the 12 units in the single multi-family building on or to be constructed on said property, and an adjacent patio at the rear of each unit and an enclosed stall in one of three separate and detached garage buildings. The boundaries of each of the 12 units within the multi-family building are:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit.
(b) The horizontal boundaries shall be: (i) lower boundary – the plane of the lower surface of the concrete basement slab; (ii) upper boundary – the planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities"; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities in the amount specified and established in Article IV hereof.

ARTICLE III

DESIGNATION OF UNITS

The twelve (12) separate units hereby established for separate conveyance as one building also designated as Willow are as follows:

8701 North 72nd Street	8709 North 72nd Street	8717 North 72nd Street
8703 North 72nd Street	8711 North 72nd Street	8719 North 72nd Street
8705 North 72nd Street	8713 North 72nd Street	8721 North 72nd Street
8707 North 72nd Street	8715 North 72nd Street	8723 North 72nd Street

The garage appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibit A and B attached hereto and made part hereof.

Each of the Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each Unit includes a separate basement, water heater, gas heating unit, and central air conditioning.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the general common areas shall be 1/107 for so long as only the first three stages are constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in Articles of Incorporation, and the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, central air conditioning, gas heating system, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the individual garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio, the basement and the garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general common areas and the facilities exterior to said buildings, including the patios and including the swimming pool and recreation buildings, but not the above-mentioned air conditioners, gas heaters, water heaters, and garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios, nor shall uncovered grills be used or stored on patios. Patios shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No owner shall convey title thereto or permit occupancy thereof by a grantee or occupant, under lease or otherwise who has a household residence therein which includes a child or children then of the age of less than eight (8) years of age in Units 8711 thru 8723 inclusive nor more than two (2) children of any age. For Units bearing the address of 8701 thru 8709 inclusive, who has a household residence therein which includes a child of any age nor more than three (3) children of any age.

3. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in Units 8701-03-05-07-09 North 72nd Street. No domestic pet dog, cat or caged bird can be kept, bred, or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner and shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet, the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

4. No Owner shall cause or permit the general common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering on sidewalks and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

5. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

6. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

AMENDMENT OF DECLARATION OF CONDOMINIUM OF
WHISPERING HILLS - STAGE III

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage III, covering the following described property:

> That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 383.00 ft. to the point of beginning of the land to be described; thence continuing South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 228.67 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence North 00° 35' 36" West 73.98 ft. to a point; thence North 18° 13' 12" East 163.39 ft. to a point; thence North 89° 26' 08" East 126.35 to the point of beginning. The above described parcel of land contains 0.846 acres of land.

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon review of the tenancy and circumstances of the owner, grant additional periods of

waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 6, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 31st day of December, 1998.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: _____
Debra A. Slater, c/o Weiss, Berzowski, Brady & Donahue LLP, Its Attorney
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 31st day of December, 1998, the above named Debra A. Slater to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary public, State of Wisconsin.
My commission expires 6/8/99

THIS INSTRUMENT WAS DRAFTED
BY ATTORNEY DEBRA A. SLATER

AMENDMENT TO DECLARATION OF CONDOMINIUM OF WHISPERING HILLS - STAGE III

Pursuant to the provisions of section 703.09(2), Wis. Stats. and Article XV of the Declaration of Condominium of Whispering Hills - Stage III, recorded on April 30, 1976, as Document No. 4997688, Reel 924, Images 1262-68, inclusive (the "Declaration"), Whispering Hills Owners Association, Inc., a Wisconsin corporation, hereby amends the Declaration as follows:

R E C I T A L S:

A. There are twelve condominium units located within Stage III. Of those twelve, six have pet restrictions and six do not.

B. At the request of the seller of a Stage III unit that is subject to the pet restrictions, at lease two-thirds of the unit owners at Stage III have provided the Association with their written consent to amend the Declaration to delete the pet restrictions entirely. This written consent meets the requirements of sec. 703.09(2), Wis. Stats., and Article XV of the Declaration.

C. The consenting unit owners referenced above have also provided the Association with their mortgagees' approval to the amendment as required by sec. 703.09(2), Wis. Stats., and Article XV of the Declaration.

D. All of the requirements of sec. 703.09(2), Wis. Stats., and Article XV of the Declaration that must be met in order to amend the Declaration to delete the pet restriction, have been met.

NOW, THEREFORE, for the purpose of amending the Declaration as it relates to the pet restriction and for only that purpose, the Whispering Hills Owners Association, Inc., hereby amends the Declaration of Condominium of Whispering Hills - Stage III as follows:

1. Amendment of Article VIII paragraph 3. Article VIII, paragraph 3 is amended to read as follows:

> 3. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept within the condominium. No domestic pet dog, cat or caged bird can be kept, bred, or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner and shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet, the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

2. Remaining Articles Unchanged. Except as otherwise indicated in paragraph 1, above, all of the remaining Articles in the Declaration remain unchanged and unaffected.

3. Legal Description. The legal description of the property subject to this amendment is:

> That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89°26'08" West along the North line of said 1/4 Section 1360.37 ft. to a point; thence South 00°35'36" East

and parallel to the East line of the West 1/2 of said 1/4 Section 383.00 ft. to the point of beginning of the land to be described; thence continuing South 00°35'36" East and parallel to the East line of the West 1/2 of said 1/4 Section 228.67 ft. to a point; thence South 89°26'08" West 179.04 ft. to a point; thence North 00°35'36" West 73.98 ft. to a point; thence North 18°13'12" East 163.39 ft. to a point; thence North 89°26'08" East 126.35 to the point of beginning. The above described parcel of land contains 0.846 acres of land.

IN WITNESS WHEREOF, Whispering Hills Owners Association, Inc. has caused this Amendment to Declaration of Condominium of Whispering Hills - Stage III to be signed by its President and duly attested by its Secretary this 31st day of August, 1994.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: Kathleen J Cullen
Kathleen Cullen, President

Subscribed and sworn to before
me this 31st day of August, 1994.

Notary public, State of Wisconsin.
My commission December 7, 1994.

ATTEST:

Marilyn Hadley, Secretary

Subscribed and sworn to before
me this 31st day of August, 1994.

Notary public, State of Wisconsin.
My commission December 7, 1994.

This instrument was drafted by:

Attorney Debra A. Slater
Weiss, Berzowski, Brady & Donahue
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202.

AUTHENTICATION

Signatures of Kathleen Cullen and Marilyn Hadley authenticated this 31st day of August, 1994.

By: Debra A. Slater
Member State Bar of Wisconsin
State Bar No.: 1000081

DECLARATION OF CONDOMINIUM
OF WHISPERING HILLS – STAGE III

AFFIDAVIT OF GLENN F. ROSING

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Glenn F. Rosing, being first duly sworn on oath, deposes and says as follows:

1. I am the president of the Whispering Hills Owners Association, Inc. Whispering Hills Owners Association, Inc. manages administers and operates all of the property in condominium status at Whispering Hills.

2. Whispering Hills is a condominium development located in the City and County of Milwaukee, Wisconsin, and was constructed in twelve stages.

3. The Declaration of Condominium of Whispering Hills, Stage III, dated November 12, 1973, and as amended to date, (the "Declaration") covers the following described property:

> That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 383.00 ft. to the point of beginning of the land to be described; thence continuing South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 228.67 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence North 00° 35' 36" West 73.98 ft. to a point; thence North 18° 13' 12" East 163.39 ft. to a point; thence North 89° 26' 08" East 126.35 to the point of beginning. The above described parcel of land contains 0.846 acres of land.

4. Article VIII Section 2 of the Declaration prohibits owners of Units 8711 through 8723 from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes one or more children under eight years of age or more than two children of any age. It also prohibits owners of Units 8701 through 8709 from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than three children of any age.

5. Whispering Hills Owners Association, Inc. acknowledges that the restrictions contained in Article VIII Section 2 of the Declaration are prohibited by the Fair Housing Amendments Act of 1988, and therefore, are invalid and unenforceable

6. Whispering Hills Owners Association, Inc. does not enforce the restrictions contained in Article VIII Section 2 of the Declaration has not enforced said restrictions since the enactment of the Fair Housing Amendments Act of 1988.

Dated 7/30/2001.

Glenn F. Rosing

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 30 day of July, 2001, the above named Glenn F. Rosing to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Ulrich
Notary public, State of Wisconsin.
My commission 12-1-2002

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY LYNN A. LUDKE

7. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

8. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

9. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises, shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or reapir within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutues 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continued in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall ve reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to

obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDOMINIUM PROPERTY

Developer expressly reserves unto itself, its successors, and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold, or

3. In any event until no later than on January 1, 1982; the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws:

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

(f) Developer or its successors may execute, deliver and record in the Office of the Register of Deeds for Milwaukee, Milwaukee County, Wisconsin, such instruments, if any, as may be required to affectuate the provisions of Article XIII.

ARTICLE XV

AMENDMENT OF DECLARATION

This Declaration may be amended from time to time by the affirmative vote or written consent of at least two-thirds (2/3) of the Unit Owners, except that, no amendment shall diminish the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 8755 North 72nd Street, Milwaukee, Wisconsin 53222, as registered agent for Sileno Development, Inc., general partner of J. J. Development Co., a limited partnership or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Developer, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the Owner or occupant of the Unit is present or not, and, upon prior request and at times convenient for the Owner or occupant, to make installations, alterations or repairs.

ARTICLE XVIII

SEVERABILITY

The invalidity of any provision contained in this Declaration by judgment or Court Order or otherwise shall in no way affect any other provisions herein contained.

Dated at Milwaukee, Wisconsin, this 12th day of November, 1973.

J. J. DEVELOPMENT CO.,
a Limited Partnership

by SILENO DEVELOPMENT, INC.
General Partner

By: Joseph Sileno
President

Signature of Joseph Sileno, President of Sileno Development, Inc., general partner of J. J. Development Co., a limited partnership, authenticated this 12th day of November, 1973.

Mary Bramer

Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz. Notary Public, Milwaukee County
My Commission Expires: 12/1/74

This instrument was drafted by:
Tom E. Hayes, Attorney

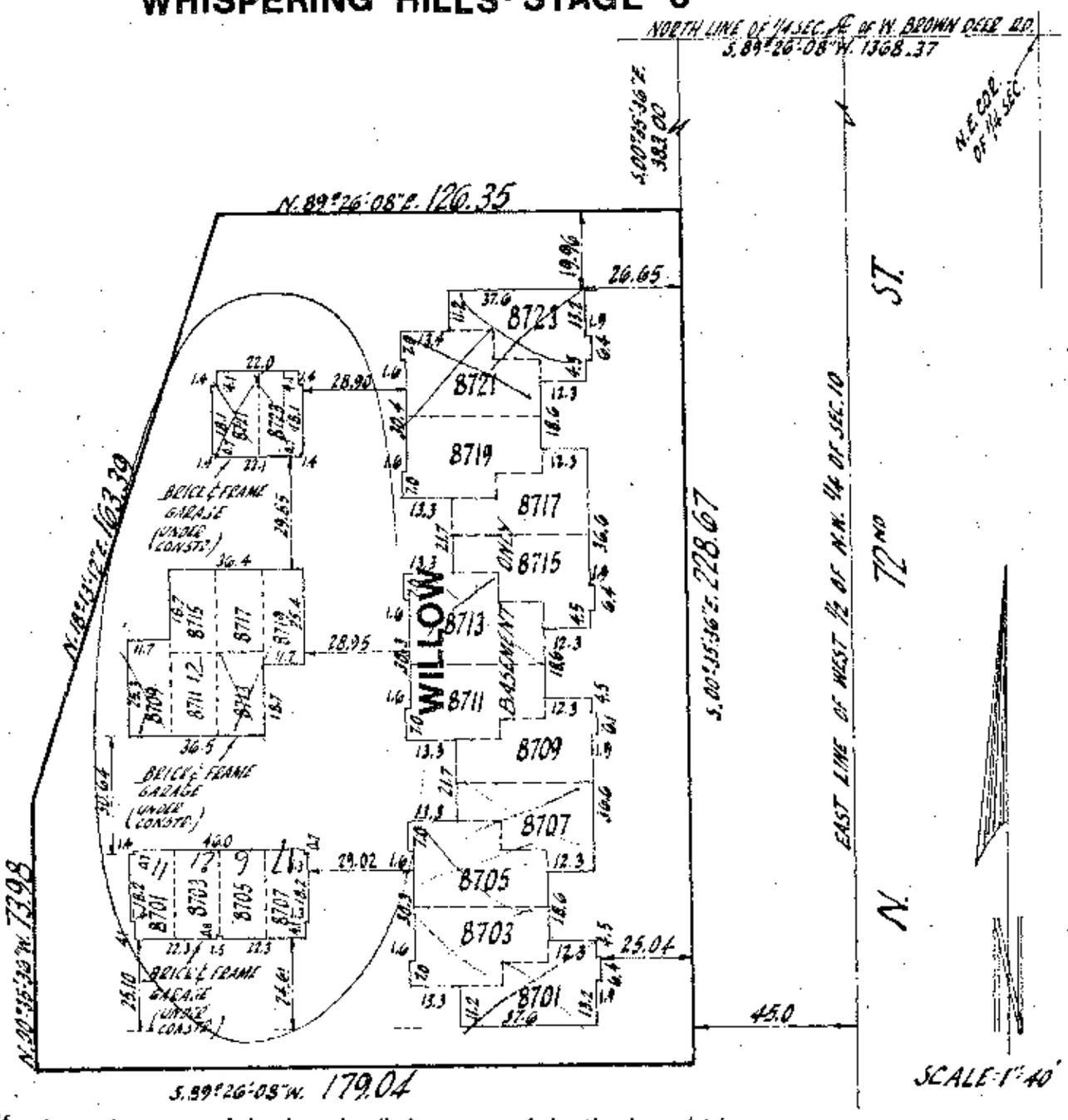
EXHIBIT · A
Plat of Survey

That part of the NW 1/4 of Section 10, T 8 N, R 21 E, in the City of Milwaukee Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section) thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 383.00 ft. to the point of beginning of the land to be described;

thence continuing South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 228.67 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence North 00° 35' 36" West 73.98 ft. to a point; thence North 18° 13' 12" East 163.39 ft. to a point; thence North 89° 26' 08" East 126.35 ft. to the point of beginning.
The above described parcel of land contains 0.846 acres of land.

SEPTEMBER 18, 1973 SURVEY NO. 130603-S

WHISPERING HILLS · STAGE · 3



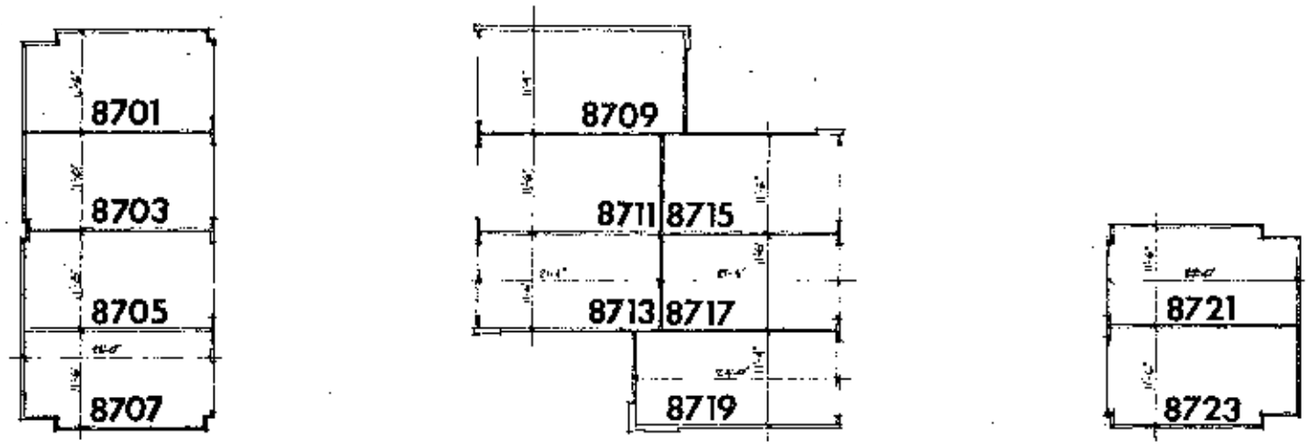
We Certify *that we have surveyed the above described property and that the above plat is an accurate survey and a true representation thereof and correctly shows the exterior boundary lines and location of buildings and other improvements on said property and the correct measurements thereof.*

NATIONAL SURVEY SERVICE INC.
CIVIL ENGINEERS AND SURVEYORS
3470 NORTH 127th STREET (414) 781-0110
BROOKFIELD WIS 53005

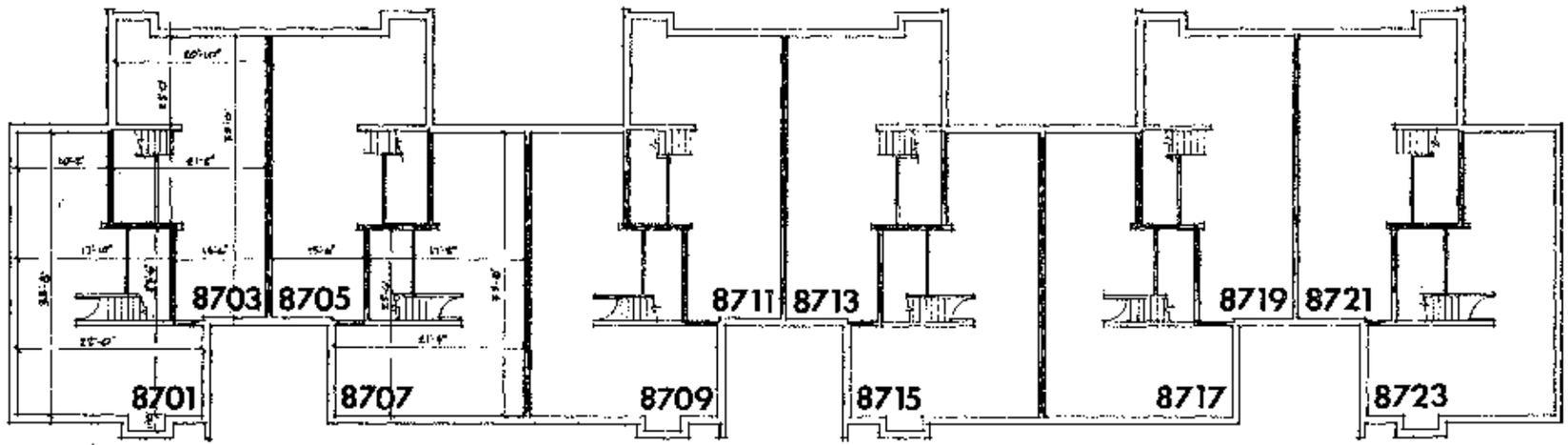
WISCONSIN KENNETH E. BERKE LAND SURVEYOR

Kenneth E Berke
SURVEYOR
S-107

PROTECTION



GARAGE PLAN



BASEMENT FLOOR PLAN

CERTIFICATION OF WIDENING MILLS STAGE III

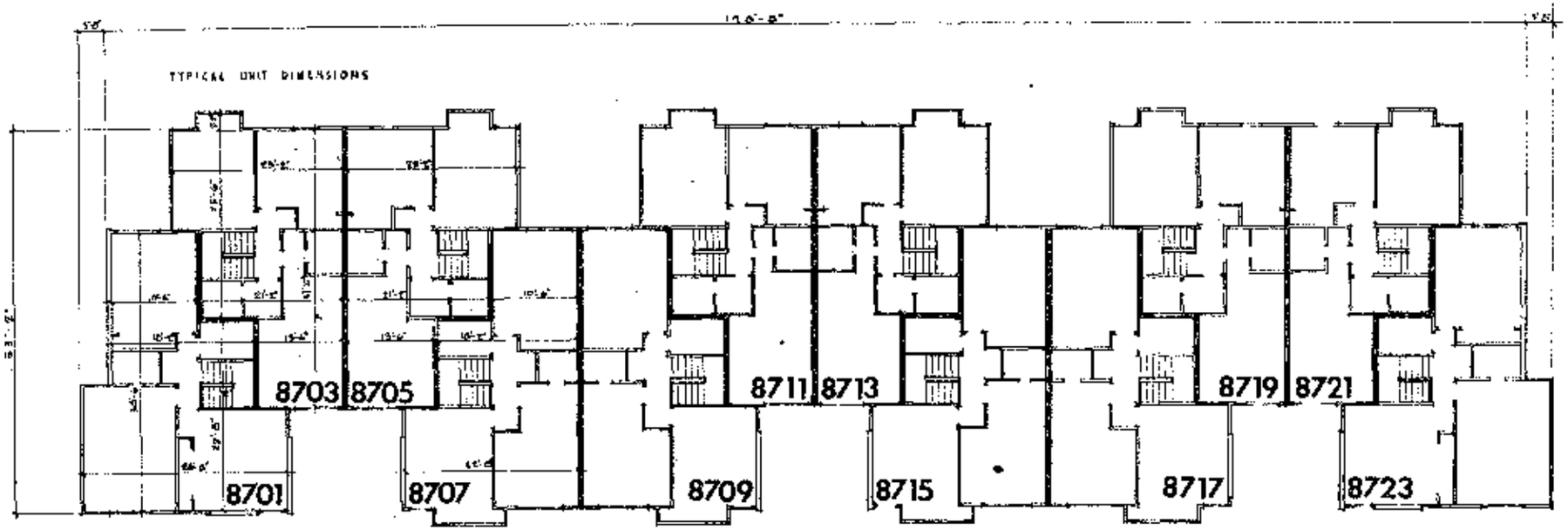
THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING AS FILED AND APPROVED BY THE DEPARTMENT OF BUILDING INSPECTION FOR THE CITY OF MILWAUKEE.

JOHN BARRON SHEPHERD A.I.A.

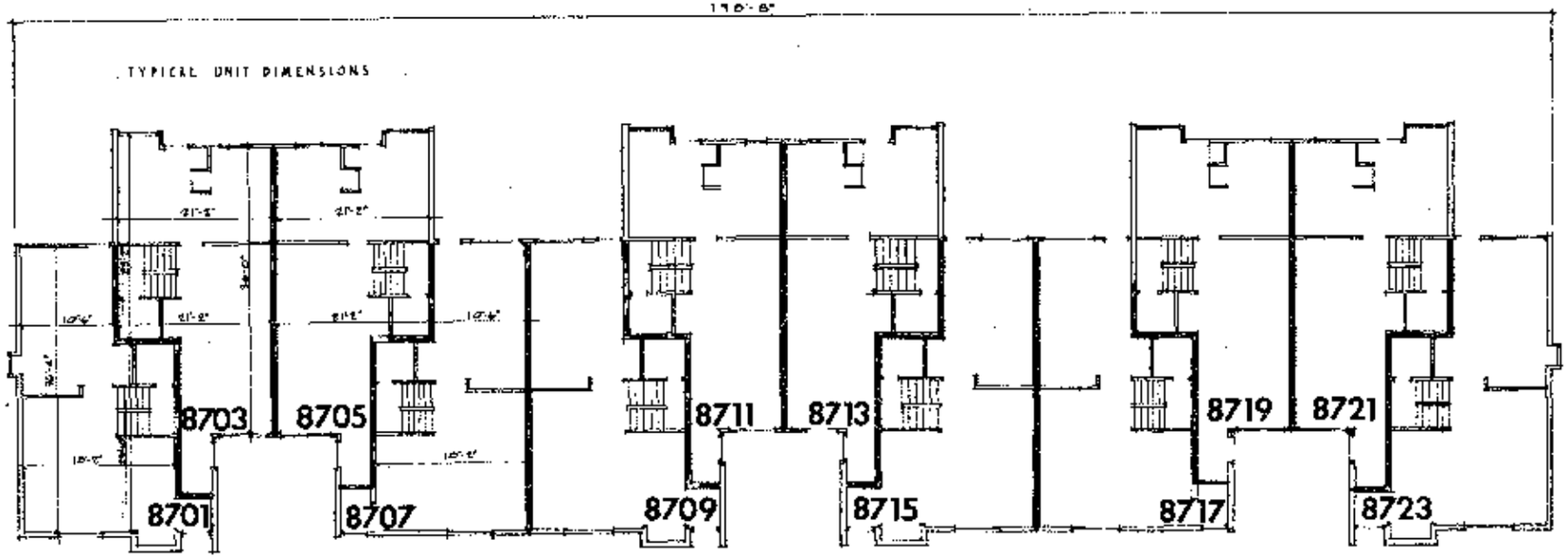
N

Townhouse Units Willow

Exhibit B-1



SECOND FLOOR PLAN



FIRST FLOOR PLAN

CERTIFICATION OF WHISPERING HILLS STAGE III

THIS IS TO CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF THE FLOOR PLAN OF THIS BUILDING AS FILED AND APPROVED BY THE DEPARTMENT OF BUILDING INSPECTION FOR THE CITY OF MILWAUKEE

JOHN BARRON SHEPHERD



Townhouse Units Willow

Exhibit B-2

DECLARATION OF CONDOMINIUM OF WHISPERING HILLS – STAGE IV

This Declaration is made and entered into by J. J. DEVELOPMENT CO., a limited partnership, hereinafter called Developer, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, containing 16.1 acres of land, more or less.

WHEREAS, Developer may improve such real property by constructing thereon, in stages of up to 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills";

WHEREAS, Developer has constructed in Stages I, II and III, 107 dwelling units in seven buildings, respectively, and Stage II also includes a swimming pool and recreation building, and

WHEREAS, as the fourth stage of development, Developer is constructing 8 dwelling units in one building on that portion of the real property described above owned in fee by owner and which is described hereafter;

NOW, THEREFORE, for the purpose of the fourth stage of development, as the fee owner of the following described real property, to-wit:

That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 611.67 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 152.33 ft. to a point; thence South 89° 26' 08" West 130.00 ft. to a point, said point being the point of beginning of the land to be described; thence North 00° 35' 36" West 196.70 ft. to a point; thence South 89° 26' 08" West 105.00 ft. to a point; thence South 00° 35' 36" East 225.00 ft. to a point; thence North 89° 26' 08" East 70.00 ft. to a point; thence North 50° 27' 58" East 45.00 ft. to the point of beginning. Containing 0.531 acres of land, more or less.

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISIONS OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Eight (8) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the 8 units in the single multi-family building on or to be constructed on said property, and an adjacent patio and an attached garage. The boundaries of each of the 8 units within the multi-family building are:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit.
(b) The horizontal boundaries shall be: (i) lower boundary – the plane of the lower surface of the concrete basement slab; (ii) upper boundary – the planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities"; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703. 2 (6) of the Wisconsin Statutes.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities in the amount specified and established in Article .V hereof.

ARTICLE III

DESIGNATION OF UNITS

The eight (8) separate units hereby established for separate conveyance as one building also designated as Building No. 16 are as follows:

8664 North 73rd Street
8666 North 73rd Street
8668 North 73rd Street
8670 North 73rd Street
8674 North 73rd Street pending order
8676 North 73rd Street
8678 North 73rd Street
8680 North 73rd Street pending order

The garage appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibit A and B attached hereto and made part hereof.

Each of the Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each Unit includes a separate basement, water heater, electric baseboard heaters, and central air conditioning.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the general common areas shall be 1/115 for so long as only the first four stages are constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in Articles of Incorporation, and the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, central air conditioning, electric heating system, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the individual garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio, the basement and the garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general common areas and the facilities exterior to said buildings, including the patios and including the swimming pool and recreation buildings, but not the above-mentioned air conditioners, electric heaters, water heaters, and garage stalls appurtenant to a particular Unit; nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are repainted.

8117137

REGISTER'S OFFICE) SS
Milwaukee County, WI)
RECORDED AT 3:31 PM
08-14-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 14.00

REEL 5136 IMAGE 2660

Declaration of Condominium of
Whispering Hills – Stage IV
Affidavit of Glenn F. Rosing

Document Number

Recording Area

Name and Return Address:
Lynn A. Ludke, Esq.
Weiss Berzowski Brady LLP
700 North Water Street, #1400
Milwaukee, WI 53202

Parcel Identification Number (PIN)

DECLARATION OF CONDOMINIUM
OF WHISPERING HILLS – STAGE IV

AFFIDAVIT OF GLENN F. ROSING

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Glenn F. Rosing, being first duly sworn on oath, deposes and says as follows:

1. I am the president of the Whispering Hills Owners Association, Inc. Whispering Hills Owners Association, Inc. manages administers and operates all of the property in condominium status at Whispering Hills.

2. Whispering Hills is a condominium development located in the City and County of Milwaukee, Wisconsin, and was constructed in twelve stages.

3. The Declaration of Condominium of Whispering Hills, Stage IV, dated December 22, 1975, and as amended to date, (the "Declaration") covers the following described property:

> That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 611.67 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 152.33 ft. to a point; thence South 89° 26' 08" West 130.00 ft. to a point, said point being the point of beginning of the land to be described; thence North 00° 35' 36" West 196.70 ft. to a point; thence South 89° 26' 08" West 105.00 ft. to a point; thence South 00° 35' 36" East 225.00 ft. to a point; thence North 89° 26' 08" East 70.00 ft. to a point; thence North 50° 27' 58" East 45.00 ft. to the point of beginning. Containing .531 acres of land, more or less.

IMAGE 2661

4. Article VIII Section 2 of the Declaration prohibits owners of units composed of two bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than one child. It also prohibits owners of units composed of three bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than two children.

5. Whispering Hills Owners Association, Inc. acknowledges that the restrictions contained in Article VIII Section 2 of the Declaration are prohibited by the Fair Housing Amendments Act of 1988, and therefore, are invalid and unenforceable

6. Whispering Hills Owners Association, Inc. does not enforce the restrictions contained in Article VIII Section 2 of the Declaration has not enforced said restrictions since the enactment of the Fair Housing Amendments Act of 1988.

Dated 7/30/01.

Glenn F. Rosing

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 30 day of July, 2001, the above named Glenn F. Rosing to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary public, State of Wisconsin.
My commission 12-1-2002

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY LYNN A. LUDKE

8309541

REGISTER'S OFFICE } SS
Milwaukee County, WI

RECORDED AT 9:31 AM

07-08-2002

IGNATIAS J. NIEMCZYK
REGISTER OF DEEDS

AMOUNT 15.00

Document Number

Amendment of Condominium Declaration of Whispering Hills -- Stage IV

Recording Area

Name and Return Address:
Lynn A. Ludke, Esq.
Weiss Berzowski Brady LLP
700 North Water Street, #1400
Milwaukee, WI 53202

Parcel Identification Number (PIN)

AMENDMENT OF DECLARATION OF CONDOMINIUM OF
WHISPERING HILLS - STAGE IV

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage IV, covering the following described property:

> That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 611.67 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 152.33 ft. to a point; thence South 89° 26' 08" West 130.00 ft. to a point, said point being the point of beginning of the land to be described; thence North 00° 35' 36" West 196.70 ft. to a point; thence South 89° 26' 08" West 105.00 ft. to a point; thence South 00° 35' 36" East 225.00 ft. to a point; thence North 89° 26' 08" East 70.00 ft. to a point; thence North 50° 27' 58" East 45.00 ft. to the point of beginning. Containing .531 acres of land, more or less.

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon

review of the tenancy and circumstances of the owner, grant additional periods of waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 1, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 28 day of June, 2002.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: _____

Debra A. Slater, c/o Weiss Berzowski Brady LLP, Its Attorney
700 North Water Street, Suite 1400
Milwaukee, Wisconsin 53202

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 28 day of June, 2002, the above named Debra A. Slater to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary public, State of Wisconsin.
My commission is permanent

THIS INSTRUMENT WAS DRAFTED
BY ATTORNEY LYNN A. LUDKE

Document Number

Affidavit of Resolution
Title of Document

09650312

DOC.# 09650312

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 09/17/2008 09:30AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 13.00
FEE EXEMPT 77.25 #: 0

This Resolution of Whispering Hills Condominium - Stage IV was enacted by Resolution of the Board of Directors.

The legal description is:

Unit 8664 North 73rd Street in building 16, unit 8666 North 73rd Street in building 16, unit 8668 North 73rd Street in building 16, unit 8670 North 73rd Street in building 16, unit 8674 North 73rd Street in building 16, unit 8676 North 73rd Street in building 16, unit 8678 North 73rd Street in building 16, unit 8680 North 73rd Street in building 16, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - Stage IV a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage IV, dated December 22, 1975 and recorded on December 30, 1975 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 899 of Records, at Images 731 to 742 as Document No. 4970370, and by a Condominium Plat.

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated 9-3-08

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on 9-3-08
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Wiesner
Notary Public, State of Wisconsin
My commission expires: 11-21-2010

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

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RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, it is the objective of the Association to enforce its covenants to the extent they are reasonable; and

WHEREAS, the Association believes that its non-owner occupancy provision (Declaration Article VIII, Section 1) is unreasonable as it pertains to a unit owner's family occupying the unit;

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not enforce its non-owner occupancy provision when the unit is occupied by the unit owner's immediate family members. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

The remainder of the Association's non-owner occupancy prohibition shall remain in effect and enforceable.

Amendment Considered
At Meeting, 8/26/08 (Date)
Motion made by: Michael Holz
Seconded: yes
(Yes/No)

In Favor: all
Opposed: none

Signed: Peter Bridgeman
Secretary

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios, nor shall uncovered grills be used or stored on patios. Patios shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same. Upon conveyance, each owner shall make a one time capital contribution for working capital to the Whispering Hills Owners Association in the amount to be determined by the Board of Directors and subject to change at Board's discretion.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No owner shall convey title thereto or permit occupancy thereof by a grantee or occupant for a household composed, for a Unit with two (2) bedrooms, of more than one (1) child or, for a Unit with three (3) bedrooms, of more than two (2) children.

3. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat, or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in any of the units. No domestic pet dog, cat or caged bird can be kept, bred or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner, shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

4. No Owner shall cause or permit the general common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering on sidewalks and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

5. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

6. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

7. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

8. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

9. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises, shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continued in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall be reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to

obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDOMINIUM PROPERTY

Developer expressly reserves unto itself, its successors, and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold, or

3. In any event until no later than on January 1, 1982; the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws;

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

(f) Developer or its successors may execute, deliver and record in the Office of the Register of Deeds for Milwaukee, Milwaukee County, Wisconsin, such instruments, if any, as may be required to effectuate the provisions of Article XIII.

ARTICLE XV

AMENDMENT OF DECLARATION

This Declaration may be amended from time to time by the affirmative vote or written consent of at least two-thirds (2/3) of the Unit Owners, except that, no amendment shall diminish the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 8755 North 72nd Street, Milwaukee, Wisconsin 53222, as registered agent for Sileno Development, Inc., general partner of J. J. Development Co., a limited partnership or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Developer, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the Owner or occupant of the Unit is present or not, and, upon prior request and at times convenient for the Owner or occupant, to make installations, alterations or repairs.

ARTICLE XVIII

SEVERABILITY

The invalidity of any provision contained in this Declaration by judgment or Court Order or otherwise shall in no way affect any other provisions herein contained.

Dated at Milwaukee, Wisconsin, this 22nd day of December, 1975.

J. J. DEVELOPMENT CO.,
a Limited Partnership

by SILENO DEVELOPMENT, INC.
General Partner

By: Joseph Sileno
President

Signature of Joseph Sileno, President of Sileno Development, Inc., general partner of J. J. Development Co., a limited partnership, authenticated this 22 nd day of December, 1975.

Mary Murrell

Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz. Notary Public, Milwaukee Co.
My Commission expires 9-24-79

This instrument was drafted by:
Tom E. Hayes, Attorney

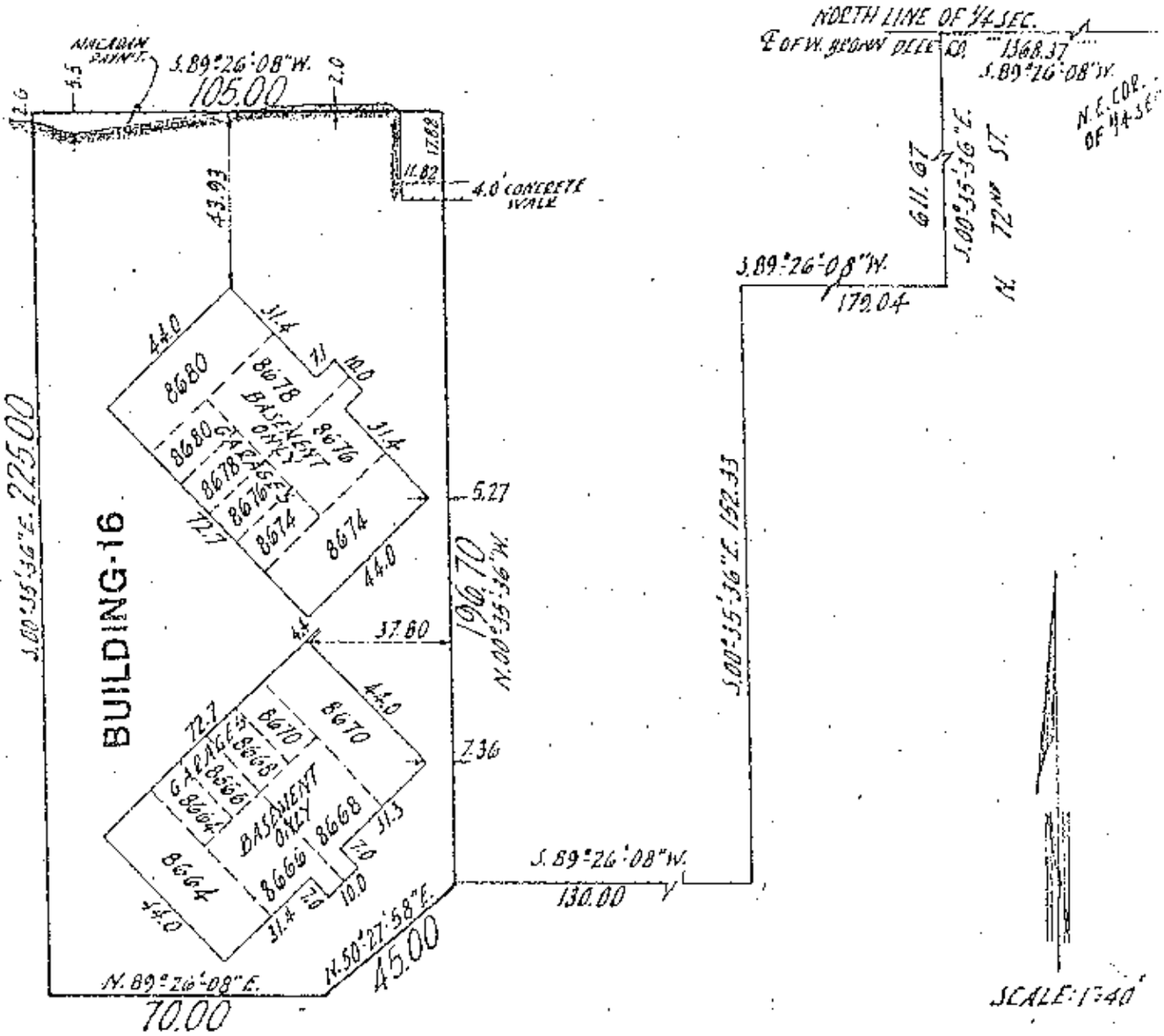
EXHIBIT·A
Plat of Survey

That part of the NW 1/4 of Section 10, T 8 N, R 21 E, in the City of Milwaukee Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89°26'08" West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 611.67 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 152.33 ft. to a point; thence South 89°26'08" West 130.00 ft. to a point, said point being the point of beginning of the land to be described; thence North 00° 35' 36" West 196.70 ft. to a point; thence South 89° 26' 08" West 105.00 ft. to a point; thence South 00° 35' 36" East 225.00 ft. to a point; thence North 89° 26' 08" East 70.00 ft. to a point; thence North 50° 27' 58" East 45.00 ft. to the point of beginning. Containing 0.531 acres of land, more or less.

NOVEMBER 7, 1975

SURVEY NO. 130603-M
BUILDING NO. 16

WHISPERING HILLS·STAGE·4



I Certify *that I have surveyed the above described property (Property), and the above map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, fences, apparent easements and roadways and visible encroachments, if any.*

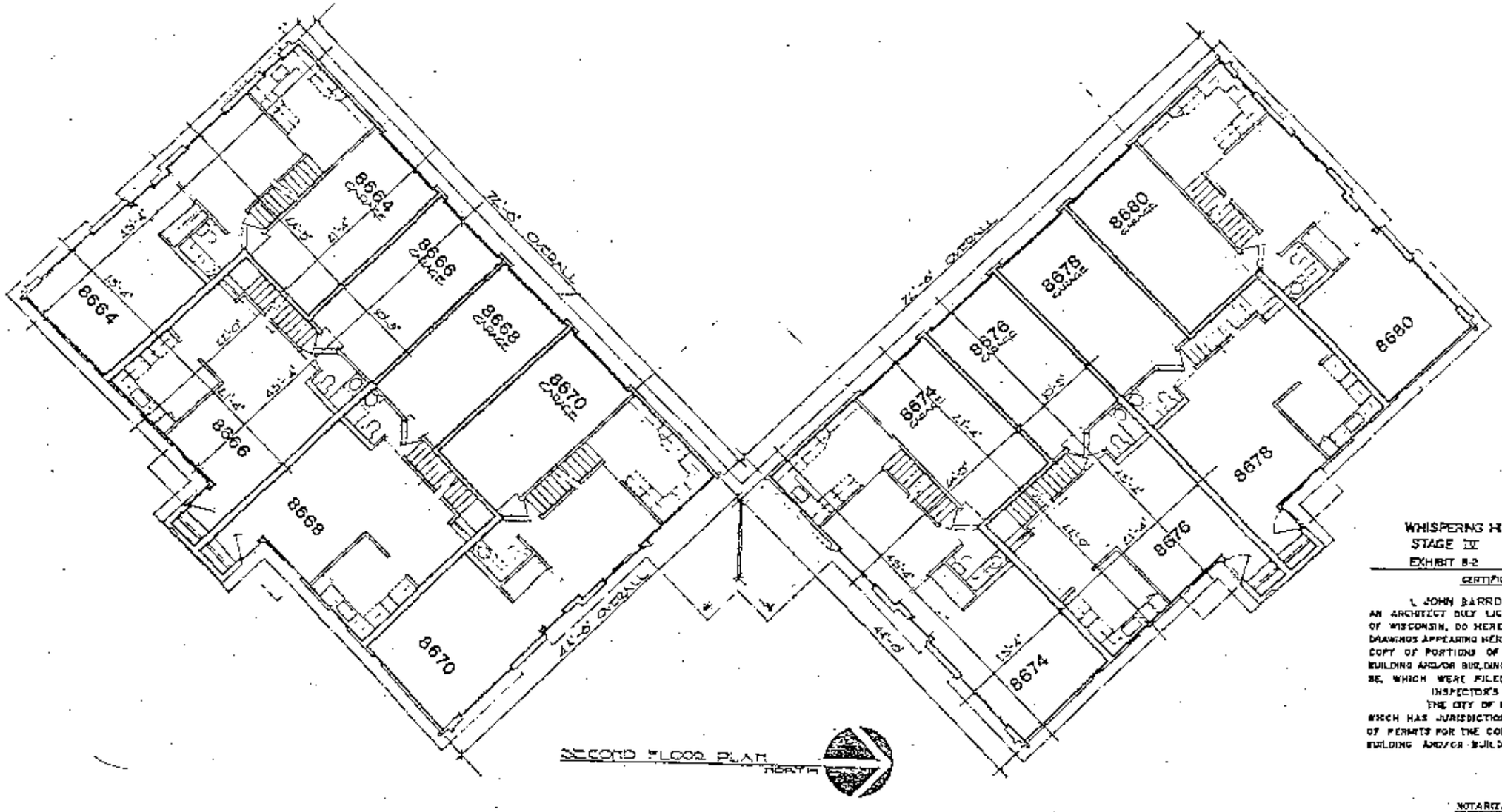
This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Boundary

PROTECTION

WISCONSIN
KENNETH E. BERKE
S-1017

NATIONAL SURVEY SERVICE, INC.
CIVIL ENGINEERS AND LAND SURVEYORS



TOWNHOUSE UNITS
BLDG. 18

EXHIBIT B-2

WHISPERING HILLS CONDOMINIUM
STAGE IV
EXHIBIT B-2

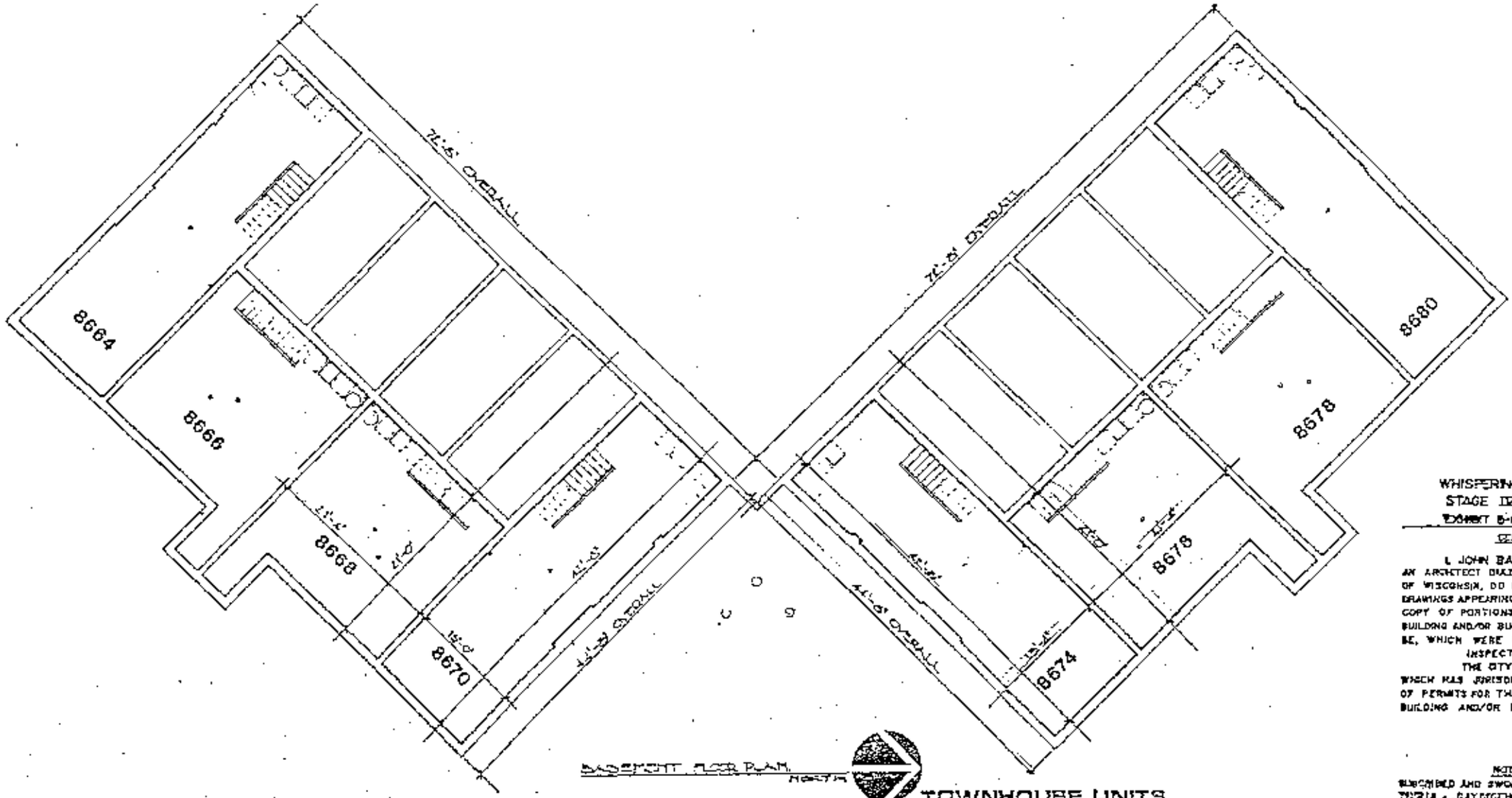
CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 13 DAY DECEMBER 1978.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977



BASEMENT FLOOR PLAN

TOWNHOUSE UNITS
BLDG. 15

EXHIBIT B-1

WHISPERING HILLS CONDOMINIUM
STAGE IV
EXHIBIT B-1

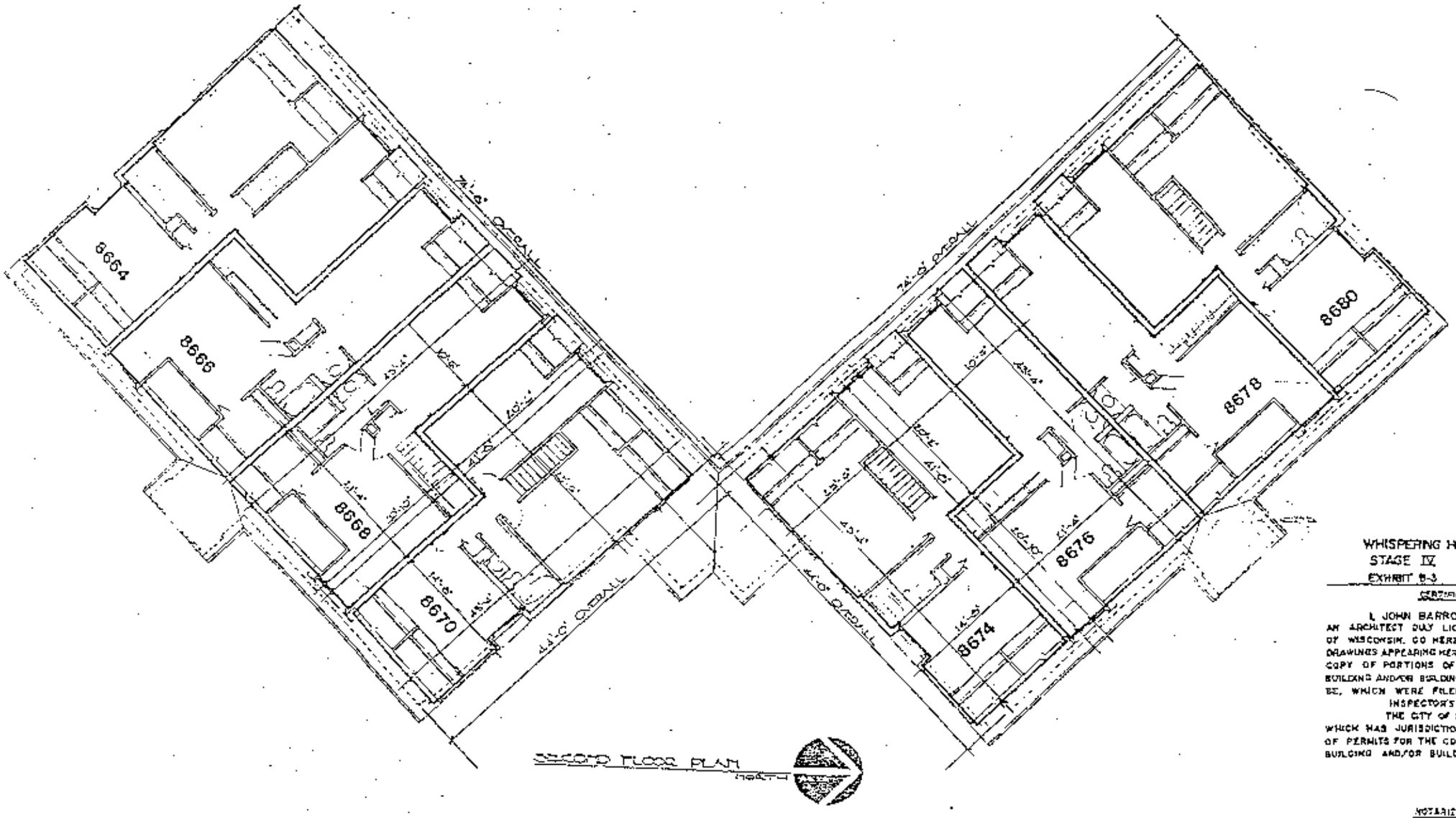
CERTIFICATION

I, JOHN BARRON SHEPHERD,
AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18 DAY OF DECEMBER, 1974.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 31 OCTOBER 1977



TOWNHOUSE UNITS BLDG. 16

EXHIBIT B-3

WHISPERING HILLS CONDOMINIUM
STAGE IV
EXHIBIT B-3

CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18 DAY DECEMBER 1978.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977

DECLARATION
OF
WHISPERING HILLS – STAGE V

This Declaration is made and entered into by Sileno Construction, Inc., a Wisconsin corporation, hereinafter called Developer, as assignee of J. J. DEVELOPMENT CO., a limited partnership, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin, containing 16.1 acres of land, more or less.

WHEREAS, Developer may improve such real property by constructing thereon, in stages of up to 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills";

WHEREAS, Developer has constructed in Stages I, II, III and IV, 115 dwelling units in eight buildings, respectively, and Stage II also includes a swimming pool and recreation building, and

WHEREAS, as the fifth stage of development, Developer is constructing 12 dwelling units in one building on that portion of the real property described above owned in fee by owner and which is described hereafter:

NOW, THEREFORE, for the purpose of the fifth stage of development, as the fee owner of the following described real property, to-wit:

That part of the NW 1/4 of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89°26'08" West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00°35'36" East and parallel to the East line of the West 1/2 of said 1/4 Section 611.57 ft. to a point; thence South 89°26'08" West 179.04 ft. to a point; thence South 00°35'36" East 152.33 ft. to a point; thence South 89°26'08" West 130.00 ft. to a point; thence North 00°35'36" West 196.70 ft. to a point; thence South 89°26'08" West 105.00 ft. to the point of beginning of the land to be described; thence South 00°35'36" East 211.05 ft. to a point; thence South 89°26'08" West 195.96 ft. to a point; thence North 00°36'06" West 238.35 ft. to a point; thence North 89°26'08" East 153.00 ft. to a point; thence South 00°35'36" East 27.30 ft. to a point; thence North 89°26'08" East 43.00 ft. to the point of beginning. The above described parcel of land contains 45,537 square feet (1.045 acres).

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISIONS OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Twelve (12) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the 12 units in the single multi-family building on or to be constructed on said property, and an adjacent patio and an attached garage. The boundaries of each of the 12 units within the multi-family building are:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit.
(b) The horizontal boundaries shall be: (i) lower boundary – the plane of the lower surface of the concrete basement slab; (ii) upper boundary – the planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities"; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities in the amount specified and established in Article IV hereof.

ARTICLE III

DESIGNATION OF UNITS

The twelve (12) separate units hereby established for separate conveyance as one building also designated as Building No. 8 are as follows:

8673 North 73rd Street	8683 North 73rd Street	8693 North 73rd Street
8675 North 73rd Street	8685 North 73rd Street	8695 North 73rd Street
8677 North 73rd Street	8687 North 73rd Street	8697 North 73rd Street
8679 North 73rd Street	8689 North 73rd Street	8699 North 73rd Street

The garage appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibit A and B attached hereto and made part hereof.

Each of the Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each Unit includes a separate basement, water heater, electric baseboard heaters, and central air conditioning.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the general common areas shall be 1/127 for so long as only the first five stages are constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in Articles of Incorporation, and the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, central air conditioning, electric heating system, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the individual garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio, the basement and the garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general common areas and the facilities exterior to said buildings, including the patios and including the swimming pool and recreation buildings, but not the above-mentioned air conditioners, electric heaters, water heaters, and garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are repainted.

7659982
Document Number

Amendment of
Condominium Declaration
Document Title

REGISTER'S OFFICE } ss
Milwaukee County, WI
RECORDED AT 11:05 AM

DEC 31 1998

REEL _____ IMAGE _____

Walter R Bargo REGISTER OF DEEDS

Recording Area

Name and Return Address

Debra A. Slater
Weiss, Berzowski, Brady & Donahue LLP
700 N. Water St., #1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

7659982
RECORD 14.00

100

5
V

AMENDMENT OF DECLARATION OF CONDOMINIUM OF
WHISPERING HILLS - STAGE V

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage V, covering the following described property:

> That part of the NW ¼ of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 611.57 ft. to a point; thence South 89°26' 08" West 179.04 ft. to a point; thence South 00° 35' 36" East 152.33 ft. to a point; thence South 89° 26' 08" West 130.00 ft. to a point; thence North 00° 35' 36" West 196.70 ft. to a point; thence South 89° 26' 08" West 105.00 ft. to the point of beginning of the land to be described; thence South 00° 35' 36" East 211.05 ft. to a point; thence South 89° 26' 08" West 195.96 ft. to a point; thence North 00° 36' 06" West 238.35 ft. to a point; thence North 89° 26' 08" East 153.00 ft. to a point; thence South 00° 35' 36" East 27.30 ft. to a point, thence North 89°26' 08" East 43.00 ft. to the point of beginning. The above described parcel of land contains 45,537 square feet (1.045 acres).

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon

review of the tenancy and circumstances of the owner, grant additional periods of waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 6, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 31 day of December, 1998.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: _____

Debra A. Slater, c/o Weiss, Berzowski, Brady & Donahue LLP, Its Attorney
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 31st day of December, 1998, the above named Debra A. Slater to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Notary public, State of Wisconsin.
My commission expires 2/8/99

THIS INSTRUMENT WAS DRAFTED
BY ATTORNEY DEBRA A. SLATER

8117138

REGISTER'S OFFICE) SS
Milwaukee County, WI)

RECORDED AT 3:31 PM

08-14-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 14.00

Document Number

Declaration of Condominium of
Whispering Hills – Stage V
Affidavit of Glenn F. Rosing

Recording Area

Name and Return Address:
Lynn A. Ludke, Esq.
Weiss Berzowski Brady LLP
700 North Water Street, #1400
Milwaukee, WI 53202

Parcel Identification Number (PIN)

3

DECLARATION OF CONDOMINIUM
OF WHISPERING HILLS – STAGE V

AFFIDAVIT OF GLENN F. ROSING

REEL 5136 IMAGE 2664

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Glenn F. Rosing, being first duly sworn on oath, deposes and says as follows:

1. I am the president of the Whispering Hills Owners Association, Inc. Whispering Hills Owners Association, Inc. manages administers and operates all of the property in condominium status at Whispering Hills.

2. Whispering Hills is a condominium development located in the City and County of Milwaukee, Wisconsin, and was constructed in twelve stages.

3. The Declaration of Condominium of Whispering Hills, Stage V, dated April 20, 1976, and as amended to date, (the "Declaration") covers the following described property:

> That part of the NW ¼ of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 611.57 ft. to a point; thence South 89°26' 08" West 179.04 ft. to a point; thence South 00° 35' 36" East 152.33 ft. to a point; thence South 89° 26' 08" West 130.00 ft. to a point; thence North 00° 35' 36" West 196.70 ft. to a point; thence South 89° 26' 08" West 105.00 ft. to the point of beginning of the land to be described; thence South 00° 35' 36" East 211.05 ft. to a point; thence South 89° 26' 08" West 195.96 ft. to a point; thence North 00° 36' 06" West 238.35 ft. to a point; thence North 89° 26' 08" East 153.00 ft. to a point; thence South 00° 35' 36" East 27.30 ft. to a point, thence North 89°26' 08" East 43.00 ft. to the point of beginning. The above described parcel of land contains 45,537 square feet (1.045 acres).

4. Article VIII Section 2 of the Declaration prohibits owners of units

composed of two bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than one child. It also prohibits owners of units composed of three bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than two children.

5. Whispering Hills Owners Association, Inc. acknowledges that the restrictions contained in Article VIII Section 2 of the Declaration are prohibited by the Fair Housing Amendments Act of 1988, and therefore, are invalid and unenforceable

6. Whispering Hills Owners Association, Inc. does not enforce the restrictions contained in Article VIII Section 2 of the Declaration has not enforced said restrictions since the enactment of the Fair Housing Amendments Act of 1988.

Dated 7/30/2001.

Glenn F. Rosing

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 30 day of July, 2001, the above named Glenn F. Rosing to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Wiesner
Notary public, State of Wisconsin.
My commission 12-1-2002

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY LYNN A. LUDKE

09650313

DOC.# 09650313

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 09/17/2008 09:30AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 13.00
FEE EXEMPT 77.25 #: 0

Document Number

Affidavit of Resolution
Title of Document

This Resolution of Whispering Hills Condominium - Stage V was enacted by Resolution of the Board of Directors.

The legal description is:

Unit 8673 North 73rd Street in building 8, unit 8675 North 73rd Street in building 8, unit 8677 North 73rd Street in building 8, unit 8679 North 73rd Street in building 8, unit 8683 North 73rd Street in building 8, unit 8685 North 73rd Street in building 8, unit 8687 North 73rd Street in building 8, unit 8689 North 73rd Street in building 8, unit 8693 North 73rd Street in building 8, unit 8695 North 73rd Street in building 8, unit 8697 North 73rd Street in building 8, unit 8699 North 73rd Street in building 8, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills- Stage V, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage V, dated April 20, 1976 and recorded on April 30, 1976 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 924 of Records, at Images 1262 to 1272 as Document No. 4997688, and by a Condominium Plat.

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated 9-3-08

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on 9-3-08
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Werner
Notary Public, State of Wisconsin
My commission expires: 11-21-2010

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

DEED.WPD (09065_0121 www.inforuforms.com

RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, it is the objective of the Association to enforce its covenants to the extent they are reasonable; and

WHEREAS, the Association believes that its non-owner occupancy provision (Declaration Article VIII, Section 1) is unreasonable as it pertains to a unit owner's family occupying the unit;

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not enforce its non-owner occupancy provision when the unit is occupied by the unit owner's immediate family members. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

The remainder of the Association's non-owner occupancy prohibition shall remain in effect and enforceable.

Amendment Considered
At Meeting, 8/26/08 (Date)
Motion made by: Michael Holz
Seconded: yes (Yes/No)

In Favor: all
Opposed: none

Signed: Tracy Bridgewater
Secretary

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner of Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios, nor shall uncovered grills be used or stored on patios. Patios shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same. Upon conveyance, each owner shall make a one time capital contribution for working capital to the Whispering Hills Owners Association in the amount to be determined by the Board of Directors and subject to change at Board's discretion.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No owner shall convey title thereto or permit occupancy thereof by a grantee or occupant for a household composed, for a Unit with two (2) bedrooms, of more than one (1) child or, for a Unit with three (3) bedrooms, of more than two (2) children.

3. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat, or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in any of the units. No domestic pet dog, cat or caged bird can be kept, bred or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner, shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

4. No Owner shall cause or permit the general common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering on sidewalks and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

5. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

6. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

7. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

8. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

9. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises, shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or reapir within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continued in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall ve reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to

obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDOMINIUM PROPERTY

Developer expressly reserves unto itself, its successors, and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold, or

3. In any event until no later than on January 1, 1982; the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws;

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

(f) Developer or its successors may execute, deliver and record in the office of the Register of Deeds for Milwaukee, Milwaukee County, Wisconsin, such instruments, if any, as may be required to affectuate the provisions of Article XIII.

ARTICLE XV

AMENDMENT OF DECLARATION

This Declaration may be amended from time to time by the affirmative vote or written consent of at least two-thirds (2/3) of the Unit Owners, except that, no amendment shall diminish the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 9991 W. North Ave., Wauwatosa, Wisconsin 53226, as registered agent for Sileno Construction, Inc., a Wisconsin corporation; or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Developer, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the Owner or occupant of the Unit is present or not, and, upon prior request and at times convenient for the Owner or occupant, to make installations, alterations or repairs.

ARTICLE XVIII

SEVERABILITY

The invalidity of any provision contained in this Declaration by judgment or Court Order or otherwise shall in no way affect any other provisions herein contained.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 197___.

DEVELOPER
SILENO CONSTRUCTION CO., INC.
a Wisconsin corporation
as assignee of
J. J. DEVELOPMENT CO.,
a limited partnership

By _____
President

_____
Secretary

Signature of _____, President and _____, Secretary of Sileno Construction Co., Inc., a Wisconsin corporation, authenticated on this _____ day of _____, 197___.

_____
Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz. _____
Notary Public, Milwaukee County, Wisconsin.
My Commission Expires _____

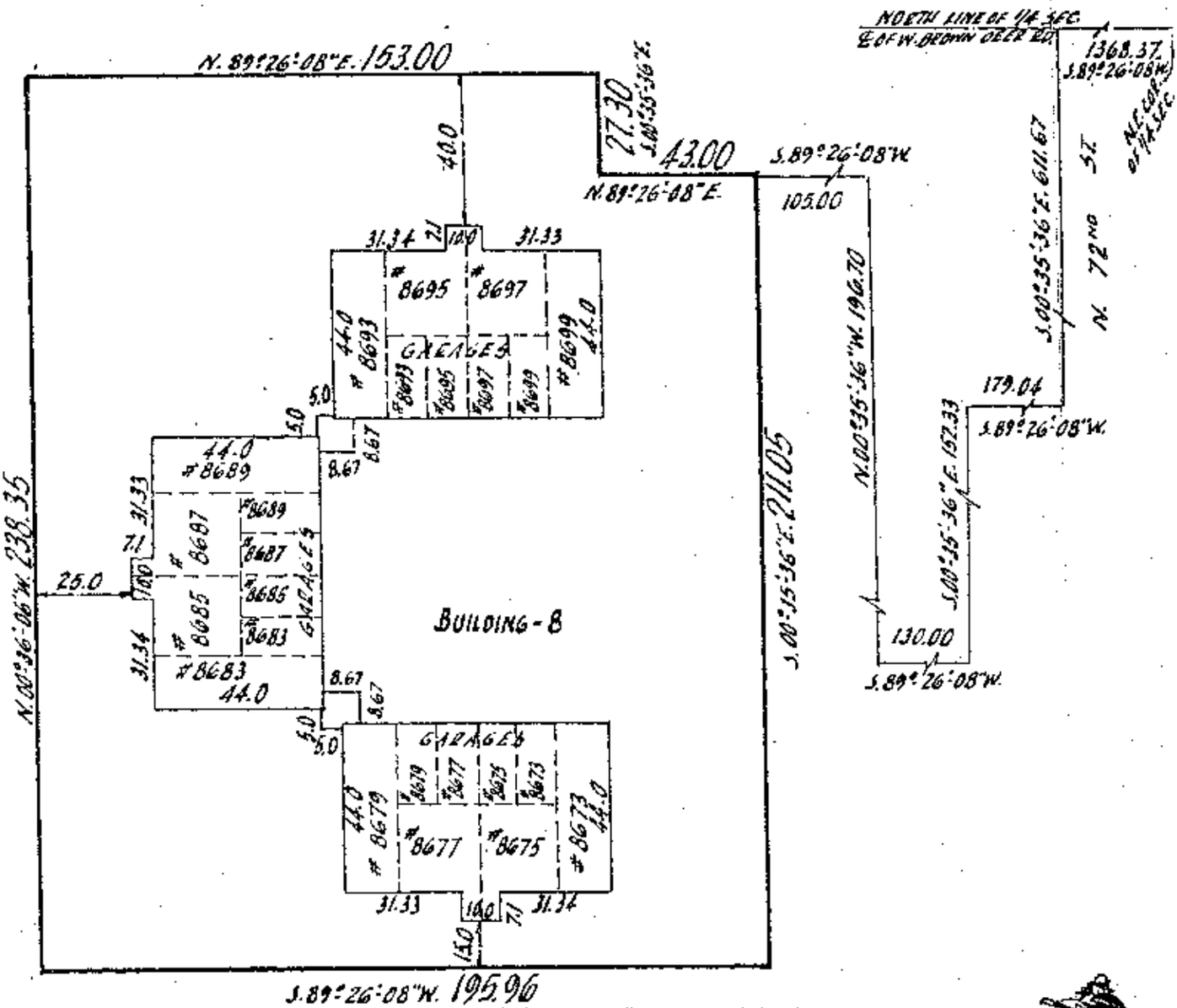
This instrument was drafted by:
Tom E. Hayes, Attorney

EXHIBIT·A
Plat of Survey

That part of the NW 1/4 of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89°26'08" West along the North line of said 1/4 Section 1368.37 ft. to a point;thence South 00°35'36" East and parallel to the East line of the West 1/2 of said 1/4 Section 611.57 ft. to a point; thence South 89°26'08" West 179.04 ft. to a point; thence South 00°35'36" East 152.33 ft. to a point; thence South 89°26'08" West 130.00 ft. to a point; thence North 00° 35' 36" West 196.70 ft. to a point; thence South 89°26'08" West 105.00 ft. to the point of beginning of the land to be described; thence South 00°35'36" East 211.05 ft. to a point; thence South 89°26'08" West 195.96 ft. to a point; thence North 00°36'06" West 238.35 ft. to a point; thence North 89°26'08"East 153.00 ft. to a point; thence South 00°35'36" East 27.30 ft. to a point; thence North 89°26'08" East 43.00 ft. to the point of beginning.
The above described parcel of land contains 45,537 square feet (1.045 acres)

MARCH 17, 1976 SURVEY NO. 130603-S

WHISPERING · HILLS · STAGE - 5



I Certify *that I have surveyed the above described property (Property), and the above map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, fences, apparent easements and roadways and visible encroachments, if any.*

This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

NATIONAL SURVEY SERVICE, INC.
CIVIL ENGINEERS AND LAND SURVEYORS
3470 NORTH 127th STREET (414) 781-1000
P. O. BOX 444
BROOKFIELD, WISCONSIN 53005

Kenneth E Berke
SURVEYOR

WISCONSIN
KENNETH E. BERKE
S-107
LAND SURVEYOR

PROTECTION

DECLARATION OF CONDOMINIUM
OF
WHISPERING HILLS – STAGE VI

This Declaration is made and entered into by Sileno Construction, Inc., a Wisconsin corporation, hereinafter called Developer, as assignee of J. J. DEVELOPMENT CO., a limited partnership, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin containing 16.1 acres of land, more or less.

WHEREAS, Developer may improve such real property by constructing thereon, in stages of up to 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills";

WHEREAS, Developer has constructed in Stages I, II, III, IV and V, 127 dwelling units in nine buildings, respectively, and Stage II also includes a swimming pool and recreation building, and

WHEREAS, as the sixth stage of development, Developer is constructing 12 dwelling units in one building on that portion of the real property described above owned in fee by owner and which is described hereafter:

NOW, THEREFORE, for the purpose of the sixth stage of development, as the fee owner of the following described real property, to-wit:

That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 611.57 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence South 00° 35' 36" East 152.33 ft. to a point; thence South 89° 26' 08" West 130.00 ft. to a point; thence North 00° 35' 36" West 196.70 ft. to a point; thence South 89° 26' 08" West 105.00 ft. to a point; thence South 00° 35' 36" East 211.05 ft. to the point of beginning of the land to be described; thence continuing South 00° 35' 36" East 24.97 ft. to a point; thence Southeasterly 106.60 ft. along the arc of a curve whose center lies to the East whose radius is 111.66 ft. and whose chord bears South 27° 56' 37" East 102.60 ft. to a point; thence South 22° 17' 40" West 13.62 ft. to a point; thence Southwesterly 84.70 ft. along the arc of a curve whose center lies to the Northwest whose radius is 473.93 ft. and whose chord bears South 27° 24' 52" West 84.59 to a point; thence South 89° 26' 08" West 198.05 ft. to a point; thence North 00° 36' 06" West 203.35 ft. to a point; thence North 89° 26' 08" East 195.96 ft. to the point of beginning. The above described parcel contains 44,113 square feet of 1.013 acres.

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISIONS OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Twelve (12) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the 12 units in the single multi-family building on or to be constructed on said property, and an adjacent patio and an attached garage. The boundaries of each of the 12 units within the multi-family building are:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit.
(b) The horizontal boundaries shall be: (i) lower boundary – the plane of the lower surface of the concrete basement slab; (ii) upper boundary – the planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities"; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities in the amount specified and established in Article IV hereof.

ARTICLE III

DESIGNATION OF UNITS

The twelve (12) separate units hereby established for separate conveyance as one building also designated as Building No. 9 are as follows:

8635 North 73rd Street	8645 North 73rd Street	8655 North 73rd Street
8637 North 73rd Street	8647 North 73rd Street	8657 North 73rd Street
8639 North 73rd Street	8649 North 73rd Street	8659 North 73rd Street
8641 North 73rd Street	8651 North 73rd Street	8661 North 73rd Street

The garage appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibit A and B attached hereto and made part hereof.

Each of the Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each Unit includes a separate basement, water heater, electric baseboard heaters, and central air conditioning.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the general common areas shall be 1/139 for so long as only the first six stages are constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in Articles of Incorporation, and the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, central air conditioning, electric heating system, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the individual garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio, the basement and the garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general common areas and the facilities exterior to said buildings, including the patios and including the swimming pool and recreation buildings, but not the above-mentioned air conditioners, electric heaters, water heaters, and garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are repainted.

7659983

Document Number

Amendment of
Condominium Declaration

Document Title

REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT -11 05 AM

DEC 3 1 1998

REEL _____ IMAGE _____

Walter R Barczak REGISTER OF DEEDS

Recording Area

Name and Return Address

Debra A. Slater
Weiss, Berzowski, Brady & Donahue LLP
700 N. Water St., #1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

7659983

RECORD 16.00

VI

AMENDMENT OF DECLARATION OF CONDOMINIUM OF
WHISPERING HILLS - STAGE VI

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage VI, covering the following described property:

> That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 611.57 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence South 00° 35' 36" East 152.33 ft. to a point; thence South 89° 26' 08" West 130.00 to a point; thence North 00° 35' 36" West 196.70 ft. to a point; thence South 89° 26' 08" West 105.00 ft. to a point; thence South 00° 35' 36" East 211.05 ft. to the point of beginning of the land to be described; thence continuing South 00° 35' 36" East 24.97 ft. to a point; thence Southeasterly 106.60 ft. along the arc of a curve whose center lies to the East whose radius is 111.66 ft. and whose chord bears South 27° 56' 37" East 102.60 ft. to a point; thence South 22° 17' 40" West 13.62 ft. to a point; thence Southwesterly 84.70 ft. along the arc of a curve whose center lies to the Northwest whose radius is 473.93 ft. and whose chord bears South 27° 24' 52" West 84.59 to a point; thence South 89° 26' 08" West 198.05 ft. to a point; thence North 00° 36' 06" West 203.35 ft. to a point; thence North 89° 26' 08" East 195.96 ft. to the point of beginning. The above described parcel contains 44,113 square feet of 1.013 acres.

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon review of the tenancy and circumstances of the owner, grant additional periods of waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 6, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 31 day of December, 1998.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: _____

Debra A. Slater, c/o Weiss, Berzowski, Brady & Donahue LLP, Its Attorney
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202

Document Number

Affidavit of Resolution
Title of Document

This Resolution of Whispering Hills Condominium - Stage VI was enacted by Resolution of the Board of Directors.

The legal description is:

Unit 8635 North 73rd Street in building 9, unit 8637 North 73rd Street in building 9, unit 8639 North 73rd Street in building 9, unit 8641 North 73rd Street in building 9, unit 8645 North 73rd Street in building 9, unit 8647 North 73rd Street in building 9, unit 8649 North 73rd Street in building 9, unit 8651 North 73rd Street in building 9, unit 8655 North 73rd Street in building 9, unit 8657 North 73rd Street in building 9, unit 8659 North 73rd Street in building 9, unit 8661 North 73rd Street in building 9, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - Stage VI a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage VI, dated October 15, 1976 and recorded on October 19, 1976 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 967 of Records, at Images 1541 to 1551 as Document No. 5047199, and by a Condominium Plat.

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated 9-3-08

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on 9-3-08
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Wurzer
Notary Public, State of Wisconsin
My commission expires: 11-21-2010

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

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RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, it is the objective of the Association to enforce its covenants to the extent they are reasonable; and

WHEREAS, the Association believes that its non-owner occupancy provision (Declaration Article VIII, Section 1) is unreasonable as it pertains to a unit owner's family occupying the unit;

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not enforce its non-owner occupancy provision when the unit is occupied by the unit owner's immediate family members. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

The remainder of the Association's non-owner occupancy prohibition shall remain in effect and enforceable.

Amendment Considered
At Meeting, 8/26/08 (Date)
Motion made by: Michael Holz
Seconded: yes (Yes/No)

In Favor: all
Opposed: none

Signed: Tracy Bridgeford
Secretary

8117139

REGISTER'S OFFICE) SS
Milwaukee County, WI
RECORDED AT 3:31 PM
08-14-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 14.00

Document Number

Declaration of Condominium of
Whispering Hills – Stage VI
Affidavit of Glenn F. Rosing

Recording Area

Name and Return Address:
Lynn A. Ludke, Esq.
Weiss Berzowski Brady LLP
700 North Water Street, #1400
Milwaukee, WI 53202

Parcel Identification Number (PIN)

REEL 5136 IMAGE 2666

DECLARATION OF CONDOMINIUM
OF WHISPERING HILLS – STAGE VI

AFFIDAVIT OF GLENN F. ROSING

REEL 5136 IMAGE 2667

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Glenn F. Rosing, being first duly sworn on oath, deposes and says as follows:

1. I am the president of the Whispering Hills Owners Association, Inc. Whispering Hills Owners Association, Inc. manages administers and operates all of the property in condominium status at Whispering Hills.

2. Whispering Hills is a condominium development located in the City and County of Milwaukee, Wisconsin, and was constructed in twelve stages.

3. The Declaration of Condominium of Whispering Hills, Stage VI, dated October 15, 1976, and as amended to date, (the "Declaration") covers the following described property:

> That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 611.57 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence South 00° 35' 36" East 152.33 ft. to a point; thence South 89° 26' 08" West 130.00 to a point; thence North 00° 35' 36" West 196.70 ft. to a point; thence South 89° 26' 08" West 105.00 ft. to a point; thence South 00° 35' 36" East 211.05 ft. to the point of beginning of the land to be described; thence continuing South 00° 35' 36" East 24.97 ft. to a point; thence Southeasterly 106.60 ft. along the arc of a curve whose center lies to the East whose radius is 111.66 ft. and whose chord bears South 27° 56' 37" East 102.60 ft. to a point; thence South 22° 17' 40" West 13.62 ft. to a point; thence Southwesterly 84.70 ft. along the arc of a curve whose center lies to the Northwest whose radius is 473.93 ft. and whose chord bears South 27° 24' 52" West 84.59 to a point; thence South 89° 26' 08" West 198.05 ft. to a point; thence North 00° 36' 06" West 203.35 ft. to a point; thence North 89° 26' 08" East 195.96 ft. to the point of beginning. The above described parcel contains 44,113 square feet of 1.013 acres.

4. Article VIII Section 2 of the Declaration prohibits owners of units composed of two bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than one child. It also prohibits owners of units composed of three bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than two children.

5. Whispering Hills Owners Association, Inc. acknowledges that the restrictions contained in Article VIII Section 2 of the Declaration are prohibited by the Fair Housing Amendments Act of 1988, and therefore, are invalid and unenforceable

6. Whispering Hills Owners Association, Inc. does not enforce the restrictions contained in Article VIII Section 2 of the Declaration has not enforced said restrictions since the enactment of the Fair Housing Amendments Act of 1988.

Dated 7/30/2001

Glenn F. Rosing

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 30 day of July, 2001, the above named Glenn F. Rosing to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Wenzel
Notary public, State of Wisconsin.
My commission 12-1-2002

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY LYNN A. LUDKE

REEL 5136 IMAGE 2668

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios, nor shall uncovered grills be used or stored on patios. Patios shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same. Upon conveyance, each owner shall make a one time capital contribution for working capital to the Whispering Hills Owners Association in the amount to be determined by the Board of Directors and subject to change at Board's discretion.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No owner shall convey title thereto or permit occupancy thereof by a grantee or occupant for a household composed, for a Unit with two (2) bedrooms, of more than one (1) child or, for a Unit with three (3) bedrooms, of more than two (2) children.

3. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat, or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in any of the units. No domestic pet dog, cat or caged bird can be kept, bred or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner, shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

4. No Owner shall cause or permit the general common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering on sidewalks and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

5. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

6. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

7. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

8. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

9. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises, shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or reapir within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutues 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continued in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall ve reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to

obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDOMINIUM PROPERTY

Developer expressly reserves unto itself, its successors, and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold, or

3. In any event until no later than on January 1, 1982; the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws;

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

(f) Developer or its successors may execute, deliver and record in the Office of the Register of Deeds for Milwaukee, Milwaukee County, Wisconsin, such instruments, if any, as may be required to affectuate the provisions of Article XIII.

ARTICLE XV

AMENDMENT OF DECLARATION

This Declaration may be amended from time to time by the affirmative vote or written consent of at least two-thirds (2/3) of the Unit Owners, except that, no amendment shall diminish the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 9991 W. North Ave., Wauwatosa, Wisconsin 53226, as registered agent for Sileno Construction, Inc., a Wisconsin corporation; or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Developer, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the Owner or occupant of the Unit is present or not, and, upon prior request and at times convenient for the Owner or occupant, to make installations, alterations or repairs.

ARTICLE XVIII

SEVERABILITY

The invalidity of any provision contained in this Declaration by judgment or Court Order or otherwise shall in no way affect any other provisions herein contained.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 197___.

DEVELOPER
SILENO CONSTRUCTION [redacted], INC.
a Wisconsin corporation
as assignee of
J. J. DEVELOPMENT CO.,
a limited partnership

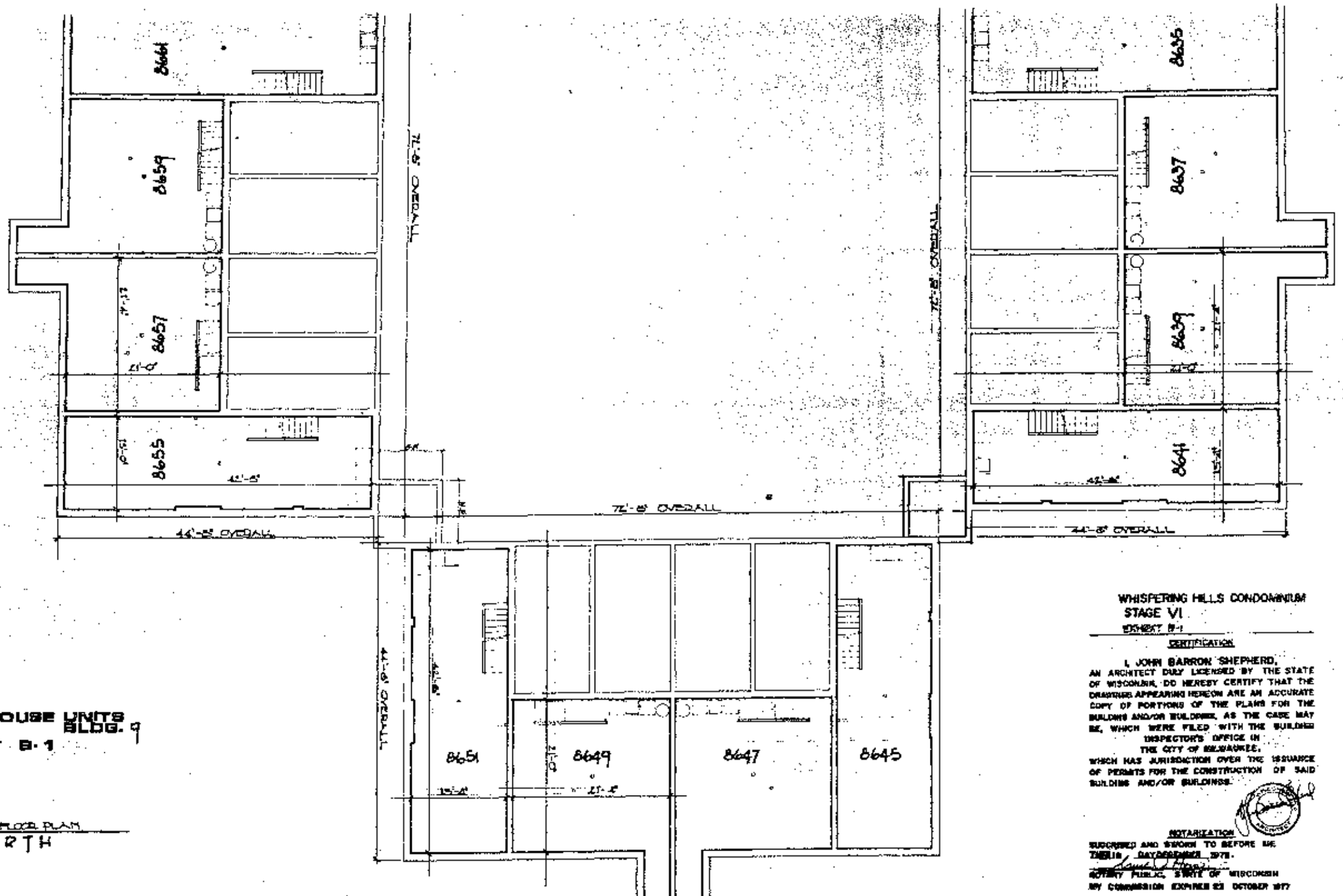
By _____
President

_____
Secretary

Signature of _____, President and _____, Secretary of Sileno Construction [redacted], Inc., a Wisconsin corporation, authenticated on this _____ day of _____, 197___.

_____
Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz. _____
Notary Public, Milwaukee County, Wisconsin.
My Commission Expires _____

This instrument was drafted by:
Tom E. Hayes, Attorney



TOWNHOUSE UNITS BLDG. 9

EXHIBIT B-1

BASEMENT FLOOR PLAN

NORTH

WHISPERING HILLS CONDOMINIUM
STAGE VI

EXHIBIT B-1

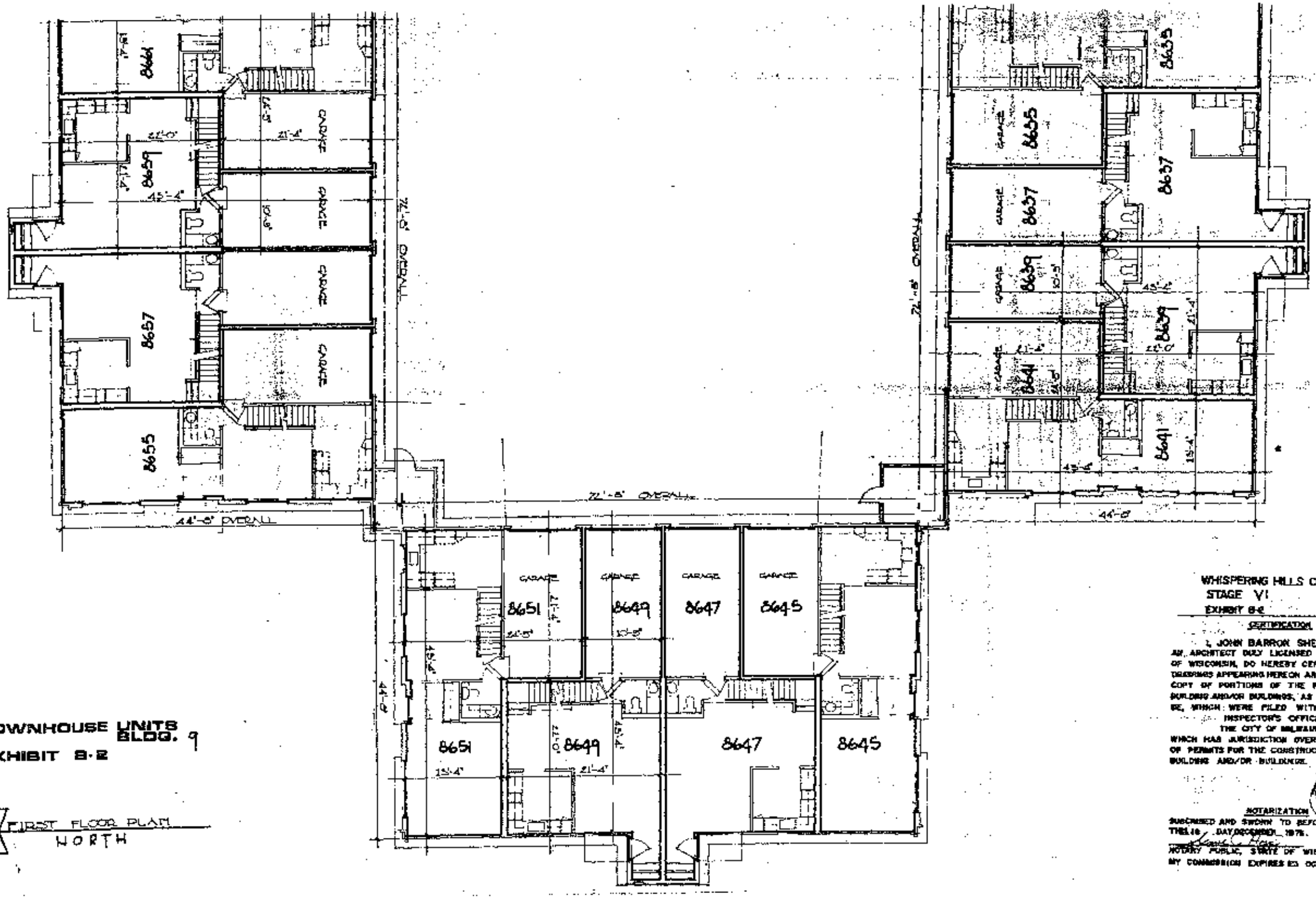
CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18 DAY OF DECEMBER 1978.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 22 OCTOBER 1977



TOWNHOUSE UNITS BLDG. 9

EXHIBIT B-2

FIRST FLOOR PLAN
NORTH

WHISPERING HILLS CONDOMINIUM
STAGE VI
EXHIBIT B-2

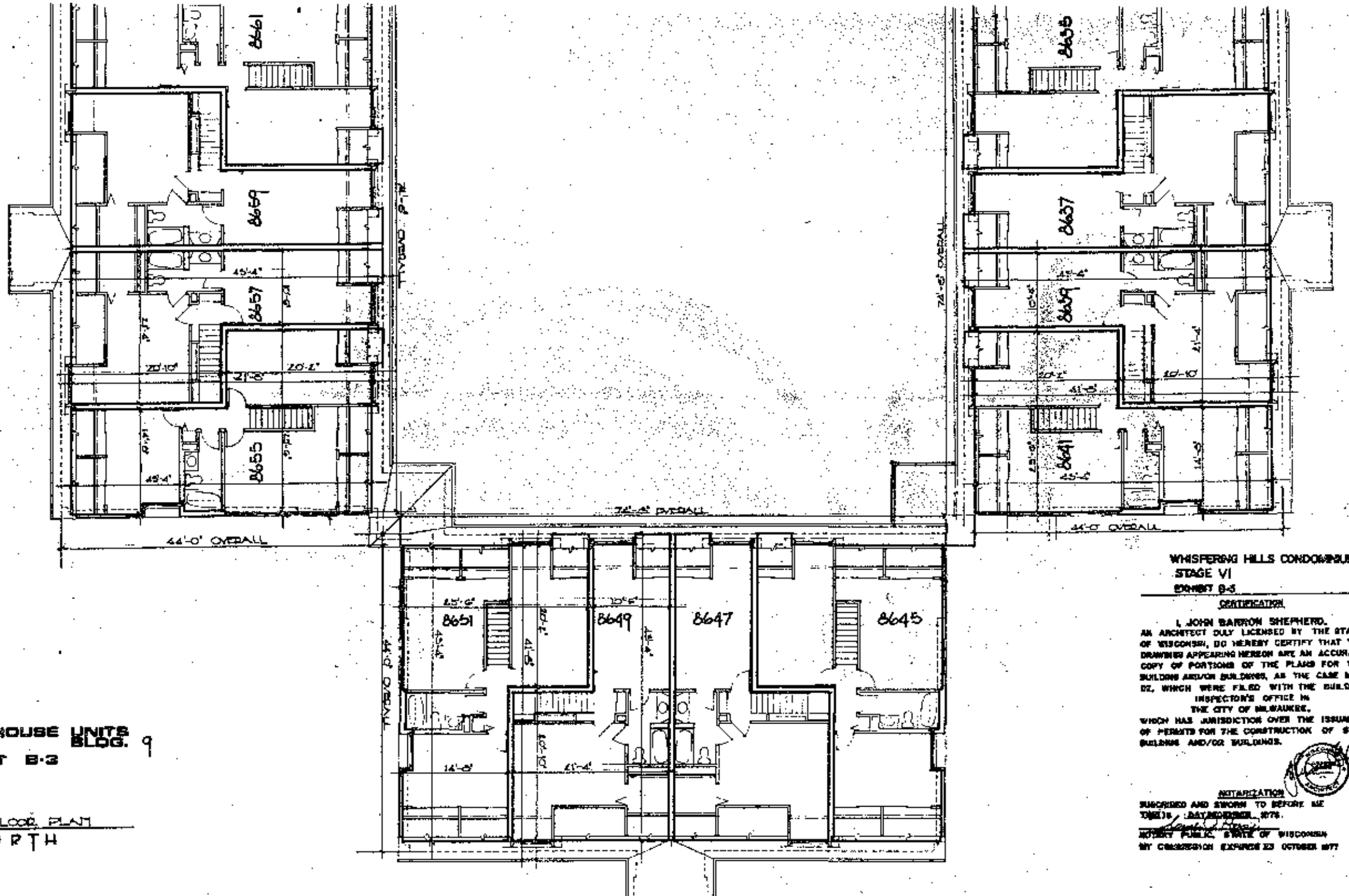
CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18 DAY DECEMBER 1975.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977



TOWNHOUSE UNITS BLDG. 9

EXHIBIT B-3

SECOND FLOOR PLAN

NORTH

WHISPERING HILLS CONDOMINIUM
STAGE VI
EXHIBIT B-3

CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS 16 DAY OF OCTOBER, 1976.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977

DECLARATION OF CONDOMINIUM
OF
WHISPERING HILLS – STAGE VII

This Declaration is made and entered into by Sileno Construction, Inc., a Wisconsin corporation, hereinafter called Developer, as assignee of J. J. DEVELOPMENT CO., a limited partnership, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

> Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin containing 16.1 acres of land, more or less.

WHEREAS, Developer may improve such real property by constructing thereon, in stages of up to 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills";

WHEREAS, Developer has constructed in Stages I, II, III, IV, V and VI, 139 dwelling units in ten buildings, respectively, and Stage II also includes a swimming pool and recreation building, and

WHEREAS, as the seventh stage of development, Developer is constructing 8 dwelling units in one building on that portion of the real property described above owned in fee by owner and which is described hereafter:

NOW, THEREFORE, for the purpose of the seventh stage of development, as the fee owner of the following described real property, to-wit:

> That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26′ 08″ West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35′ 36″ East and parallel to the East line of the West 1/2 of said 1/4 Section 611.57 ft. to a point; thence South 89° 26′ 08″ West 179.04 ft. to a point; thence South 00° 35′ 36″ East 152.33 ft. to a point, said point being the point of beginning of the land to be described; thence South 89° 26′ 08″ West 130.00 ft. to a point; thence South 50° 27′ 58″ West 45.00 ft. to a point; thence South 89° 26′ 08″ West 70.00 ft. to a point; thence South 00° 35′ 36″ East 11.02 ft. to a point; thence Southeasterly 152.80 ft. along the arc of a curve whose center lies to the East whose radius is 111.66 ft. and whose chord bears South 39° 47′ 48″ East 141.16 ft. to a point; thence Southeasterly 48.24 ft. along the arc of a curve whose center lies to the Southeast whose radius is 138.34 ft. and whose chord bears South 69° 00′ 34″ East 48.00 ft. to a point; thence North 45° 49′ 41″ East 139.62 ft. to a point; thence North 00° 35′ 36″ West 70.00 ft. to the point of beginning. The above described parcel contains 27,246 square feet (.625 acres).

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISIONS OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Eight (8) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the 8 units in the single multi-family building on or to be constructed on said property, and an adjacent patio and an attached garage. The boundaries of each of the 8 units within the multi-family building are:

   (a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit.
   (b) The horizontal boundaries shall be: (i) lower boundary – the plane of the lower surface of the concrete basement slab; (ii) upper boundary – the planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities"; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities in the amount specified and established in Article IV hereof.

ARTICLE III

DESIGNATION OF UNITS

The eight (8) separate units hereby established for separate conveyance as one building also designated as Building No. 15 are as follows:

7240 West Wabash Avenue	7250 West Wabash Avenue
7242 West Wabash Avenue	7252 West Wabash Avenue
7244 West Wabash Avenue	7254 West Wabash Avenue
7246 West Wabash Avenue	7256 West Wabash Avenue

The garage appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibit A and B attached hereto and made part hereof.

Each of the Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each Unit includes a separate basement, water heater, electric baseboard heaters, and central air conditioning.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the general common areas shall be 1/147 for so long as only the first seven stages are constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in Articles of Incorporation, and the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, central air conditioning, electric heating system, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the individual garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio, the basement and the garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general common areas and the facilities exterior to said buildings, including the patios and including the swimming pool and recreation buildings, but not the above-mentioned air conditioners, electric heaters, water heaters, and garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are repainted.

Document Number

Affidavit of Resolution
Title of Document

09650315

DOC.# 09650315

REGISTER'S OFFICE } SS
Milwaukee County, WI

RECORDED 09/17/2008 09:30AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 13.00
FEE EXEMPT 77.25 #: 0

This Resolution of Whispering Hills Condominium - Stage VII was enacted by Resolution of the Board of Directors.

The legal description is:

Unit 7240 West Wabash Avenue in building 15, unit 7242 West Wabash Avenue in building 15, unit 7244 West Wabash Avenue in building 15, unit 7246 West Wabash Avenue in building 15, unit 7250 West Wabash Avenue in building 15, unit 7252 West Wabash Avenue in building 15, unit 7254 West Wabash Avenue in building 15, unit 7256 West Wabash Avenue in building 15, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - Stage VII, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage VII, dated October 26, 1976 and recorded on October 28, 1976 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 970 of Records, at Images 599 to 609 as Document No. 5050275, and by a Condominium Plat.

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated 9-3-08

Suzanne Long
*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on 9-3-08
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Wisner
Notary Public, State of Wisconsin
My commission expires: 11-21-2010

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217????

INFO-PRO (800)655-2021 www.infoprolorms.com

RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, it is the objective of the Association to enforce its covenants to the extent they are reasonable; and

WHEREAS, the Association believes that its non-owner occupancy provision (Declaration Article VIII, Section 1) is unreasonable as it pertains to a unit owner's family occupying the unit;

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not enforce its non-owner occupancy provision when the unit is occupied by the unit owner's immediate family members. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

The remainder of the Association's non-owner occupancy prohibition shall remain in effect and enforceable.

Amendment Considered
At Meeting, 8/26/08 (Date)
Motion made by: Michael Holz
Seconded: yes (Yes/No)

In Favor: all
Opposed: none

Signed: Terry Bridgeman
Secretary

09460648

DOC.# 09460648

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 07/10/2007 01:48PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 15.00

Document Number

Affidavit of Resolution
Title of Document

This Resolution of Whispering Hills Condominium - Stage VII was enacted by Resolution of the Board of Directors.

The legal description is:

Unit 7240 West Wabash Avenue in building 15, unit 7242 West Wabash Avenue in building 15, unit 7244 West Wabash Avenue in building 15, unit 7246 West Wabash Avenue in building 15, unit 7250 West Wabash Avenue in building 15, unit 7252 West Wabash Avenue in building 15, unit 7254 West Wabash Avenue in building 15, unit 7256 West Wabash Avenue in building 15, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - Stage VII, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage VII, dated October 26, 1976 and recorded on October 28, 1976 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 970 of Records, at Images 599 to 609 as Document No. 5050275, and by a Condominium Plat.

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated July 10, 2007

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on July 10, 2007
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

JESSICA L. BOELDT NOTARY PUBLIC STATE OF WISCONSIN

Jessica L. Boeldt
Notary Public, State of Wisconsin
My commission expires: IS permanent

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217????

INFO-PRO (800)655-2021 www.infoproforms.com

RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, the Association wishes to comply with all fair housing laws;

WHEREAS, the Association wishes to comply with HUD Handbook 4265.1, Chapter 12, Paragraph 12-5(1), in order to remain on the FHA's approved condominium list for lending to unit owners or prospective unit owners;

WHEREAS, the Declaration of Condominium contains a Right of First Refusal which states as follows:

> An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigned, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within ten (10) day period, the Owner shall have the right continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the

particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act of the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not implement any Right of First Refusal on any unit at the condominium. The above-cited Declaration provision is hereby null and void.

Amendment Considered
At Meeting, June 19, 2007 (Date)
Motion made by: Catherine Ansay
Seconded: Yes
(Yes/No)

In Favor: 4
Opposed: 0

Signed: _____
Secretary

7659984

Document Number

Amendment of
Condominium Declaration

Document Title

REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT 11 05 AM

DEC 3 1 1998

REEL _____ IMAGE _____

Walter R Berzowski REGISTER OF DEEDS

Recording Area

Name and Return Address

Debra A. Slater
Weiss, Berzowski, Brady & Donahue LLP
700 N. Water St., #1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

7659984

RECORD 16.00

6.00

VII

AMENDMENT OF DECLARATION OF CONDOMINIUM OF
WHISPERING HILLS - STAGE VII

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage VII, covering the following described property:

> That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 611.57 ft. to a point; thence South 89° 26' 08" West 179.04 ft. to a point; thence South 00° 35' 36" East 152.33 ft. to a point, said point being the point of beginning of the land to be described; thence South 89° 26' 08" West 130.00 to a point; thence South 50° 27' 58" West 45.00 ft. to a point; thence South 89° 26' 08" West 70.00 ft. to a point; thence South 00° 35' 36" East 11.02 ft. to a point; thence Southeasterly 152.80 ft. along the arc of a curve whose center lies to the East whose radius is 111.66 ft. and whose chord bears South 39° 47' 48" East 141.16 ft. to a point; thence Southeasterly 48.24 ft. along the arc of a curve whose center lies to the Southeast whose radius is 138.34 ft. and whose chord bears South 69° 00' 34" East 48.00 ft. to a point; thence North 45° 49' 41" East 139.62 ft. to a point; thence North 00° 35' 36" West 70.00 ft. to the point of beginning. The above described parcel contains 27,246 square feet (.625 acres).

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon review of the tenancy and circumstances of the owner, grant additional periods of waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 6, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 31 day of December, 1998.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: Debra

Debra A. Slater, c/o Weiss, Berzowski, Brady & Donahue LLP, Its Attorney
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios, nor shall uncovered grills be used or stored on patios. Patios shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same. Upon conveyance, each owner shall make a one time capital contribution for working capital to the Whispering Hills Owners Association in the amount to be determined by the Board of Directors and subject to change at Board's discretion.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No owner shall convey title thereto or permit occupancy thereof by a grantee or occupant for a household composed, for a Unit with two (2) bedrooms, of more than one (1) child or, for a Unit with three (3) bedrooms, of more than two (2) children.

3. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat, or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in any of the units. No domestic pet dog, cat or caged bird can be kept, bred or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner, shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

4. No Owner shall cause or permit the general common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering on sidewalks and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

5. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

6. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

7. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

8. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

9. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises, shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or reapir within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continued in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall ve reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to

obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDOMINIUM PROPERTY

Developer expressly reserves unto itself, its successors, and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold, or

3. In any event until no later than on January 1, 1982; the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws:

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

(f) Developer or its successors may execute, deliver and record in the Office of the Register of Deeds for Milwaukee, Milwaukee County, Wisconsin, such instruments, if any, as may be required to affectuate the provisions of Article XIII.

ARTICLE XV

AMENDMENT OF DECLARATION

This Declaration may be amended from time to time by the affirmative vote or written consent of at least two-thirds (2/3) of the Unit Owners, except that, no amendment shall diminish the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 9991 W. North Ave., Wauwatosa, Wisconsin 53226, as registered agent for Sileno Construction, Inc., a Wisconsin corporation; or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Developer, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the Owner or occupant of the Unit is present or not, and, upon prior request and at times convenient for the Owner or occupant, to make installations, alterations or repairs.

ARTICLE XVIII

SEVERABILITY

The invalidity of any provision contained in this Declaration by judgment or Court Order or otherwise shall in no way affect any other provisions herein contained.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 197___.

DEVELOPER
SILENO CONSTRUCTION [redacted], INC.
a Wisconsin corporation
as assignee of
J. J. DEVELOPMENT CO.,
a limited partnership

By _____
President

_____
Secretary

Signature of _____, President and _____, Secretary of Sileno Construction [redacted], Inc., a Wisconsin corporation, authenticated on this _____ day of _____, 197___.

_____
Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz.
Notary Public, Milwaukee County, Wisconsin.

My Commission Expires _____

This instrument was drafted by:
Tom E. Hayes, Attorney

DECLARATION OF CONDOMINIUM
OF
WHISPERING HILLS – STAGE VIII

This Declaration is made and entered into by Sileno Construction, Inc., a Wisconsin corporation, hereinafter called Developer, as assignee of J. J. DEVELOPMENT CO., a limited partnership, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

> Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin containing 16.1 acres of land, more or less.

WHEREAS, Developer may improve such real property by constructing thereon, in stages of up to 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills";

WHEREAS, Developer has constructed in Stages I, II, III, IV, V, VI and VII, 147 dwelling units in eleven buildings, respectively, and Stage II also includes a swimming pool and recreation building, and

WHEREAS, as the eighth stage of development, Developer is constructing 12 dwelling units in one building on that portion of the real property described above owned in fee by owner and which is described hereafter:

NOW, THEREFORE, for the purpose of the eighth stage of development, as the fee owner of the following described real property, to-wit:

> That part of the North West One-quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West 1/2 of said 1/4 Section 1194.27 ft. to a point; thence South 89° 26' 18" West 394.95 ft. to the point of beginning of the land to be described; thence continuing South 89° 26' 18" West 215.00 ft. to a point; thence North 00° 36' 06" West 212.54 ft. to a point; thence North 89° 26' 08" East 198.05 ft. to a point; thence South 05° 09' 39" East 213.24 ft. to the point of beginning. The above described parcel contains 1.008 acres.

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISIONS OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Twelve (12) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the twelve units in the single multi-family building on or to be constructed on said property, and an adjacent patio and an attached garage. The boundaries of each of the twelve units within the multi-family building are:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit.
(b) The horizontal boundaries shall be: (i) lower boundary – the plane of the lower surface of the concrete basement slab; (ii) upper boundary – the planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities"; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities in the amount specified and established in Article IV hereof.

ARTICLE III

DESIGNATION OF UNITS

The twelve (12) separate units hereby established for separate conveyance as one building also designated as Building No. 10 are as follows:

7259 West Wabash Avenue	7269 West Wabash Avenue	7279 West Wabash Avenue
7261 West Wabash Avenue	7271 West Wabash Avenue	7281 West Wabash Avenue
7263 West Wabash Avenue	7273 West Wabash Avenue	7283 West Wabash Avenue
7265 West Wabash Avenue	7275 West Wabash Avenue	7285 West Wabash Avenue

The garage appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibit A and B attached hereto and made part hereof.

Each of the Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each Unit includes a separate basement, water heater, electric baseboard heaters, and central air conditioning.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the general common areas shall be 1/159 for so long as only the first eight stages are constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in Articles of Incorporation, and the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, central air conditioning, electric heating system, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the individual garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio, the basement and the garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general common areas and the facilities exterior to said buildings, including the patios and including the swimming pool and recreation buildings, but not the above-mentioned air conditioners, electric heaters, water heaters, and garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are repainted.

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios, nor shall uncovered grills be used or stored on patios. Patios shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same. Upon conveyance, each owner shall make a one time capital contribution for working capital to the Whispering Hills Owners Association in the amount to be determined by the Board of Directors and subject to change at Board's discretion.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

N/A 2. No owner shall convey title thereto or permit occupancy thereof by a grantee or occupant for a household composed, for a Unit with two (2) bedrooms, of more than one (1) child or, for a Unit with three (3) bedrooms, of more than two (2) children.

3. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat, or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in any of the units. No domestic pet dog, cat or caged bird can be kept, bred or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner, shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

4. No Owner shall cause or permit the general common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering on sidewalks and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

5. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

6. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

7. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

8. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

9. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises, shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction of repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or reapir within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutues 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continued in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall ve reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to

obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDOMINIUM PROPERTY

Developer expressly reserves unto itself, its successors, and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold, or

3. In any event until no later than on January 1, 1982; the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws:

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

(f) Developer or its successors may execute, deliver and record in the Office of the Register of Deeds for Milwaukee, Milwaukee County, Wisconsin, such instruments, if any, as may be required to affectuate the provisions of Article XIII.

ARTICLE XV

AMENDMENT OF DECLARATION

This Declaration may be amended from time to time by the affirmative vote or written consent of at least two-thirds (2/3) of the Unit Owners, except that, no amendment shall diminish the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 9991 W. North Ave., Wauwatosa, Wisconsin 53226, as registered agent for Sileno Construction, Inc., a Wisconsin corporation; or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Developer, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the Owner or occupant of the Unit is present or not, and, upon prior request and at times convenient for the Owner or occupant, to make installations, alterations or repairs.

ARTICLE XVIII

SEVERABILITY

The invalidity of any provision contained in this Declaration by judgment or Court Order or otherwise shall in no way affect any other provisions herein contained.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 197___.

DEVELOPER
SILENO CONSTRUCTION [redacted], INC.
a Wisconsin corporation
as assignee of
J. J. DEVELOPMENT CO.,
a limited partnership

By _____
President

_____
Secretary

Signature of _____, President and _____, Secretary of Sileno Construction [redacted], Inc., a Wisconsin corporation, authenticated on this _____ day of _____, 197___.

_____
Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz. _____
Notary Public, Milwaukee County, Wisconsin.

My Commission Expires _____

This instrument was drafted by:
Tom E. Hayes, Attorney

7659985

Document Number

Amendment of
Condominium Declaration

Document Title

REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT -11 05 AM

DEC 3 1 1998

REEL _____ IMAGE _____

Walter R. Berzowski REGISTER OF DEEDS

Recording Area

Name and Return Address

Debra A. Slater
Weiss, Berzowski, Brady & Donahue LLP
700 N. Water St., #1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

7659985

RECORD 14.00

8

00

VIII

AMENDMENT OF DECLARATION OF CONDOMINIUM OF
WHISPERING HILLS - STAGE VIII

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage VIII, covering the following described property:

> That part of the North West One-Quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 1194.27 ft. to a point; thence South 89° 26' 18" West 394.95 ft. to the point of beginning of the land to be described; thence continuing South 89° 26' 18" West 215.00 ft. to a point; thence North 00° 36' 06" West 212.54 ft. to a point; thence North 89° 26' 08" East 198.05 ft. to a point, thence South 05° 09' 39" East 213.24 ft. to the point of beginning. The above described parcel contains 1.008 acres.

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon review of the tenancy and circumstances of the owner, grant additional periods of waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from

this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 6, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 31 day of December 1998.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: _____

Debra A. Slater, c/o Weiss, Berzowski, Brady & Donahue LLP, Its Attorney
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 31st day of December, 1998, the above named Debra A. Slater to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary public, State of Wisconsin.
My commission expires 8/8/99

THIS INSTRUMENT WAS DRAFTED
BY ATTORNEY DEBRA A. SLATER

Document Number

Affidavit of Resolution
Title of Document

09650316

DOC.# 09650316

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED 09/17/2008 09:30AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 13.00
FEE EXEMPT 77.25 #: 0

This Resolution of Whispering Hills Condominium - Stage VIII was enacted by Resolution of the Board of Directors.

The legal description is:

Unit 7259 West Wabash Avenue in building 10, unit 7261 West Wabash Avenue in building 10, unit 7263 West Wabash Avenue in building 10, unit 7265 West Wabash Avenue in building 10, unit 7269 West Wabash Avenue in building 10, unit 7271 West Wabash Avenue in building 10, unit 7273 West Wabash Avenue in building 10, unit 7275 West Wabash Avenue in building 10, unit 7279 West Wabash Avenue in building 10, unit 7281 West Wabash Avenue in building 10, unit 7283 West Wabash Avenue in building 10, unit 7285 West Wabash Avenue in building 10, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - Stage VIII, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage VIII, dated March 28, 1977 and recorded on April 11, 1977 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 1005 of Records, at Images 590 to 599 as Document No. 5090036, and by a Condominium Plat.

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated 9-3-08

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on 9-3-08
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Wesner
Notary Public, State of Wisconsin
My commission expires: 11-21-2010

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

INFO-PRO (800)655-2021 www.infoprollaws.com

RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, it is the objective of the Association to enforce its covenants to the extent they are reasonable; and

WHEREAS, the Association believes that its non-owner occupancy provision (Declaration Article VIII, Section 1) is unreasonable as it pertains to a unit owner's family occupying the unit;

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not enforce its non-owner occupancy provision when the unit is occupied by the unit owner's immediate family members. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

The remainder of the Association's non-owner occupancy prohibition shall remain in effect and enforceable.

Amendment Considered
At Meeting, 8/26/08 (Date)
Motion made by: Michael Holz
Seconded: yes
(Yes/No)

In Favor: all
Opposed: none

Signed: Cheri Bridgeford
Secretary

8117141

REGISTER'S OFFICE SS
Milwaukee County, WI
RECORDED AT 3:31 PM
08-14-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 14.00

Document Number

Declaration of Condominium of Whispering Hills -- Stage VIII
Affidavit of Glenn F. Rosing

Recording Area

Name and Return Address:
Lynn A. Ludke, Esq.
Weiss Berzowski Brady LLP
700 North Water Street, #1400
Milwaukee, WI 53202

Parcel Identification Number (PIN)

DECLARATION OF CONDOMINIUM
OF WHISPERING HILLS – STAGE VIII

AFFIDAVIT OF GLENN F. ROSING

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Glenn F. Rosing, being first duly sworn on oath, deposes and says as follows:

1. I am the president of the Whispering Hills Owners Association, Inc. Whispering Hills Owners Association, Inc. manages administers and operates all of the property in condominium status at Whispering Hills.

2. Whispering Hills is a condominium development located in the City and County of Milwaukee, Wisconsin, and was constructed in twelve stages.

3. The Declaration of Condominium of Whispering Hills, Stage VIII, dated March 28, 1977, and as amended to date, (the "Declaration") covers the following described property:

> That part of the North West One-Quarter of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East and parallel to the East line of the West ½ of said ¼ Section 1194.27 ft. to a point; thence South 89° 26' 18" West 394.95 ft. to the point of beginning of the land to be described; thence continuing South 89° 26' 18" West 215.00 ft. to a point; thence North 00° 36' 06" West 212.54 ft. to a point; thence North 89° 26' 08" East 198.05 ft. to a point, thence South 05° 09' 39" East 213.24 ft. to the point of beginning. The above described parcel contains 1.008 acres.

4. Article VIII Section 2 of the Declaration prohibits owners of units composed of two bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than one child. It also prohibits owners of units composed of three bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than two children.

5. Whispering Hills Owners Association, Inc. acknowledges that the restrictions contained in Article VIII Section 2 of the Declaration are prohibited by the Fair Housing Amendments Act of 1988, and therefore, are invalid and unenforceable

6. Whispering Hills Owners Association, Inc. does not enforce the restrictions contained in Article VIII Section 2 of the Declaration has not enforced said restrictions since the enactment of the Fair Housing Amendments Act of 1988.

Dated 7/30/2001

Glenn F. Rosing

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 30 day of July, 2001, the above named Glenn F. Rosing to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Wenzel
Notary public, State of Wisconsin.
My commission 12-1-2002

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY LYNN A. LUDKE

UNOFFICIAL COPY

DECLARATION OF CONDOMINIUM
OF
WHISPERING HILLS – STAGE IX

This Declaration is made and entered into by Sileno Construction, Inc., a Wisconsin corporation, hereinafter called Developer, as assignee of J. J. DEVELOPMENT CO., a limited partnership, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin containing 16.1 acres of land, more or less.

WHEREAS, Developer may improve such real property by constructing thereon, in stages of up to 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills";

WHEREAS, Developer has constructed in Stages I, II, III, IV, V, VI, VII and VIII, 159 dwelling units in twelve buildings, respectively, and Stage II also includes a swimming pool and recreation building, and

WHEREAS, as the ninth stage of development, Developer is constructing 12 dwelling units in one building on that portion of the real property described above owned in fee by owner and which is described hereafter:

NOW, THEREFORE, for the purpose of the ninth stage of development, as the fee owner of the following described real property, to-wit:

That part of the NW 1/4 of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence 89° 26' 08" West along the North line of said 1/4 Section 1,368.37 ft. to a point; thence South 00° 35' 36" East 1,194.27 ft. to a point; thence South 89° 26' 18" West 223.85 ft. to the point of beginning of the land to be described; thence continuing South 89° 26' 18" West 171.10 ft. to a point; thence North 05° 09' 39" West 213.24 ft. to a point; thence Northeasterly 84.70 ft. along the arc of a curve whose center lies to the Northwest whose radius is 473.93 ft. and whose chord bears North 27° 24' 52" East 84.59 ft. to a point thence North 22° 17' 40" East 13.62 ft. to a point; thence Southeasterly 46.20 ft. along the arc of a curve whose center lies to the Northeast whose radius is 111.66 ft. and whose chord bears South 67° 08' 49" East 45.87 ft. to a point of reverse curve; thence Southeasterly 85.31 ft. along the arc of a curve whose center lies to the Southwest, whose radius is 138.34 ft. and whose chord bears South 61° 20' 00" East 83.97 ft. to a point of reverse curve; thence Southeasterly 41.76 ft. along the arc of a curve whose center lies to the Northeast whose radius is 111.66 ft. and whose chord bears South 54° 22' 48" East 41.48 ft. to a point; thence South 24° 54' 24" West 13.34 ft. to a point; thence South 00° 35' 36" East 204.05 ft. to the point of beginning. Said parcel contains 1.093 acres.

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISIONS OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Twelve (12) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the twelve units in the single multi-family building on or to be constructed on said property, and an adjacent patio and an attached garage. The boundaries of each of the twelve units within the multi-family building are:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit.
(b) The horizontal boundaries shall be: (i) lower boundary – the plane of the lower surface of the concrete basement slab; (ii) upper boundary – the planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities"; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities in the amount specified and established in Article IV hereof.

Doc Yr: 2012 Doc# 05095434 Page# 1 of 10

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ARTICLE III

DESIGNATION OF UNITS

The twelve (12) separate units hereby established for separate conveyance as one building also designated as Building No. 11 are as follows:

7231 West Wabash Avenue	7239 West Wabash Avenue	7249 West Wabash Avenue
7233 West Wabash Avenue	7241 West Wabash Avenue	7251 West Wabash Avenue
7235 West Wabash Avenue	7243 West Wabash Avenue	7253 West Wabash Avenue
7237 West Wabash Avenue	7245 West Wabash Avenue	7255 West Wabash Avenue

The garage appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibit A and B attached hereto and made part hereof.

Each of the Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each Unit includes a separate basement, water heater, electric baseboard heaters, and central air conditioning.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the general common areas shall be 1/171 for so long as only the first nine stages are constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in Articles of Incorporation, and the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, central air conditioning, electric heating system, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the individual garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio, the basement and the garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general common areas and the facilities exterior to said buildings, including the patios and including the swimming pool and recreation buildings, but not the above-mentioned air conditioners, electric heaters, water heaters, and garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are repainted.

UNOFFICIAL COPY

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios, nor shall uncovered grills be used or stored on patios. Patios shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations in the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owner shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same. Upon conveyance, each owner shall make a one time capital contribution for working capital to the Whispering Hills Owners Association in the amount to be determined by the Board of Directors and subject to change at Board's discretion.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No owner shall convey title thereto or permit occupancy thereof by a grantee or occupant for a household composed, for a Unit with two (2) bedrooms, of more than one (1) child or, for a Unit with three (3) bedrooms, of more than two (2) children.

3. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat, or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in any of the units. No domestic pet dog, cat or caged bird can be kept, bred or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner, shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

4. No Owner shall cause or permit the general common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering on sidewalks and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, horse trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access in or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

5. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open flues, fireplaces or elsewhere.

6. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

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7. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

8. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

9. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises, shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or reapir within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutues 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continued in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall ve reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to

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obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDOMINIUM PROPERTY

Developer expressly reserves unto itself, its successors, and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold, or

3. In any event until no later than on January 1, 1982; the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws:

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

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(f) Developer or its successors may execute, deliver and record in the Office of the Register of Deeds for Milwaukee, Milwaukee County, Wisconsin, such instruments, if any, as may be required to affectuate the provisions of Article XIII.

ARTICLE XV

AMENDMENT OF DECLARATION

This Declaration may be amended from time to time by the affirmative vote or written consent of at least two-thirds (2/3) of the Unit Owners, except that, no amendment shall diminish the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 9991 W. North Ave., Wauwatosa, Wisconsin 53226, as registered agent for Sileno Construction, Inc., a Wisconsin corporation; or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Developer, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the Owner or occupant of the Unit is present or not, and, upon prior request and at times convenient for the Owner or occupant, to make installations, alterations or repairs.

ARTICLE XVIII

SEVERABILITY

The invalidity of any provision contained in this Declaration by judgment or Court Order or otherwise shall in no way affect any other provisions herein contained.

Dated at Milwaukee, Wisconsin, this 28th day of April, 1977.

5095434

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 4:00 PM
on APR 29 1977 In
Reel 1009 Image 2106 To 2115 incl.

REGISTER OF DEEDS

DEVELOPER
SILENO CONSTRUCTION [redacted], INC.
a Wisconsin corporation
as assignee of
J. J. DEVELOPMENT CO.,
a limited partnership

By Joseph Sileno, President

Joseph P. Sileno, Jr., Secretary

Signature of Joseph Sileno, President and Joseph P. Sileno, Jr., Secretary of Sileno Construction [redacted], Inc., a Wisconsin corporation, authenticated on this 28th day of April, 1977.

Sue A. Balistreri

Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz.

Notary Public, Milwaukee County, Wisconsin.

My Commission Expires 12/23/79

This instrument was drafted by:
Tom E. Hayes, Attorney

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EXHIBIT - A

Plat of Survey

That part of the NW 1/4 of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin which is bounded and described as follows:

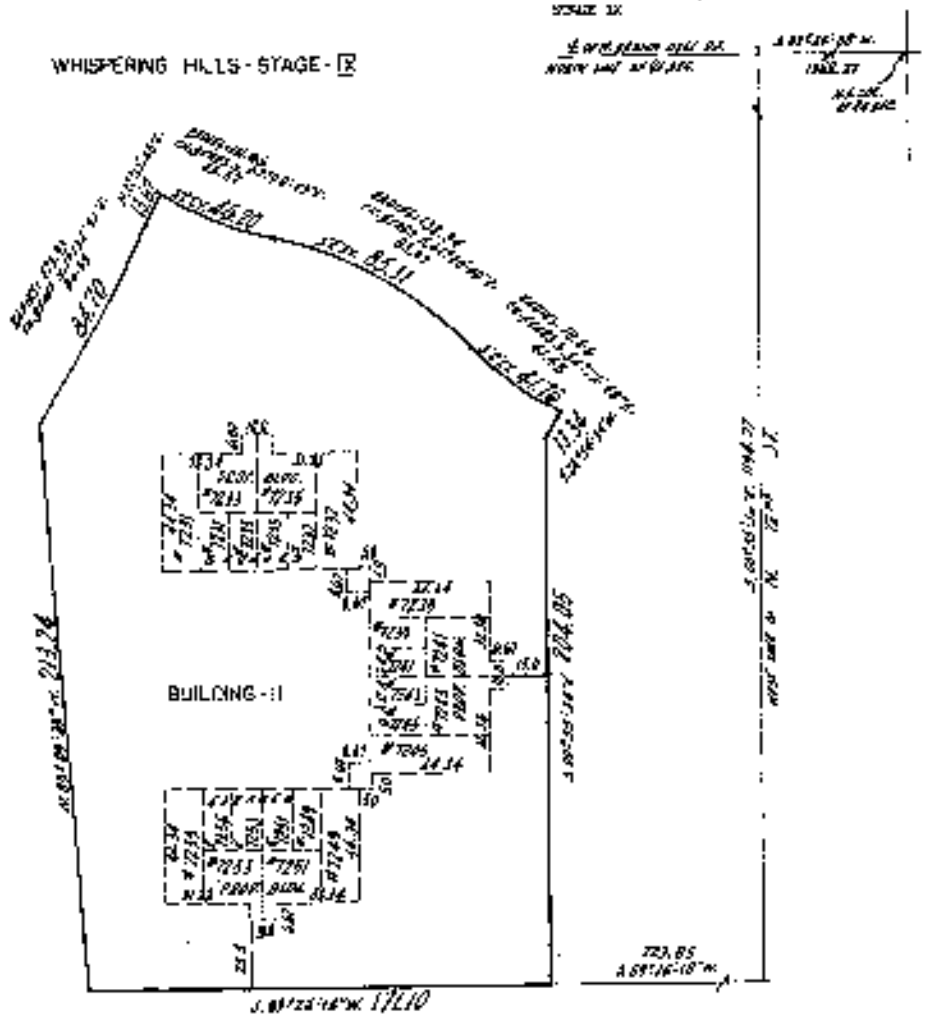
Commencing at the Northeast corner of said 1/4 Section; thence South 89° 36' 08" West along the North line of said 1/4 Section 1,108.37 ft. to a point; thence South 00° 23' 52" East 1,194.27 ft. to a point; thence South 89° 28' 18" West 323.85 ft. to the point of beginning of the land to be described; thence continuing South 89° 28' 18" West 111.10 ft. to a point; thence North 05° 09' 39" West 210.24 ft. to a point; thence Northeasterly 84.10 ft. along the arc of a curve whose center lies to the Southeast whose radius is 870.90 ft. and whose chord bears North 27° 34' 53" East 84.08 ft. to a point; thence North 72° 17' 40" East 13.62 ft. to a point; thence Southeasterly 46.20 ft. along the arc of a curve whose center lies to the Northeast whose radius is 111.86 ft. and whose chord bears South 67° 08' 49" East 45.87 ft. to a point of reverse curve; thence Southeasterly 85.11 ft. along the arc of a curve whose center lies to the Southwest, whose radius is 138.34 ft. and whose chord bears South 61° 25' 00" East 83.93 ft. to a point of reverse curve; thence Southeasterly 42.76 ft. along the arc of a curve whose center lies to the Northeast; whose radius is 111.86 ft. and whose chord bears South 54° 22' 43" East 41.48 ft. to a point; thence South 34° 54' 24" West 13.34 ft. to a point; thence South 00° 31' 36" East 204.65 ft. to the point of beginning.

Said parcel contains 1.000 acres.

MARCH 31, 1977

SURVEY NO. 130603-A
STAGE IX

WHISPERING HILLS - STAGE - IX



I Certify that I have surveyed the above described property (Property), and the above map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent encroachments and roadways and rights of way thereon, if any.

This survey is made for the exclusive use of the present owners of the Property, and of those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Kenneth E. Rude

WISCONSIN KENNETH E. RUDE S-1157 REGISTERED LAND SURVEYOR

national survey & engineering

Doc No. 2012 Microfilm 0449434 Page 7 of 10

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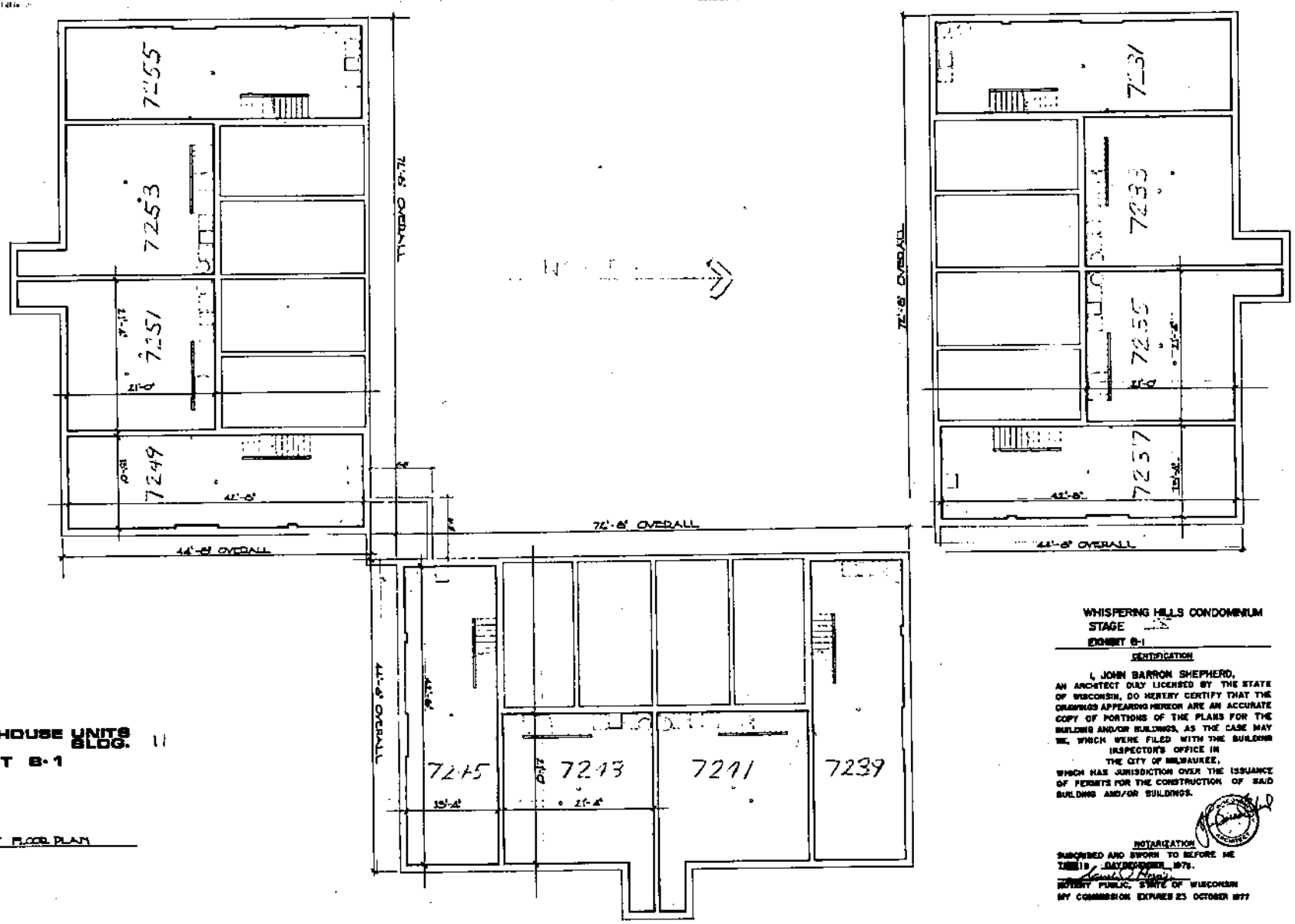
REEL 1009 IMAG 2113



TOWNHOUSE UNITS BLDG. 11

EXHIBIT B-1

BASEMENT FLOOR PLAN

WHISPERING HILLS CONDOMINIUM
STAGE
EXHIBIT B-1

CERTIFICATION

I, JOHN BARRON SHEPHERD,
AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19 DAY DECEMBER 1976.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977

Doc Yr: 2012 Doc# 05095434 Page# 8 of 10

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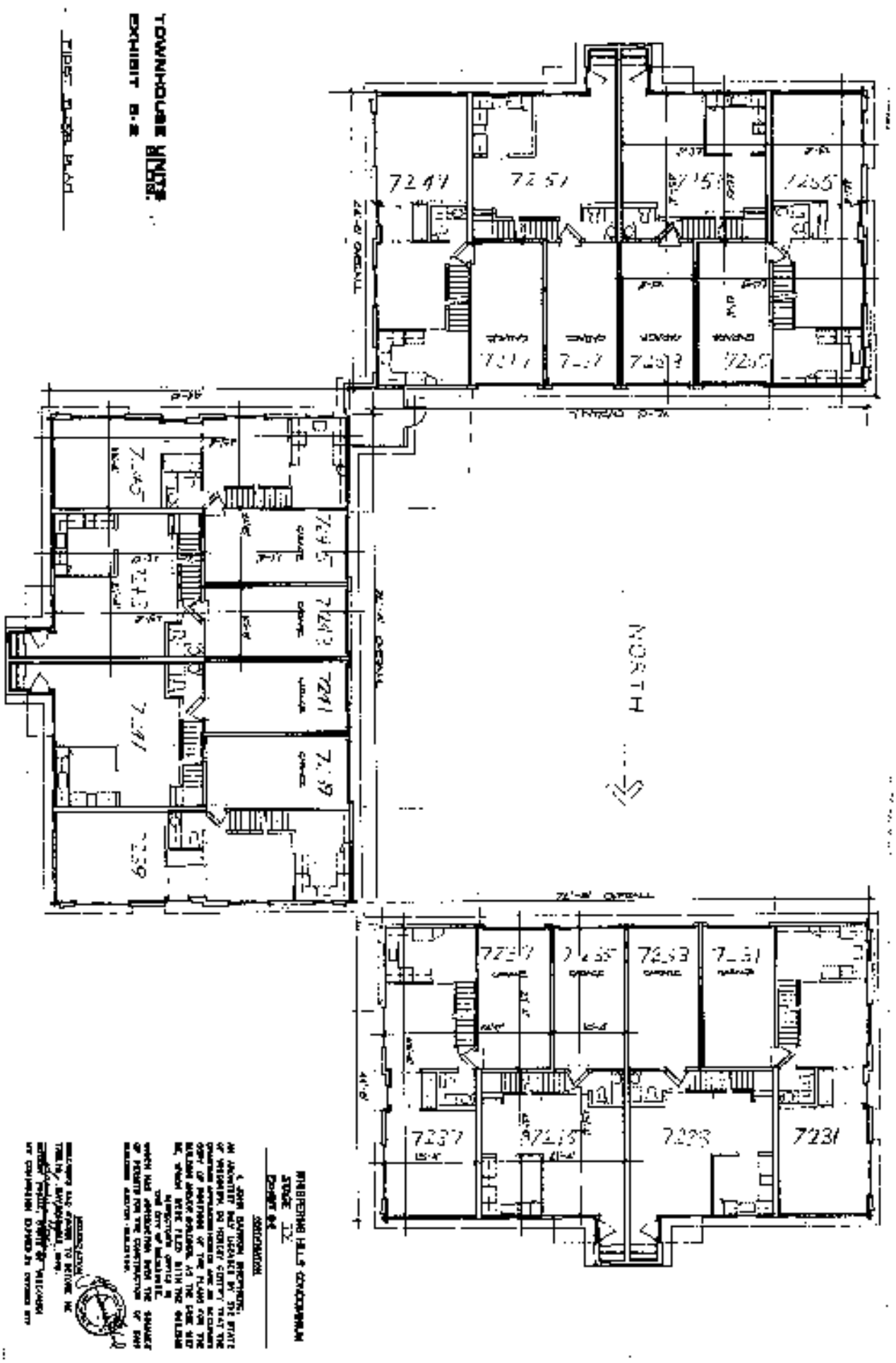
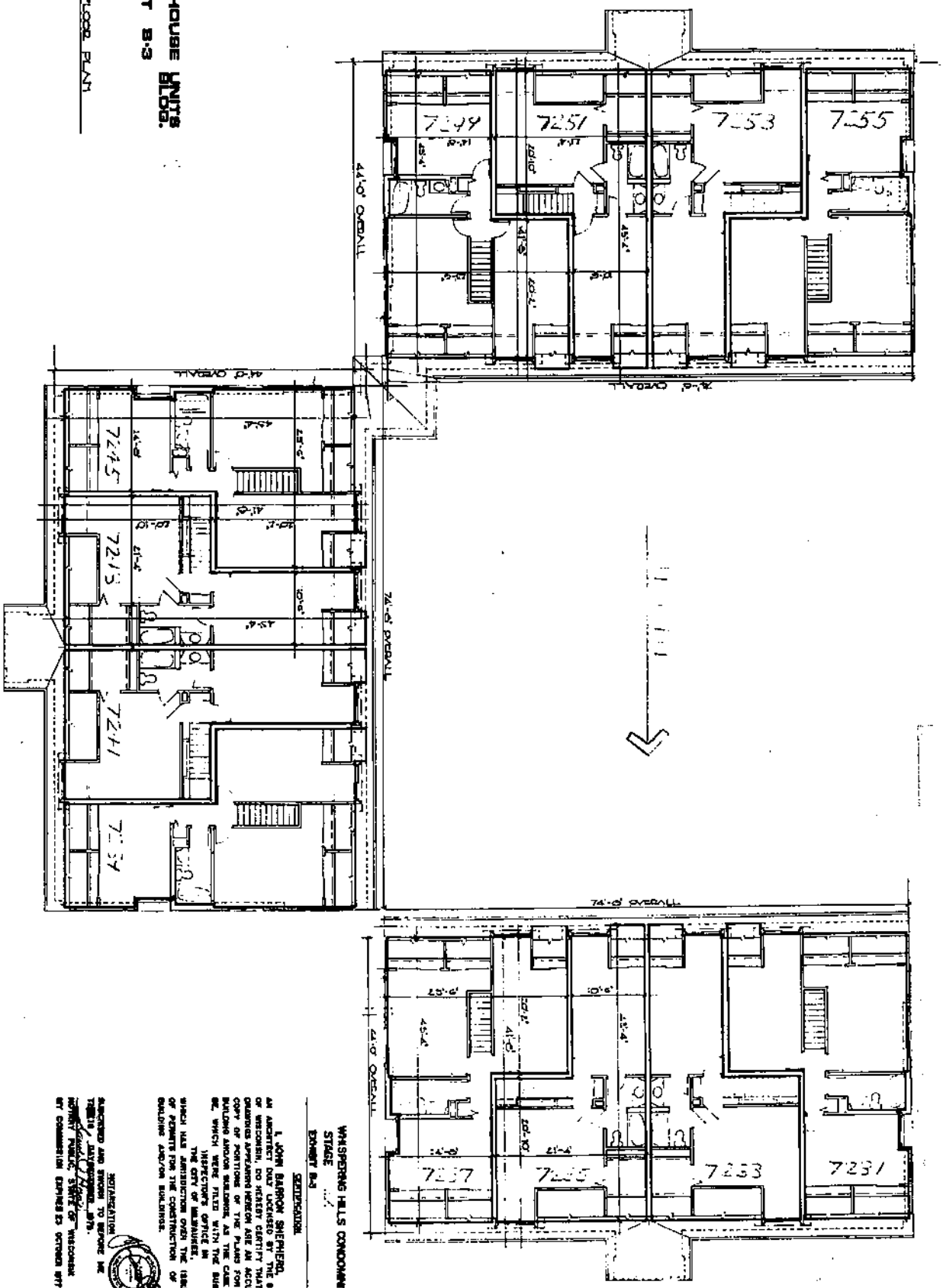


UNOFFICIAL COPY

TOWNHOUSE UNITS BLDG.
EXHIBIT B-3
SECOND FLOOR PLAN



WHISPERING HILLS CONDOMINIUM
STAGE
EXHIBIT B-3

CERTIFICATION

I, JOHN BARRON SHEPHERD, OF THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS AS THE SAME MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19 DAY OF NOVEMBER, 1979.

NOTARIZATION

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977

7659986

Document Number

Amendment of
Condominium Declaration

Document Title

REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT 11 05 AM

DEC 3 1 1998

REEL _____ IMAGE _____

Walter R Borzyk REGISTER OF DEEDS

Recording Area

Name and Return Address

Debra A. Slater
Weiss, Berzowski, Brady & Donahue LLP
700 N. Water St., #1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

7659986

RECORD 16.00

9

IX

AMENDMENT OF DECLARATION OF CONDOMINIUM OF
WHISPERING HILLS - STAGE IX

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage IX, covering the following described property:

> That part of the NW ¼ of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East 1,194.27 ft. to a point; thence South 89° 26' 18" West 223.85 ft. to the point of beginning of the land to be described; thence continuing South 89° 26' 18" West 171.10 ft. to a point; thence North 05° 09' 39" West 213.24 ft. to a point; thence Northeasterly 34.70 ft. along the arc of a curve whose center lies to the Northwest whose radius is 473.93 ft. and whose chord bears North 27° 24' 52" East 84.59 ft. to a point thence North 22° 17' 40" East 13.62 ft. to a point; thence Southeasterly 46.20 ft. along the arc of a curve whose center lies to the Northeast whose radius is 111.66 ft. and whose chord bears South 67° 08' 49" East 45.87 ft. to a point of reverse curve; thence Southeasterly 85.31 ft. along the arc of a curve whose center lies to the Southwest, whose radius is 138.34 ft. and whose chord bears South 61° 20' 00" East 83.97 ft. to a point of reverse curve; thence Southeasterly 41.76 ft. along the arc of a curve whose center lies to the Northeast whose radius is 111.66 ft. and whose chord bears South 54° 22' 48" East 41.48 ft. to a point; thence South 24° 54' 24" West 13.34 ft. to a point; thence South 00° 35' 36" East 204.05 ft. to the point of beginning. Said parcel contains 1.093 acres.

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon review of the tenancy and circumstances of the owner, grant additional periods of waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 6, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 31 day of December 1998.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: _____

Debra A. Slater, c/o Weiss, Berzowski, Brady & Donahue LLP, Its Attorney
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202

8117142

REGISTER'S OFFICE } SS
Milwaukee County, WI

RECORDED AT 3:31 PM

08-14-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 14.00

Document Number

Declaration of Condominium of
Whispering Hills – Stage IX
Affidavit of Glenn F. Rosing

Recording Area

Name and Return Address:
Lynn A. Ludke, Esq.
Weiss Berzowski Brady LLP
700 North Water Street, #1400
Milwaukee, WI 53202

Parcel Identification Number (PIN)

DECLARATION OF CONDOMINIUM
OF WHISPERING HILLS – STAGE IX

AFFIDAVIT OF GLENN F. ROSING

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Glenn F. Rosing, being first duly sworn on oath, deposes and says as follows:

1. I am the president of the Whispering Hills Owners Association, Inc. Whispering Hills Owners Association, Inc. manages administers and operates all of the property in condominium status at Whispering Hills.

2. Whispering Hills is a condominium development located in the City and County of Milwaukee, Wisconsin, and was constructed in twelve stages.

3. The Declaration of Condominium of Whispering Hills, Stage IX, dated April 28, 1977, and as amended to date, (the "Declaration") covers the following described property:

> That part of the NW ¼ of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East 1,194.27 ft. to a point; thence South 89° 26' 18" West 223.85 ft. to the point of beginning of the land to be described; thence continuing South 89° 26' 18" West 171.10 ft. to a point; thence North 05° 09' 39" West 213.24 ft. to a point; thence Northeasterly 34.70 ft. along the arc of a curve whose center lies to the Northwest whose radius is 473.93 ft. and whose chord bears North 27° 24' 52" East 84.59 ft. to a point thence North 22° 17' 40" East 13.62 ft. to a point; thence Southeasterly 46.20 ft. along the arc of a curve whose center lies to the Northeast whose radius is 111.66 ft. and whose chord bears South 67° 08' 49" East 45.87 ft. to a point of reverse curve; thence Southeasterly 85.31 ft. along the arc of a curve whose center lies to the Southwest, whose radius is 138.34 ft. and whose chord bears South 61° 20' 00" East 83.97 ft. to a point of reverse curve; thence Southeasterly 41.76 ft. along the arc of a curve whose center lies to the Northeast whose radius is 111.66 ft. and whose chord bears South 54° 22' 48" East 41.48 ft. to a point; thence South 24° 54' 24" West 13.34 ft. to a point; thence South 00°

35' 36" East 204.05 ft. to the point of beginning. Said parcel contains 1.093 acres.

4. Article VIII Section 2 of the Declaration prohibits owners of units composed of two bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than one child. It also prohibits owners of units composed of three bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than two children.

5. Whispering Hills Owners Association, Inc. acknowledges that the restrictions contained in Article VIII Section 2 of the Declaration are prohibited by the Fair Housing Amendments Act of 1988; and therefore, are invalid and unenforceable

6. Whispering Hills Owners Association, Inc. does not enforce the restrictions contained in Article VIII Section 2 of the Declaration has not enforced said restrictions since the enactment of the Fair Housing Amendments Act of 1988.

Dated 7/30/2001

Glenn F. Rosing

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 30 day of July, 2001, the above named Glenn F. Rosing to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Werner
Notary public, State of Wisconsin.
My commission 12-1-2002

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY LYNN A. LUDKE

09650317

DOC.# 09650317

REGISTER'S OFFICE | SS
Milwaukee County, WI|

RECORDED 09/17/2008 09:30AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 13.00
FEE EXEMPT 77.25 #: 0

Document Number

Affidavit of Resolution
Title of Document

This Resolution of Whispering Hills Condominium - Stage IX was enacted by Resolution of the Board of Directors.

The legal description is:

Unit 7231 West Wabash Avenue in building 11, unit 7233 West Wabash Avenue in building 11, unit 7235 West Wabash Avenue in building 11, unit 7237 West Wabash Avenue in building 11, unit 7239 West Wabash Avenue in building 11, unit 7241 West Wabash Avenue in building 11, unit 7243 West Wabash Avenue in building 11, unit 7245 West Wabash in building 11, unit 7249 West Wabash Avenue in building 11, unit 7251 West Wabash Avenue in building 11, unit 7253 West Wabash Avenue in building 11, unit 7255 West Wabash Avenue in building 11, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - Stage IX, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage IX, dated April 28, 1977 and recorded on April 29, 1977 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 1009 of Records, at Images 2106 to 2115 as Document No. 5095434, and by a Condominium Plat.

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated 9-3-08

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on 9-3-08
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Werner
Notary Public, State of Wisconsin
My commission expires: 11-21-2010

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211. Milwaukee, WI 53217

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RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, it is the objective of the Association to enforce its covenants to the extent they are reasonable; and

WHEREAS, the Association believes that its non-owner occupancy provision (Declaration Article VIII, Section 1) is unreasonable as it pertains to a unit owner's family occupying the unit;

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not enforce its non-owner occupancy provision when the unit is occupied by the unit owner's immediate family members. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

The remainder of the Association's non-owner occupancy prohibition shall remain in effect and enforceable.

Amendment Considered
At Meeting, 8/26/08 (Date)
Motion made by: Michael Holz
Seconded: yes
(Yes/No)

In Favor: all
Opposed: none

Signed: Mary Bridgeman
Secretary

3

09460650

DOC.# 09460650

REGISTER'S OFFICE } SS
Milwaukee County, WI}

RECORDED 07/10/2007 01:48PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 15.00

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Document Number

Affidavit of Resolution
Title of Document

This Resolution of Whispering Hills Condominium - Stage IX was enacted by Resolution of the Board of Directors.

The legal description is:

Unit 7231 West Wabash Avenue in building 11, unit 7233 West Wabash Avenue in building 11, unit 7235 West Wabash Avenue in building 11, unit 7237 West Wabash Avenue in building 11, unit 7239 West Wabash Avenue in building 11, unit 7241 West Wabash Avenue in building 11, unit 7243 West Wabash Avenue in building 11, unit 7245 West Wabash in building 11, unit 7249 West Wabash Avenue in building 11, unit 7251 West Wabash Avenue in building 11, unit 7253 West Wabash Avenue in building 11, unit 7255 West Wabash Avenue in building 11, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - Stage IX, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage IX, dated April 28, 1977 and recorded on April 29, 1977 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 1009 of Records, at Images 2106 to 2115 as Document No. 5095434, and by a Condominium Plat.

Dated July 10, 2007

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on July 10, 2007
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

JESSICA L. BOELDT NOTARY PUBLIC STATE OF WISCONSIN

Jessica L. Boeldt
Notary Public, State of Wisconsin
My Commission expires: is permanent

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, the Association wishes to comply with all fair housing laws;

WHEREAS, the Association wishes to comply with HUD Handbook 4265.1, Chapter 12, Paragraph 12-5(1), in order to remain on the FHA's approved condominium list for lending to unit owners or prospective unit owners;

WHEREAS, the Declaration of Condominium contains a Right of First Refusal which states as follows:

> An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigned, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within ten (10) day period, the Owner shall have the right continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the

particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act of the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not implement any Right of First Refusal on any unit at the condominium. The above-cited Declaration provision is hereby null and void.

Amendment Considered
At Meeting, June 19, 2007 (Date)
Motion made by: Catherine Ansay
Seconded: Yes
(Yes/No)

In Favor: 4
Opposed: 0

Signed: _____
Secretary

7. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

8. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

9. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises, shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or reapir within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continued in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall ve reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to

obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDOMINIUM PROPERTY

Developer expressly reserves unto itself, its successors, and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold, or

3. In any event until no later than on January 1, 1982; the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws;

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

DECLARATION OF CONDOMINIUM
OF
WHISPERING HILLS -- STAGE X

This Declaration is made and entered into by Sileno Construction, Inc., a Wisconsin corporation, hereinafter called Developer, as assignee of J. J. DEVELOPMENT CO., a limited partnership, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin containing 16.1 acres of land, more or less.

WHEREAS, Developer may improve such real property by constructing thereon, in stages of up to 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills";

WHEREAS, Developer has constructed in Stages I, II, III, IV, V, VI, VII, VIII and IX, 171 dwelling units in thirteen buildings, respectively, and Stage II also includes a swimming pool and recreation building, and

WHEREAS, as the tenth stage of development, Developer is constructing 12 dwelling units in one building on that portion of the real property described above owned in fee by owner and which is described hereafter:

NOW, THEREFORE, for the purpose of the tenth stage of development, as the fee owner of the following described real property, to-wit:

That part of the NW 1/4 of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35' 36" East 1002.29 ft. to the point of beginning of the parcel herein to be described; continuing thence South 00° 35' 36" East 191.99 ft. to a point; thence South 89° 26' 18" West 223.85 ft. to a point; thence North 00°35' 36" West 204.05 ft. to a point on a curve; thence Southeasterly 55.67 ft. along the arc of said curve whose center lies to the Northeast whose radius is 125.00 ft. and whose chord bears South 77° 50' 06" East 55.21 ft. to a point; thence North 89° 24' 24" East 170.00 ft. to the point of beginning. Containing 0.99675 acres.

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISIONS OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Twelve (12) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the twelve units in the single multi-family building on or to be constructed on said property, and an adjacent patio and an attached garage. The boundaries of each of the twelve units within the multi-family building are:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit.
(b) The horizontal boundaries shall be: (i) lower boundary -- the plane of the lower surface of the concrete basement slab; (ii) upper boundary -- the planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities"; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities in the amount specified and established in Article IV hereof.

ARTICLE III

DESIGNATION OF UNITS

The twelve (12) separate units hereby established for separate conveyance as one building also designated as Building No. 12 are as follows:

7201 West Wabash Avenue	7211 West Wabash Avenue	7221 West Wabash Avenue
7203 West Wabash Avenue	7213 West Wabash Avenue	7223 West Wabash Avenue
7205 West Wabash Avenue	7215 West Wabash Avenue	7225 West Wabash Avenue
7207 West Wabash Avenue	7217 West Wabash Avenue	7227 West Wabash Avenue

The garage appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibit A and B attached hereto and made part hereof.

Each of the Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each Unit includes a separate basement, water heater, electric baseboard heaters, and central air conditioning.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the general common areas shall be 1/183 for so long as only the first ten stages are constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in Articles of Incorporation, and the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, central air conditioning, electric heating system, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the individual garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio, the basement and the garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general common areas and the facilities exterior to said buildings, including the patios and including the swimming pool and recreation buildings, but not the above-mentioned air conditioners, electric heaters, water heaters, and garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are repainted.

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios, nor shall uncovered grills be used or stored on patios. Patios shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same. Upon conveyance, each owner shall make a one time capital contribution for working capital to the Whispering Hills Owners Association in the amount to be determined by the Board of Directors and subject to change at Board's discretion.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No owner shall convey title thereto or permit occupancy thereof by a grantee or occupant for a household composed, for a Unit with two (2) bedrooms, of more than one (1) child or, for a Unit with three (3) bedrooms, of more than two (2) children.

3. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat, or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in any of the units. No domestic pet dog, cat or caged bird can be kept, bred or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner, shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

4. No Owner shall cause or permit the general common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering on sidewalks and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

5. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

6. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

7659987

Document Number

Amendment of
Condominium Declaration

Document Title

REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT -11 05 AM

DEC 3 1 1998

REEL _____ IMAGE _____

Walter R. Berzowski REGISTER OF DEEDS

Recording Area

Name and Return Address

Debra A. Slater
Weiss, Berzowski, Brady & Donahue LLP
700 N. Water St., #1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

7659987

RECORD 14.00

10

X

:100

AMENDMENT OF DECLARATION OF CONDOMINIUM OF
WHISPERING HILLS - STAGE X

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage X, covering the following described property:

> That part of the NW ¼ of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East 1002.29 ft. to the point of beginning of the parcel herein to be described; continuing thence South 00° 35' 36" East 191.99 ft. to a point; thence South 89° 26' 18" West 223.85 ft. to a point; thence North 00° 35' 36" West 204.05 ft. to a point on a curve; thence Southeasterly 55.67 ft. along the arc of said curve whose center lies to the Northeast whose radius is 125.00 ft. and whose chord bears South 77° 50' 06" East 55.21 ft. to a point; thence North 89° 24' 24" East 170.00 ft. to the point of beginning. Containing 0.99675 acres.

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon review of the tenancy and circumstances of the owner, grant additional periods of waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from

this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 6, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 31 day of December 1998.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: _____
Debra A. Slater, c/o Weiss, Berzowski, Brady & Donahue LLP, Its Attorney
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 31st day of December, 1998, the above named Debra A. Slater to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary public, State of Wisconsin.
My commission expires 8/6/99

THIS INSTRUMENT WAS DRAFTED
BY ATTORNEY DEBRA A. SLATER

8117143

REGISTER'S OFFICE) SS
Milwaukee County, WI
RECORDED AT 3:31 PM

08-14-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 14.00

Document Number

Declaration of Condominium of
Whispering Hills - Stage X
Affidavit of Glenn F. Rosing

Recording Area

Name and Return Address:
Lynn A. Ludke, Esq.
Weiss Berzowski Brady LLP
700 North Water Street, #1400
Milwaukee, WI 53202

Parcel Identification Number (PIN)

DECLARATION OF CONDOMINIUM
OF WHISPERING HILLS – STAGE X

AFFIDAVIT OF GLENN F. ROSING

REEL 5136 IMAGE 2679

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Glenn F. Rosing, being first duly sworn on oath, deposes and says as follows:

1. I am the president of the Whispering Hills Owners Association, Inc. Whispering Hills Owners Association, Inc. manages administers and operates all of the property in condominium status at Whispering Hills.

2. Whispering Hills is a condominium development located in the City and County of Milwaukee, Wisconsin, and was constructed in twelve stages.

3. The Declaration of Condominium of Whispering Hills, Stage X, dated July 11, 1977, and as amended to date, (the "Declaration") covers the following described property:

> That part of the NW ¼ of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East 1002.29 ft. to the point of beginning of the parcel herein to be described; continuing thence South 00° 35' 36" East 191.99 ft. to a point; thence South 89° 26' 18" West 223.85 ft. to a point; thence North 00° 35' 36" West 204.05 ft. to a point on a curve; thence Southeasterly 55.67 ft. along the arc of said curve whose center lies to the Northeast whose radius is 125.00 ft. and whose chord bears South 77° 50' 06" East 55.21 ft. to a point; thence North 89° 24' 24" East 170.00 ft. to the point of beginning. Containing 0.99675 acres.

4. Article VIII Section 2 of the Declaration prohibits owners of units composed of two bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than one child. It also prohibits owners of units composed of three bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than two children.

5. Whispering Hills Owners Association, Inc. acknowledges that the restrictions contained in Article VIII Section 2 of the Declaration are prohibited by the Fair Housing Amendments Act of 1988, and therefore, are invalid and unenforceable

6. Whispering Hills Owners Association, Inc. does not enforce the restrictions contained in Article VIII Section 2 of the Declaration has not enforced said restrictions since the enactment of the Fair Housing Amendments Act of 1988.

Dated 7/30/01.

Glenn F. Rosing

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 30 day of July, 2001, the above named Glenn F. Rosing to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary public, State of Wisconsin.
My commission 12-1-2002

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY LYNN A. LUDKE

3130 IMAGE 2680

Document Number

Affidavit of Resolution
Title of Document

09650318

DOC.# 09650318

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 09/17/2008 09:30AM

JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 13.00
FEE EXEMPT 77.25 #: 0

This Resolution of Whispering Hills Condominium - Stage X was enacted by Resolution of the Board of Directors.

The legal description is:

Unit 7201 West Wabash Avenue in building 12, unit 7203 West Wabash Avenue in building 12, unit 7205 West Wabash Avenue in building 12, unit 7207 West Wabash Avenue in building 12, unit 7211 West Wabash Avenue in building 12, unit 7213 West Wabash Avenue in building 12, unit 7215 West Wabash Avenue in building 12, unit 7217 West Wabash Avenue in building 12, unit 7221 West Wabash Avenue in building 12, unit 7223 West Wabash Avenue in building 12, unit 7225 West Wabash Avenue in building 12, unit 7227 West Wabash Avenue in building 12, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - X, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage X, dated July 11, 1977 and recorded on July 21, 1977 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 1034 of Records, at Images 917 to 927 as Document No. 5123626, and by a Condominium Plat.

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated 9-3-08

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on 9-3-08
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Wurner
Notary Public, State of Wisconsin
My commission expires: 11-21-2010

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, it is the objective of the Association to enforce its covenants to the extent they are reasonable; and

WHEREAS, the Association believes that its non-owner occupancy provision (Declaration Article VIII, Section 1) is unreasonable as it pertains to a unit owner's family occupying the unit;

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not enforce its non-owner occupancy provision when the unit is occupied by the unit owner's immediate family members. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

The remainder of the Association's non-owner occupancy prohibition shall remain in effect and enforceable.

Amendment Considered
At Meeting, 8/26/08 (Date)
Motion made by: Michael Holz
Seconded: yes
(Yes/No)

In Favor: all
Opposed: none

Signed: Terry Bridgestock
Secretary

09460651

DOC.# 09460651

REGISTER'S OFFICE | SS
Milwaukee County, WI

RECORDED 07/10/2007 01:48PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 15.00

Document Number

Affidavit of Resolution
Title of Document

This Resolution of Whispering Hills Condominium - Stage X was enacted by Resolution of the Board of Directors.

The legal description is:

Unit 7201 West Wabash Avenue in building 12, unit 7203 West Wabash Avenue in building 12, unit 7205 West Wabash Avenue in building 12, unit 7207 West Wabash Avenue in building 12, unit 7211 West Wabash Avenue in building 12, unit 7213 West Wabash Avenue in building 12, unit 7215 West Wabash Avenue in building 12, unit 7217 West Wabash Avenue in building 12, unit 7221 West Wabash Avenue in building 12, unit 7223 West Wabash Avenue in building 12, unit 7225 West Wabash Avenue in building 12, unit 7227 West Wabash Avenue in building 12, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - X, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage X, dated July 11, 1977 and recorded on July 21, 1977 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 1034 of Records, at Images 917 to 927 as Document No. 5123626, and by a Condominium Plat.

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated July 10, 2007

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on July 10, 2007
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jessica L. Boeldt
Notary Public, State of Wisconsin
My commission expires: is permanent

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

INFO-PRO (800)655-2025 www.infoproforms.com

RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, the Association wishes to comply with all fair housing laws;

WHEREAS, the Association wishes to comply with HUD Handbook 4265.1, Chapter 12, Paragraph 12-5(1), in order to remain on the FHA's approved condominium list for lending to unit owners or prospective unit owners;

WHEREAS, the Declaration of Condominium contains a Right of First Refusal which states as follows:

> An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigned, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within ten (10) day period, the Owner shall have the right continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the

particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act of the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not implement any Right of First Refusal on any unit at the condominium. The above-cited Declaration provision is hereby null and void.

Amendment Considered
At Meeting, June 19, 2007 (Date)
Motion made by: Catherine Ansay
Seconded: Yes
(Yes/No)

In Favor: 4
Opposed: 0

Signed: _____
Secretary

7. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

8. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

9. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises, shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continued in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall be reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to

obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDOMINIUM PROPERTY

Developer expressly reserves unto itself, its successors, and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold; or

3. In any event until no later than on January 1, 1982; the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws;

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

(f) Developer or its successors may execute, deliver and record in the Office of the Register of Deeds for Milwaukee, Milwaukee County, Wisconsin, such instruments, if any, as may be required to affectuate the provisions of Article XIII.

ARTICLE XV

AMENDMENT OF DECLARATION

This Declaration may be amended from time to time by the affirmative vote or written consent of at least two-thirds (2/3) of the Unit Owners, except that, no amendment shall diminish the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 9991 W. North Ave., Wauwatosa, Wisconsin 53226, as registered agent for Sileno Construction, Inc., a Wisconsin corporation; or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Developer, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the Owner or occupant of the Unit is present or not, and, upon prior request and at times convenient for the Owner or occupant, to make installations, alterations or repairs.

ARTICLE XVIII

SEVERABILITY

The invalidity of any provision contained in this Declaration by judgment or Court Order or otherwise shall in no way affect any other provisions herein contained.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 197___.

DEVELOPER
SILENO CONSTRUCTION [redacted], INC.
a Wisconsin corporation
as assignee of
J. J. DEVELOPMENT CO.,
a limited partnership

By _____
President

_____
Secretary

Signature of _____, President and _____, Secretary of Sileno Construction [redacted], Inc., a Wisconsin corporation, authenticated on this _____ day of _____, 197___.

_____
Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz. _____
Notary Public, Milwaukee County, Wisconsin.
My Commission Expires _____

This Instrument was drafted by:
Tom E. Hayes, Attorney

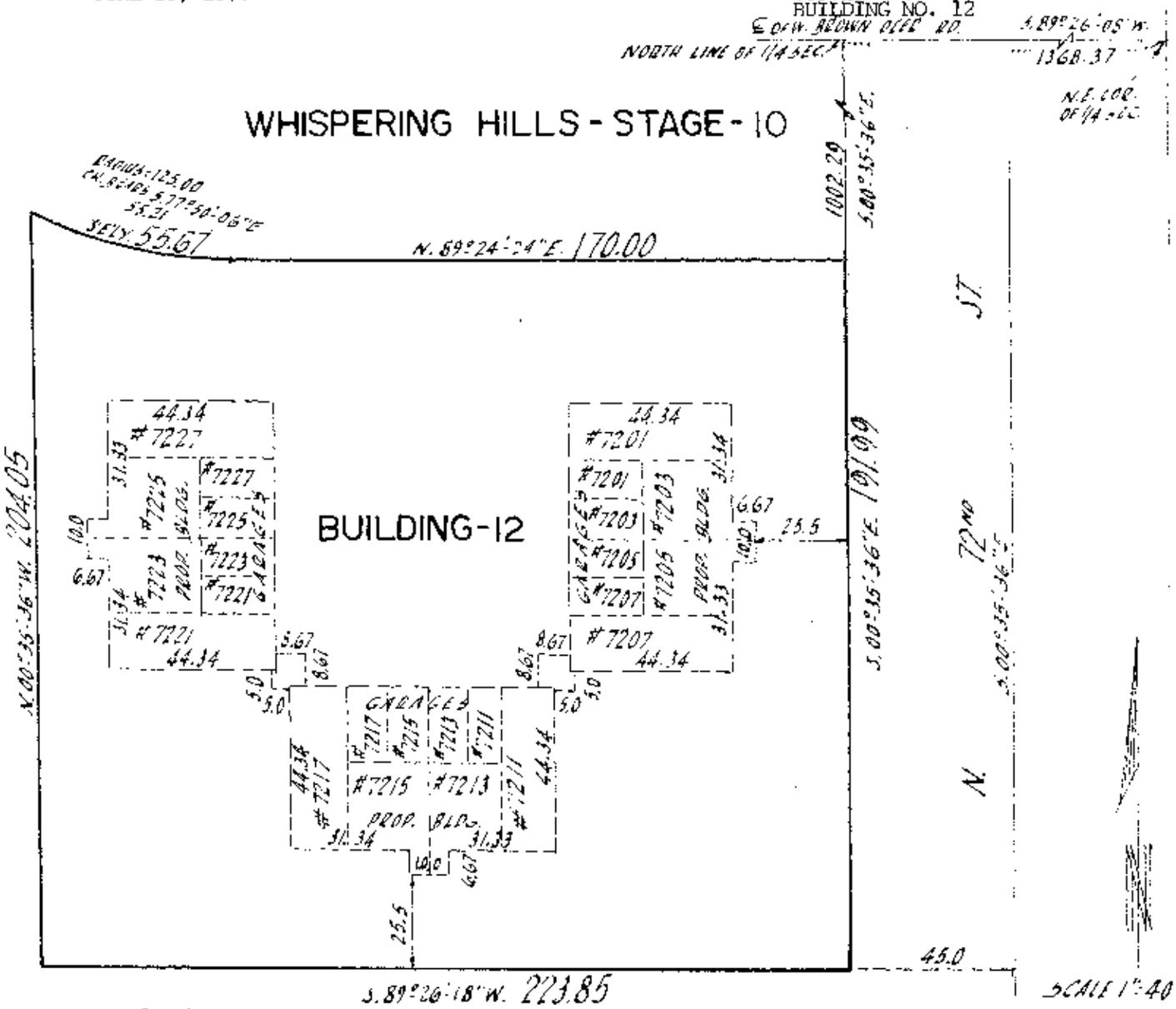
Plat of Survey

WHISPERING HILLS
BUILDING 12

That part of the NW 1/4 of Section 10, T 8 N, R 21 E, in the City of Milwaukee Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35' 36" East 1002.29 ft. to the point of beginning of the parcel herein to be described; continuing thence South 00° 35' 36" East 191.99 ft. to a point; thence South 89° 26' 18" West 223.85 ft. to a point; thence North 00° 35' 36" West 204.05 ft. to a point on a curve; thence Southeasterly 55.67 ft. along the arc of said curve whose center lies to the Northeast whose radius is 125.00 ft. and whose chord bears South 77°50'06"East 55.21 ft. to a point; thence North 89° 24' 24" East 170.00 ft. to the point of beginning.
Containing 0.99675 acres

JUNE 29, 1977

SURVEY NO. 130603-M
BUILDING NO. 12



I Certify that I have surveyed the above described property (Property), and the above map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements and roadways and visible encroachments, if any.

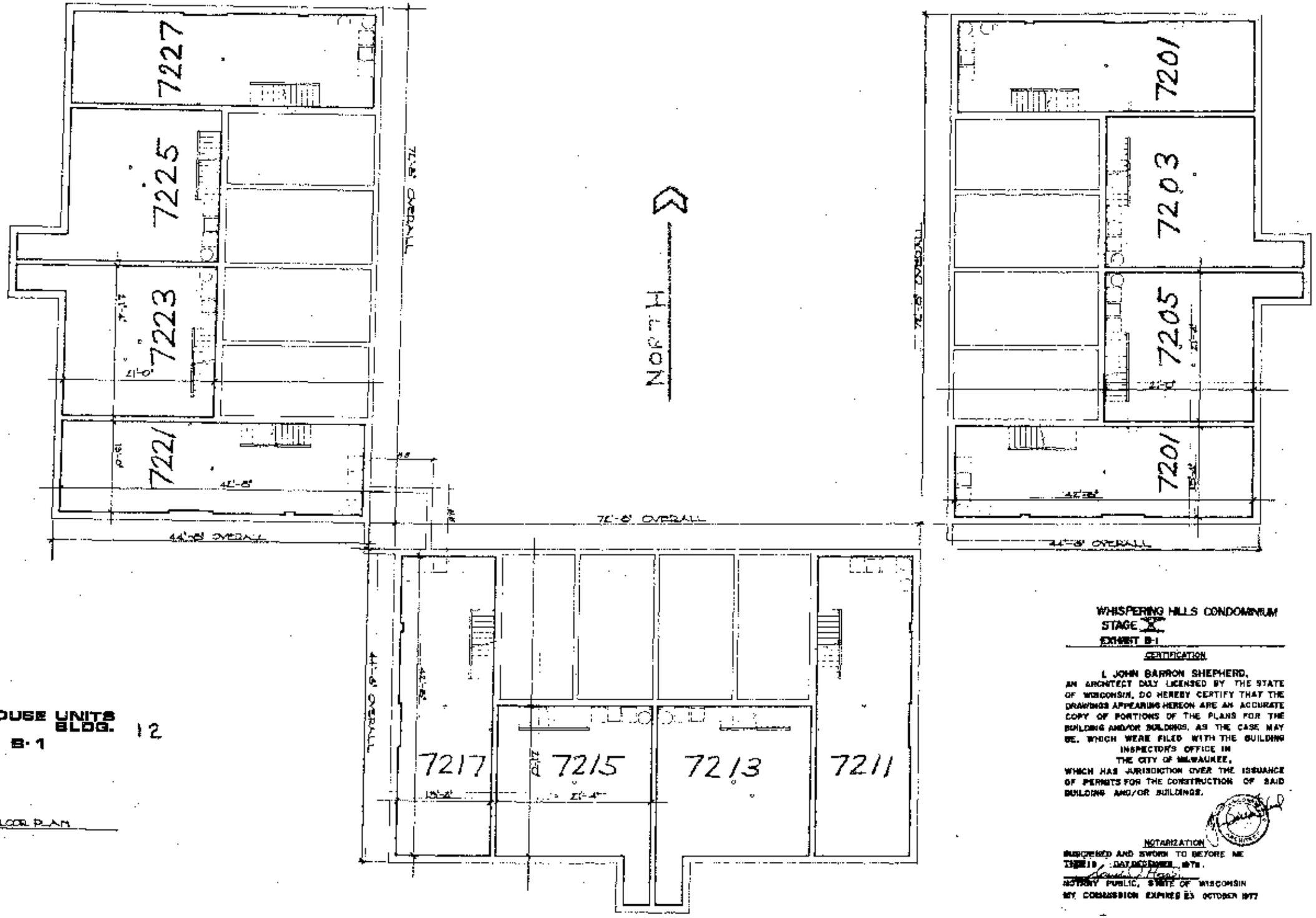
This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Kenneth E Berke
SURVEYOR

WISCONSIN
KENNETH E BERKE
S-1017
LAND SURVEYOR

national survey engineering
3470 north 127th street • p.o. box 444 • brookfield, wisconsin, 53005 • phone 414 : 781-1000

EXHIBIT-A



TOWNHOUSE UNITS BLDG. 12

EXHIBIT B-1

BASEMENT FLOOR PLAN

WHISPERING HILLS CONDOMINIUM
STAGE X
EXHIBIT B-1

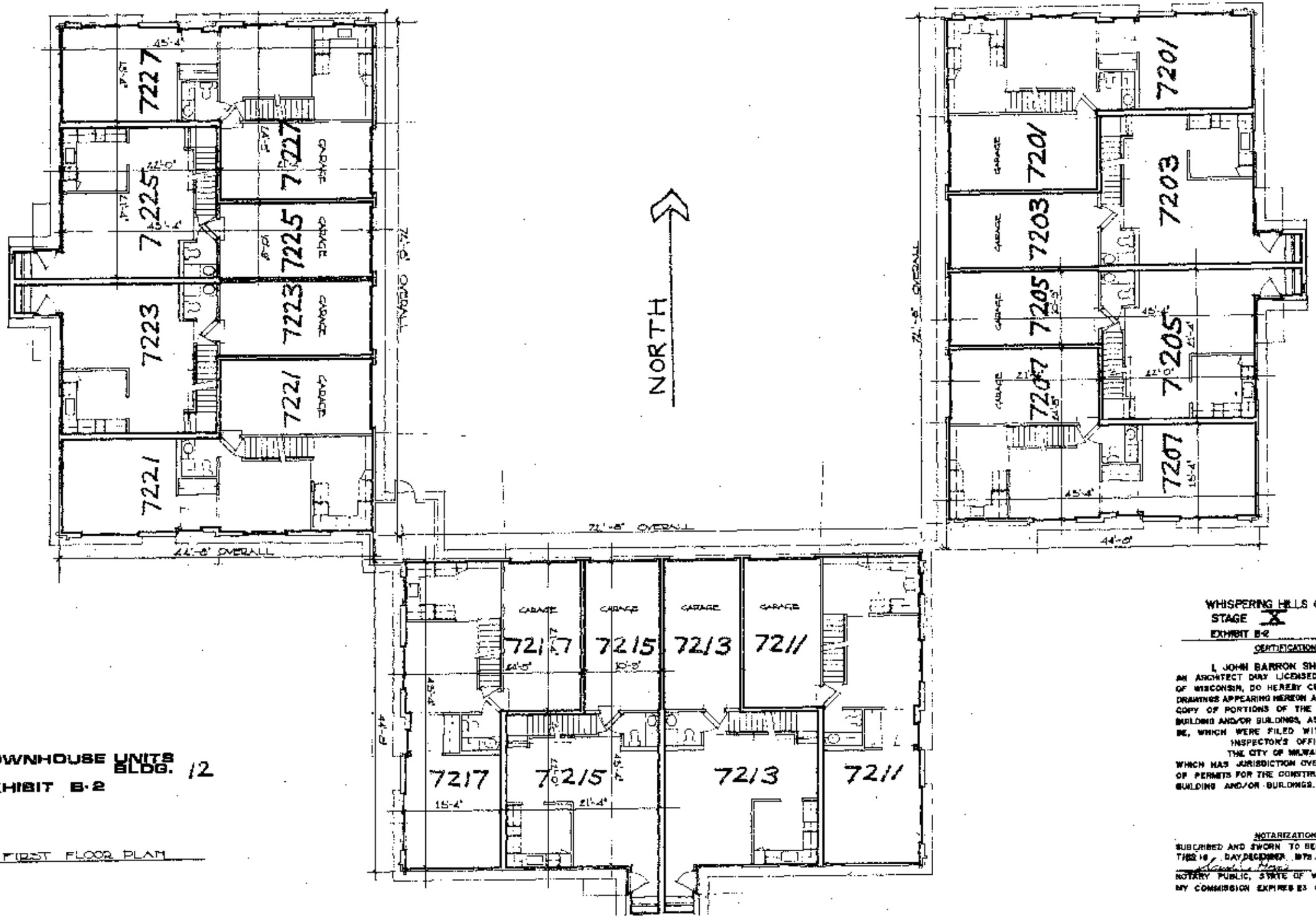
CERTIFICATION

I JOHN BARRON SHEPHERD,
AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS 19 DAY OF OCTOBER, 1976.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977



TOWNHOUSE UNITS BLDG. 12

EXHIBIT B-2

FIRST FLOOR PLAN

WHISPERING HILLS CONDOMINIUM
STAGE X
EXHIBIT B-2

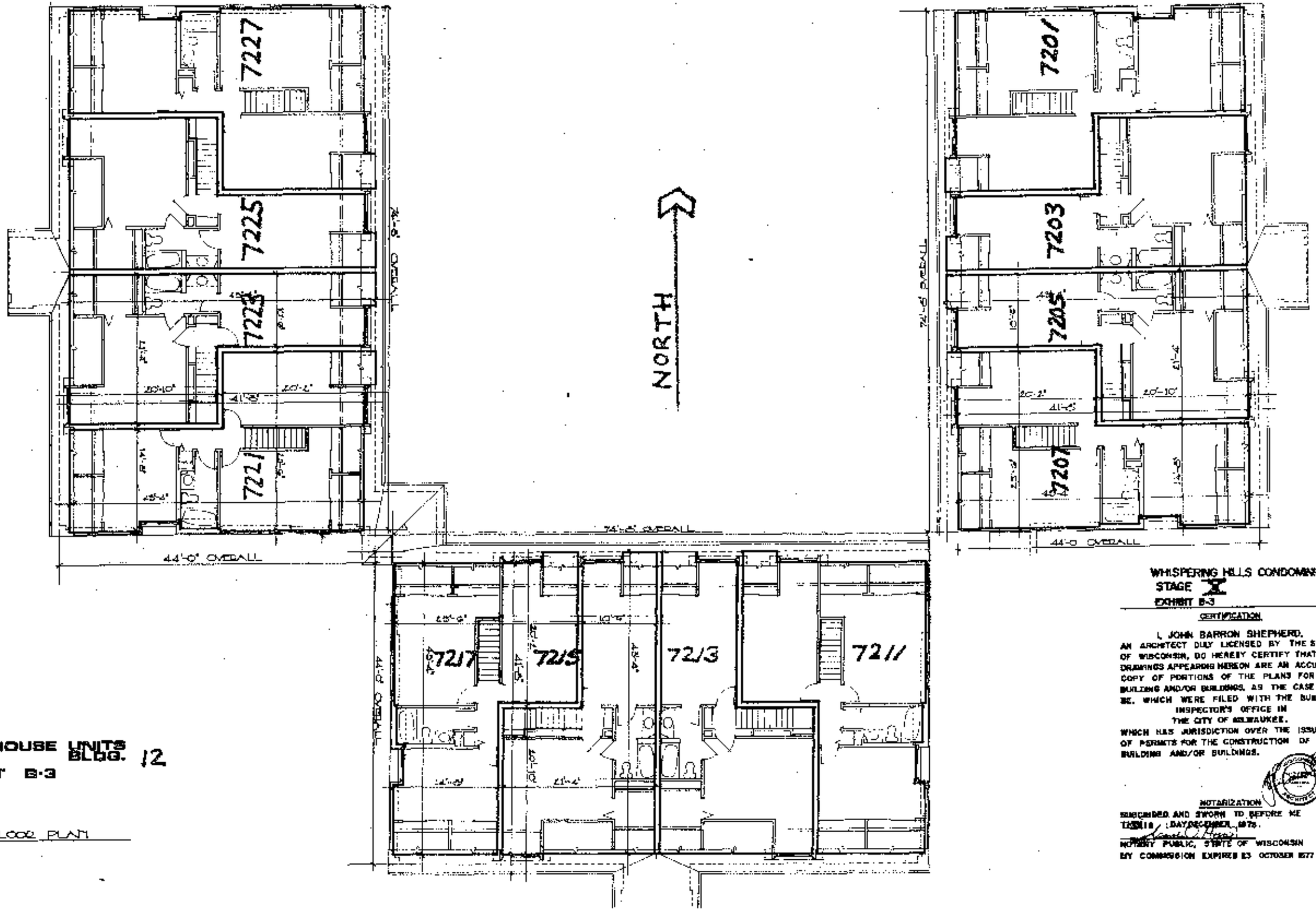
CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18 DAY DECEMBER 1978.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977



TOWNHOUSE UNITS BLDG. 12

EXHIBIT B-3

SECOND FLOOR PLAN

WHISPERING HILLS CONDOMINIUM
STAGE X
EXHIBIT B-3

CERTIFICATION

I, JOHN BARRON SHEPHERD,
AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 18 DAY DECEMBER, 1978.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977

DECLARATION OF CONDOMI[illegible]IM
OF
WHISPERING HILLS -- STAGE XI

This Declaration is made and entered into by Sileno Construction, Inc., a Wisconsin corporation, hereinafter called Developer, as assignee of J. J. DEVELOPMENT CO., a limited partnership, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

> Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin containing 16.1 acres of land, more or less.

WHEREAS, Developer may improve such real property by constructing thereon, in stages of up to 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills";

WHEREAS, Developer has constructed in Stages I, II, III, IV, V, VI, VII, VIII, IX and X, 183 dwelling units in fourteen buildings, respectively, and Stage II also includes a swimming pool and recreation building, and

WHEREAS, as the eleventh stage of development, Developer is constructing 12 dwelling units in one building on that portion of the real property described above owned in fee by owner and which is described hereafter:

NOW, THEREFORE, for the purpose of the eleventh stage of development, as the fee owner of the following described real property, to-wit:

> That part of the NW 1/4 of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35' 36" East 826.67 ft. to the point of beginning of the land herein to be described; continuing thence South 00° 35' 36" East 175.62 ft. to a point; thence South 89° 24' 24" West 170.00 ft. to a point of curve; thence Northwesterly 55.67 ft. along the arc of said curve whose center lies to the North whose radius is 125.00 ft. and whose chord bears North 77° 50' 06" West 55.21 ft. to a point; thence North 24° 54' 24" East 13.34 ft. to a point on a curve; thence Northwesterly 41.76 ft. along the arc of said curve whose center lies to the Northeast, whose radius is 111.66 ft. and whose chord bears North 54° 22' 48" West 41.48 ft. to a point of reverse curve; thence Northwesterly 37.07 ft. along the arc of said curve whose center lies to the Southwest whose radius is 138.34 ft. and whose chord bears North 51° 24' 35.5" West 36.96 ft. to a point; thence North 45° 49' 41" East 139.62 ft. to a point; thence North 00° 35' 36" West 7.24 ft. to a point; thence North 89° 24' 24" East 179.04 ft. to the point of beginning. Containing 0.92921 acres.

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISIONS OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Twelve (12) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the twelve units in the single multi-family building on or to be constructed on said property, and an adjacent patio and an attached garage. The boundaries of each of the twelve units within the multi-family building are:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit.
(b) The horizontal boundaries shall be: (i) lower boundary -- the plane of the lower surface of the concrete basement slab; (ii) upper boundary -- the planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities"; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities in the amount specified and established in Article IV hereof.

ARTICLE III

DESIGNATION OF UNITS

The twelve (12) separate units hereby established for separate conveyance as one building also designated as Building No. 13 are as follows:

7200 West Wabash Avenue	7210 West Wabash Avenue	7220 West Wabash Avenue
7202 West Wabash Avenue	7212 West Wabash Avenue	7222 West Wabash Avenue
7204 West Wabash Avenue	7214 West Wabash Avenue	7224 West Wabash Avenue
7206 West Wabash Avenue	7216 West Wabash Avenue	7226 West Wabash Avenue

The garage appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibit A and B attached hereto and made part hereof.

Each of the Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each Unit includes a separate basement, water heater, electric baseboard heaters, and central air conditioning.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the general common areas shall be 1/195 for so long as only the first eleven stages are constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in Articles of Incorporation, and the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, central air conditioning, electric heating system, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the individual garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio, the basement and the garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general common areas and the facilities exterior to said buildings, including the patios and including the swimming pool and recreation buildings, but not the above-mentioned air conditioners, electric heaters, water heaters, and garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are repainted.

7659988
Document Number

Amendment of
Condominium Declaration
Document Title

REGISTER'S OFFICE } SS
Milwaukee County, WI }
RECORDED AT 11 05 AM

DEC 3 1 1998

REEL _____ IMAGE _____

Walter R. Berzowski REGISTER OF DEEDS

Recording Area

Name and Return Address

Debra A. Slater
Weiss, Berzowski, Brady & Donahue LLP
700 N. Water St., #1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

7659988
RECORD 16.00

16.00

XI

AMENDMENT OF DECLARATION OF CONDOMINIUM OF
WHISPERING HILLS - STAGE XI

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage XI, covering the following described property:

> That part of the NW ¼ of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East 826.67 ft. to the point of beginning of the land herein to be described; continuing thence South 00° 35' 36" East 175.62 ft. to a point; thence South 89° 24' 24" West 170.00 ft. to a point of curve; thence Northwesterly 55.67 ft. along the arc of said curve whose center lies to the North whose radius is 125.00 ft. and whose chord bears North 77° 50' 06" West 55.21 ft. to a point; thence North 24° 54' 24" East 13.34 ft. to a point on a curve; thence Northwesterly 41.76 ft. along the arc of said curve whose center lies to the Northeast, whose radius is 111.66 ft. and whose chord bears North 54° 22' 48" West 41.48 ft. to a point of reverse curve; thence Northwesterly 37.07 ft. along the arc of said curve whose center lies to the Southwest whose radius is 138.34 ft. and whose chord bears North 51° 24' 35.5" West 36.96 ft. to a point; thence North 45° 49' 41" East 139.62 ft. to a point; thence North 00° 35' 36" West 7.24 ft. to a point; thence North 89° 24' 24" East 179.04 ft. to the point of beginning. Containing 0.92921 acres.

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition.

Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon review of the tenancy and circumstances of the owner, grant additional periods of waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 6, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 31 day of December, 1998.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: _____

Debra A. Slater, c/o Weiss, Berzowski, Brady & Donahue LLP, Its Attorney
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 31st day of December, 1998, the above named Debra A. Slater to me known to be the person who executed the foregoing instrument and acknowledged the same.

Lori M. Green
Notary public, State of Wisconsin.
My commission expires 8/8/99

THIS INSTRUMENT WAS DRAFTED
BY ATTORNEY DEBRA A. SLATER

DECLARATION OF CONDOMINIUM
OF WHISPERING HILLS – STAGE XI

AFFIDAVIT OF GLENN F. ROSING

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Glenn F. Rosing, being first duly sworn on oath, deposes and says as follows:

1. I am the president of the Whispering Hills Owners Association, Inc. Whispering Hills Owners Association, Inc. manages administers and operates all of the property in condominium status at Whispering Hills.

2. Whispering Hills is a condominium development located in the City and County of Milwaukee, Wisconsin, and was constructed in twelve stages.

3. The Declaration of Condominium of Whispering Hills, Stage XI, dated July 12, 1977, and as amended to date, (the "Declaration") covers the following described property:

> That part of the NW ¼ of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East 826.67 ft. to the point of beginning of the land herein to be described; continuing thence South 00° 35' 36" East 175.62 ft. to a point; thence South 89° 24' 24" West 170.00 ft. to a point of curve; thence Northwesterly 55.67 ft. along the arc of said curve whose center lies to the North whose radius is 125.00 ft. and whose chord bears North 77° 50' 06" West 55.21 ft. to a point; thence North 24° 54' 24" East 13.34 ft. to a point on a curve; thence Northwesterly 41.76 ft. along the arc of said curve whose center lies to the Northeast, whose radius is 111.66 ft. and whose chord bears North 54° 22' 48" West 41.48 ft. to a point of reverse curve; thence Northwesterly 37.07 ft. along the arc of said curve whose center lies to the Southwest whose radius is 138.34 ft. and whose chord bears North 51° 24' 35.5" West 36.96 ft. to a point; thence North 45° 49' 41" East 139.62 ft. to a point; thence North 00° 35' 36" West 7.24 ft. to a point; thence North 89° 24' 24" East 179.04 ft. to the point of beginning. Containing 0.92921 acres.

4. Article VIII Section 2 of the Declaration prohibits owners of units composed of two bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than one child. It also prohibits owners of units composed of three bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than two children.

5. Whispering Hills Owners Association, Inc. acknowledges that the restrictions contained in Article VIII Section 2 of the Declaration are prohibited by the Fair Housing Amendments Act of 1988, and therefore, are invalid and unenforceable

6. Whispering Hills Owners Association, Inc. does not enforce the restrictions contained in Article VIII Section 2 of the Declaration has not enforced said restrictions since the enactment of the Fair Housing Amendments Act of 1988.

Dated 7/30/2001

Glenn F. Rosing

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 30 day of July, 2001, the above named Glenn F. Rosing to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A. Wexler
Notary public, State of Wisconsin.
My commission 12-1-2002

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY LYNN A. LUDKE

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios, nor shall uncovered grills be used or stored on patios. Patios shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same. Upon conveyance, each owner shall make a one time capital contribution for working capital to the Whispering Hills Owners Association in the amount to be determined by the Board of Directors and subject to change at Board's discretion.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No owner shall convey title thereto or permit occupancy thereof by a grantee or occupant for a household composed, for a Unit with two (2) bedrooms, of more than one (1) child or, for a Unit with three (3) bedrooms, of more than two (2) children.

3. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat, or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in any of the units. No domestic pet dog, cat or caged bird can be kept, bred or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner, shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

4. No Owner shall cause or permit the general common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering on sidewalks and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

5. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

6. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

7. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

8. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

9. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises, shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or reapir within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutues 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continued in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall ve reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to

obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDOMINIUM PROPERTY

Developer expressly reserves unto itself, its successors, and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold, or

3. In any event until no later than on January 1, 1982; the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws:

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

(f) Developer or its successors may execute, deliver and record in the Office of the Register of Deeds for Milwaukee, Milwaukee County, Wisconsin, such instruments, if any, as may be required to affectuate the provisions of Article XIII.

ARTICLE XV

AMENDMENT OF DECLARATION

This Declaration may be amended from time to time by the affirmative vote or written consent of at least two-thirds (2/3) of the Unit Owners, except that, no amendment shall diminish the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 9991 W. North Ave., Wauwatosa, Wisconsin 53226, as registered agent for Sileno Construction, Inc., a Wisconsin corporation; or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Developer, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the Owner or occupant of the Unit is present or not, and, upon prior request and at times convenient for the Owner or occupant, to make installations, alterations or repairs.

ARTICLE XVIII

SEVERABILITY

The invalidity of any provision contained in this Declaration by judgment or Court Order or otherwise shall in no way affect any other provisions herein contained.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 197___.

DEVELOPER
SILENO CONSTRUCTION [redacted], INC.
a Wisconsin corporation
as assignee of
J. J. DEVELOPMENT CO.,
a limited partnership

By _____
President

_____
Secretary

Signature of _____, President and _____, Secretary of Sileno Construction [redacted], Inc., a Wisconsin corporation, authenticated on this _____ day of _____, 197___.

_____
Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz. _____
Notary Public, Milwaukee County, Wisconsin.
My Commission Expires _____

This instrument was drafted by:
Tom E. Hayes, Attorney

DECLARATION OF CONDOMINIUM
OF
WHISPERING HILLS – STAGE XII

This Declaration is made and entered into by Sileno Construction, Inc., a Wisconsin corporation, hereinafter called Developer, as assignee of J. J. DEVELOPMENT CO., a limited partnership, pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin.

WHEREAS, Developer owns or has a right to acquire ownership of the real property in the City and County of Milwaukee, Wisconsin, described as:

Whispering Hills, a Planned Development, being a Subdivision of a part of the North West One-quarter (1/4) of the North West One-quarter (1/4) of Section Ten (10), in Township Eight (8) North, Range Twenty-one (21) East, in the City and County of Milwaukee, Wisconsin containing 16.1 acres of land, more or less.

WHEREAS, Developer may improve such real property by constructing thereon, in stages of up to 280 separate dwelling units in 16 buildings, the entire development to be known as "Whispering Hills";

WHEREAS, Developer has constructed in Stages I, II, III, IV, V, VI, VII, VIII, IX, X and XI, 195 dwelling units in fifteen buildings, respectively and Stage II also includes a swimming pool and recreation building, and

WHEREAS, as the twelfth stage of development, Developer is constructing 12 dwelling units in one building on that portion of the real property described above owned in fee by owner and which is described hereafter:

NOW, THEREFORE, for the purpose of the twelfth stage of development, as the fee owner of the following described real property, to-wit:

That part of the NW 1/4 of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26′ 08″ West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35′ 36″ East 611.67 ft. to the point of beginning of the land herein to be described; continuing thence South 00° 35′ 36″ East 215.00 ft. to a point; thence South 89° 24′ 24″ West 179.04 ft. to a point; thence North 00° 35′ 36″ West 215.09 ft. to a point; thence North 89° 26′ 08″ East 179.04 ft. to the point of beginning. Containing 0.88387 acres.

Developer, by this Declaration, submits said latter described property, together with all buildings and structures and improvements thereon or to be constructed thereon, to the Condominium form of ownership under the Unit Ownership Act of the State of Wisconsin, and establishes and imposes the following divisions, covenants, restrictions, limitations, conditions and uses to which the latter described real property and improvements thereon, or to be constructed thereon, may be put and hereby specified that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Developer, its successors and assigns, and all subsequent owners of all or any part of the last described real property and improvements, together with their grantees, successors, heirs, executors, administrators, devisees or assigns.

ARTICLE I

DIVISIONS OF DESCRIBED REAL PROPERTY

Developer, in order to establish a plan of condominium ownership for the latter described real property and improvements, divides said latter described real property into the following free hold estates:

1. Twelve (12) separate, designated and legally described free hold estates consisting of the space or area and portions of buildings within the boundaries of each of the twelve units in the single multi-family building on or to be constructed on said property, and an adjacent patio and an attached garage. The boundaries of each of the twelve units within the multi-family building are:

(a) The vertical boundaries shall be: the interior undecorated surfaces of the perimeter walls of the unit.
(b) The horizontal boundaries shall be: (i) lower boundary -- the plane of the lower surface of the concrete basement slab; (ii) upper boundary – the planes of the interior undecorated ceilings.

2. A free hold estate in the "general common areas and facilities"; such term "general common areas and facilities" including the land, the footings, the foundations, roofs, main walls and all other supports of the multi-family buildings, the recreation and landscaped areas and facilities, the swimming pool and recreation building to be subsequently constructed by Developer, the outdoor parking areas, pavements, walks, the pipes, wires, drains, supply lines, conduits and utility lines installed for common use and including such other items on the property not within a Unit as are designated as "common areas and facilities" in Section 703.02 (6) of the Wisconsin Statutes.

ARTICLE II

INTEREST OF OWNERS IN COMMON AREAS

The ownership of each Unit shall include an undivided interest in the general common areas and facilities in the amount specified and established in Article IV hereof.

DECLARATION

ARTICLE III

DESIGNATION OF UNITS

The twelve (12) separate units hereby established for separate conveyance as one building also designated as Building No. 14 are as follows:

8645 North 72nd Street	8655 North 72nd Street	8665 North 72nd Street
8647 North 72nd Street	8657 North 72nd Street	8667 North 72nd Street
8649 North 72nd Street	8659 North 72nd Street	8669 North 72nd Street
8651 North 72nd Street	8661 North 72nd Street	8671 North 72nd Street

The garage appurtenant to each Unit bears the same number as the Unit. The Units are further described in Exhibit A and B attached hereto and made part hereof.

Each of the Units is two stories in height and is principally of wood frame construction with outside walls of brick veneer and wood. Each Unit includes a separate basement, water heater, electric baseboard heaters, and central air conditioning.

ARTICLE IV

DETERMINATION OF INTEREST IN COMMON AREAS

The fraction of undivided interest in the general common areas shall be 1/207 for so long as only the first twelve stages are constructed. Upon construction of additional stages, as additional land is subjected to condominium status, the fraction of interest in the general common areas will decrease as the number of separate units increase but will never be less than 1/280. The common profits and expenses for all the Units in condominium ownership in Whispering Hills, including those related to general common areas and unit common areas, shall be distributed and shared among the owners of the respective Units as they may exist from time to time in the proportion of their then undivided interest in the general common areas. A Unit is deemed to have come into existence when construction has proceeded to the point that a Unit is substantially completed and is ready for occupancy. For units created hereafter the Developer may establish a different, either greater or lesser, value for allocations of common profits and expenses than is assigned hereunder for the units provided herein, such difference, if any, to be related to such considerations as presence or absence and dimensions and nature of unit common areas, and the size, cost of construction.

ARTICLE V

ADMINISTRATION AFTER TRANSFER BY DEVELOPER

After the Developer, by prior notice to the Association, terminates its management and operation of the condominium property, all of the property in condominium status at Whispering Hills shall be administered and operated by non-profit corporation known as Whispering Hills Owners Association, Inc., hereinafter referred to as the Association, and organized under Chapter 181 of the Wisconsin Statutes and in accordance with the By-Laws of said Association. The affairs of the Association shall be managed by a Board of Directors consisting of such number of persons as provided for in the By-Laws. Initially and for the period determined hereunder, the Developer shall appoint members of the Board of Directors of the Association. Thereafter, the Board of Directors shall be elected by members in the manner and for the term provided in the Articles and the By-Laws. Each owner of a Unit shall be a member of the Association and entitled to one vote for each Unit owned, and membership shall terminate concurrently with ownership. The powers and duties of such Association shall include those set forth in this Declaration, in Articles of Incorporation, and the By-Laws.

ARTICLE VI

MAINTENANCE, OPERATION, ALTERATION, REPAIR AND IMPROVEMENT

Responsibility for maintenance of the property and restrictions upon the alteration and improvement thereof are as follows:

1. The Owner of each Unit shall (a) maintain in good condition and repair and replace all of the components or installations within or appertaining to the Unit, including but not limited to, all utility lines and installations, central air conditioning, electric heating system, water heater, fixtures, appliances, equipment, interior walls, partitions, flooring, ceilings, doors, windows; (b) paint and decorate the interior of the perimeter walls and all sides of interior walls and surface areas within the Unit; and (c) keep and maintain in good condition and repair and replace the individual garage overhead door appurtenant to the particular Unit, and shall keep and maintain in good and orderly condition the patio, the basement and the garage stall appurtenant to the particular Unit.

2. The Association shall maintain in good condition and repair, replace and operate all other parts of the property including, but not limited to, the foundations, roofs, exterior and other main walls and structural supports of the multi-family buildings and the utility lines, conduits, pipes, wires, ducts, supply lines, waste lines utilized in common not owned by the City of Milwaukee and all of the general common areas and the facilities exterior to said buildings, including the patios and including the swimming pool and recreation buildings, but not the above-mentioned air conditioners, electric heaters, water heaters, and garage stalls appurtenant to a particular Unit, nor windows, entrance doors and hardware, garage doors and hardware, it being the obligation of the Owner of the particular Unit to maintain such facilities, providing however, the exterior surface of the windows, entrance doors and garage doors shall be painted by the Association whenever the exteriors are repainted.

3

09460653

DOC.# 09460653

REGISTER'S OFFICE } SS
Milwaukee County, WI

RECORDED 07/10/2007 01:48PM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT: 15.00

Document Number

Affidavit of Resolution
Title of Document

This Resolution of Whispering Hills Condominium - Stage XII was enacted by Resolution of the Board of Directors.

The legal description is:

Unit 8645 North 72nd Street in building 14, unit 8647 North 72nd Street in building 14, unit 8649 North 72nd Street in building 14, unit 8651 North 72nd Street in building 14, unit 8655 North 72nd Street in building 14, unit 8657 North 72nd Street in building 14, unit 8659 North 72nd Street in building 14, unit 8661 North 72nd Street in building 14, unit 8665 North 72nd Street in building 14, unit 8667 North 72nd Street in building 14, unit 8669 North 72nd Street in building 14, unit 8671 North 72nd Street in building 14, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - Stage XII, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage XII, dated July 13, 1977 and recorded on July 21, 1977 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 1034 of Records, at Images 938 to 947 as Document No. 5123628, and by a Condominium Plat.

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated July 10, 2007

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on July 10, 2007
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Jessica L. Boeldt
Notary Public, State of Wisconsin
My commission expires: is permanent

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

INFO-PRO (800)655-2021 www.infoprofirms.com

RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, the Association wishes to comply with all fair housing laws;

WHEREAS, the Association wishes to comply with HUD Handbook 4265.1, Chapter 12, Paragraph 12-5(1), in order to remain on the FHA's approved condominium list for lending to unit owners or prospective unit owners;

WHEREAS, the Declaration of Condominium contains a Right of First Refusal which states as follows:

> An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigned, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within ten (10) day period, the Owner shall have the right continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the

particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act of the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not implement any Right of First Refusal on any unit at the condominium. The above-cited Declaration provision is hereby null and void.

Amendment Considered
At Meeting, June 19, 2007 (Date)
Motion made by: Catherine Ansay
Seconded: Yes
(Yes/No)

In Favor: 4
Opposed: 0

Signed: _____
Secretary

Document Number

Affidavit of Resolution
Title of Document

This Resolution of Whispering Hills Condominium - Stage XII was enacted by Resolution of the Board of Directors.

The legal description is:

Unit 8645 North 72nd Street in building 14, unit 8647 North 72nd Street in building 14, unit 8649 North 72nd Street in building 14, unit 8651 North 72nd Street in building 14, unit 8655 North 72nd Street in building 14, unit 8657 North 72nd Street in building 14, unit 8659 North 72nd Street in building 14, unit 8661 North 72nd Street in building 14, unit 8665 North 72nd Street in building 14, unit 8667 North 72nd Street in building 14, unit 8669 North 72nd Street in building 14, unit 8671 North 72nd Street in building 14, together with an undivided interest in and to the common elements and facilities set forth in the Declaration of Condominium for Whispering Hills - Stage XII, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin, according to the Declaration of Whispering Hills - Stage XII, dated July 13, 1977 and recorded on July 21, 1977 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in Reel 1034 of Records, at Images 938 to 947 as Document No. 5123628, and by a Condominium Plat.

Recording Area

Name and Return Address
Attorney Jessica L. Boeldt
Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211
Milwaukee, WI 53217-1633

Parcel Identification Number (PIN)

Dated 9-3-08

Suzanne Long

*Suzanne Long
Title: Treasurer, Whispering Hills Owners Association, Inc.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally came before me on 9-3-08
the above-named Suzanne Long
to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A Werner
Notary Public, State of Wisconsin
My commission expires: 11-21-2010

DRAFTED BY:
Attorney Jessica L. Boeldt, Law Firm of Jonathan B. Levine
8989 N. Port Washington Road, #211, Milwaukee, WI 53217

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RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, it is the objective of the Association to enforce its covenants to the extent they are reasonable; and

WHEREAS, the Association believes that its non-owner occupancy provision (Declaration Article VIII, Section 1) is unreasonable as it pertains to a unit owner's family occupying the unit;

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not enforce its non-owner occupancy provision when the unit is occupied by the unit owner's immediate family members. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

The remainder of the Association's non-owner occupancy prohibition shall remain in effect and enforceable.

Amendment Considered
At Meeting, 8/26/08 (Date)
Motion made by: Michael Holz
Seconded: yes
(Yes/No)

In Favor: all
Opposed: none

Signed: Mary Bridgeman
Secretary

8117145

REGISTER'S OFFICE | SS
Milwaukee County, WI
RECORDED AT 3:31 PM
08-14-2001

WALTER R. BARCZAK
REGISTER OF DEEDS

AMOUNT 14.00

Document Number

Declaration of Condominium of
Whispering Hills – Stage XII
Affidavit of Glenn F. Rosing

Recording Area

Name and Return Address:
Lynn A. Ludke, Esq.
Weiss Berzowski Brady LLP
700 North Water Street, #1400
Milwaukee, WI 53202

Parcel Identification Number (PIN)

REEL 5136 IMAGE 2684

DECLARATION OF CONDOMINIUM
OF WHISPERING HILLS – STAGE XII

AFFIDAVIT OF GLENN F. ROSING

REEL 5136 IMAGE 2983

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Glenn F. Rosing, being first duly sworn on oath, deposes and says as follows:

1. I am the president of the Whispering Hills Owners Association, Inc. Whispering Hills Owners Association, Inc. manages administers and operates all of the property in condominium status at Whispering Hills.

2. Whispering Hills is a condominium development located in the City and County of Milwaukee, Wisconsin, and was constructed in twelve stages.

3. The Declaration of Condominium of Whispering Hills, Stage XII, dated July 13, 1977, and as amended to date, (the "Declaration") covers the following described property:

> That part of the NW ¼ of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East 611.67 ft. to the point of beginning of the land herein to be described; continuing thence South 00° 35' 36" East 215.00 ft. to a point; thence South 89° 24' 24" West 179.04 ft. to a point; thence North 00° 35' 36" West 215.09 ft. to a point; thence North 89° 24' 24" West 179.04 ft to a point; thence North 00° 35' 36" West 215.09 ft. to a point; thence North 89° 26' 08" East 179.04 ft. to the point of beginning. Containing 0.88387 acres.

4. Article VIII Section 2 of the Declaration prohibits owners of units composed of two bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than one child. It also prohibits owners of units composed of three bedrooms from conveying title to or permitting occupancy thereof by a grantee or occupant whose household includes more than two children.

5. Whispering Hills Owners Association, Inc. acknowledges that the restrictions contained in Article VIII Section 2 of the Declaration are prohibited by the Fair Housing Amendments Act of 1988, and therefore, are invalid and unenforceable.

6. Whispering Hills Owners Association, Inc. does not enforce the restrictions contained in Article VIII Section 2 of the Declaration has not enforced said restrictions since the enactment of the Fair Housing Amendments Act of 1988.

Dated 7/30/2001

Glenn F. Rosing

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 30 day of July, 2001, the above named Glenn F. Rosing to me known to be the person who executed the foregoing instrument and acknowledged the same.

Judith A. Werner
Notary public, State of Wisconsin.
My commission 12-1-2002

THIS INSTRUMENT WAS DRAFTED BY ATTORNEY LYNN A. LUDKE

REEL 5136 IMAGE 2686

7659989

Document Number

Amendment of
Condominium Declaration

Document Title

REGISTER'S OFFICE } SS
Milwaukee County, WI
RECORDED AT 11 05 AM

DEC 3 1 1998

REEL _____ IMAGE _____

Walter R Barczak REGISTER OF DEEDS

Recording Area

Name and Return Address

Debra A. Slater
Weiss, Berzowski, Brady & Donahue LLP
700 N. Water St., #1500
Milwaukee, WI 53202

Parcel Identification Number (PIN)

7659989
RECORD 14.00

1400

XII

AMENDMENT OF DECLARATION OF CONDOMINIUM OF
WHISPERING HILLS - STAGE XII

Article VIII Section 1 of the Declaration of Condominium of Whispering Hills, Stage XII, covering the following described property:

> That part of the NW ¼ of Section 10, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said ¼ Section; thence South 89° 26' 08" West along the North line of said ¼ Section 1368.37 ft. to a point; thence South 00° 35' 36" East 611.67 ft. to the point of beginning of the land herein to be described; continuing thence South 00° 35' 36" East 215.00 ft. to a point; thence South 89° 24' 24" West 179.04 ft. to a point; thence North 00° 35' 36" West 215.09 ft. to a point; thence North 89° 24' 24" West 179.04 ft to a point; thence North 00° 35' 36" West 215.09 ft. to a point; thence North 89° 26' 08" East 179.04 ft. to the point of beginning. Containing 0.88387 acres.

is amended as follows:

(a) In order to preserve high standards of maintenance and care and other benefits from a low turnover of occupants, except as set forth in subsection (b) of this section, the Unit shall be occupied by and serve as the principal residence of the owner. The Unit shall be used only for private dwelling purposes and for no other purpose. No Unit or any rooms in a Unit may be rented and no transient tenants may be accommodated. A Unit shall be deemed to be rented if it does not serve as the principal residence of the owner and is occupied by a person or persons other than an owner, whether or not consideration is tendered as rent. No units may be subdivided.

(b) Any owner who believes the prohibition of rental occupancies imposes an unreasonable hardship may apply to the Board for a waiver of this prohibition. Such application shall be in writing, shall state the reasons the owner believes this prohibition creates a hardship, and shall set forth the period of time for which the owner seeks a waiver of this prohibition. The Board may, in its discretion, grant any request for a waiver provided that such waiver shall not extend for a period in excess of one year. Upon further request of the owner, the Board may, upon review of the tenancy and circumstances of the owner, grant additional periods of waiver not to exceed one year each. The Board shall be guided by the stated purpose that the Units are intended to be owner occupied and that waivers from

this requirement should be granted only in cases of hardship and in cases in which the period of rental occupancy is minimized and of a temporary nature.

(c) All rental tenancies shall be memorialized in writing and a copy of such lease shall be filed with the Association. The owner and Tenant shall at all times provide the Association with current mailing addresses and telephone numbers.

(d) Upon a violation of any provision of this Article VIII, Section 6, the Board of Directors may assess a fine equal to double the Unit's monthly assessment for each month or portion thereof during which a violation occurs.

(e) Since several units are currently being rented, and in order to avoid imposing an unreasonable hardship upon the owners of such rental units, this amendment will not apply to any such unit until the current owner of such unit sells his/her unit.

Dated at Milwaukee, Wisconsin this 31 day of December, 1998.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

By: _____

Debra A. Slater, c/o Weiss, Berzowski, Brady & Donahue LLP, Its Attorney
700 North Water Street, Suite 1500
Milwaukee, Wisconsin 53202

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 31st day of December, 1998, the above named Debra A. Slater to me known to be the person who executed the foregoing instrument and acknowledged the same.

_____

Notary public, State of Wisconsin.
My commission expires 8/8/99

THIS INSTRUMENT WAS DRAFTED
BY ATTORNEY DEBRA A. SLATER

3. An Owner of a Unit shall make no changes, within his Unit, which will affect the structural soundness of the building and shall promptly report to the Association any need for repairs for which the Association is responsible.

4. An Owner of a Unit shall in no case paint, decorate or alter the appearance of any portion of the property outside of the Unit. No Owner, except the Developer for promotional purposes related to the Development, or the Owner or Developer for a temporary real estate sign of customary and reasonable dimension related to the sale or rental of the Unit, may erect, post or display posters, signs, or advertising material. No awnings or enclosures shall be installed on patios, nor shall uncovered grills be used or stored on patios. Patios shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc. or for hanging or drying of laundry, carpets, rugs or clothing.

5. Except as reserved to the Developer, the Association shall not make any alterations to the exterior of any of the multi-family buildings or make any other alterations or additions outside the area of any Unit without the affirmative vote or written consent of more than two-thirds (2/3) of all the Unit Owners. In no case shall any such alterations or additions prejudice the rights of any Owner of a Unit unless his written consent has been obtained.

ARTICLE VII

ASSESSMENTS

The manner of making and collection of assessments against the Unit Owners for common expenses shall be pursuant to the By-Laws of the Association and each Unit Owners shall be liable for such fraction of the common expenses as set forth herein. The lien for unpaid assessments shall also secure reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the Owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same. Upon conveyance, each owner shall make a one time capital contribution for working capital to the Whispering Hills Owners Association in the amount to be determined by the Board of Directors and subject to change at Board's discretion.

ARTICLE VIII

RESTRICTIONS ON USE AND TRANSFER

Each Unit and every Owner of a Unit shall be subject to the following restrictions, covenants and conditions:

1. The Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the condominium. After completion of a Unit, the Developer may lease a Unit, but after a Unit has been conveyed by Developer to an Owner, it may not thereafter be leased except for a term of not less than twelve (12) months. Any occupant occupying a Unit with the authority of an Owner shall comply with all of the duties imposed hereunder on an Owner. No rooms in any Unit may be rented and no transient tenants may be accommodated. No Units may be subdivided.

2. No owner shall convey title thereto or permit occupancy thereof by a grantee or occupant for a household composed, for a Unit with two (2) bedrooms, of more than one (1) child or, for a Unit with three (3) bedrooms, of more than two (2) children.

3. No animals or birds shall be permitted within the condominium except that a single pet, either a domestic pet dog, cat, or caged bird of a maximum dimension in height or length of less than sixteen (16) inches may be kept in any of the units. No domestic pet dog, cat or caged bird can be kept, bred or maintained for commercial purposes. Permitted pet shall not be allowed at large and shall be under control of a person when outside the Unit of their Owner, shall be walked only in open areas and all droppings must be picked up, collected and disposed of by the person in control of such pet. The Association shall have the right to assess against an owner who keeps a pet the fair and reasonable expense of cleaning and picking up after the pet and for repairing such damage as may be caused by such pet. Such assessment may be levied in a single amount or periodic or regular charges as is appropriate in the circumstances.

4. No Owner shall cause or permit the general common areas to be so used as to deny to other Owners the full use of such areas. Accordingly, there shall be no obstruction of any common elements and walks and drives shall be kept clean and orderly and free of bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and pools and like objects, and children shall be restrained from playing or loitering on sidewalks and driveways. Junked vehicles or inoperative vehicles shall not be permitted anywhere on condominium property, nor shall trailers, trucks, campers, camping trucks, house trailers, boats, boat trailers, snowmobiles or land vehicles or the like be stored, parked or placed on condominium property. No part of the space within an inside parking stall shall be used for the storage of a second vehicle nor shall any vehicle occupy, park upon or otherwise block the access to or exit from an inside parking stall or the approach thereto, providing however that this provision shall not prohibit the use of outside vehicular parking spaces as provided and designated.

5. No Owner shall within his Unit or anywhere on the condominium property, store, collect, permit or use any materials or products which will increase the rate of insurance, or result in cancellation of insurance. No activity shall be undertaken or permitted which may be an annoyance to other Owners, including the use of musical instruments, televisions or radios at such times, or in such volumes of sound as to be objectionable. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials or trash is prohibited and trash and garbage containers shall be situated only in designated locations. No materials shall be consumed by fire in incinerators, open fires, fireplaces or elsewhere.

6. No antennas for television or aerials for radios shall be erected on any roof or any chimney within the condominium. No structure, trailer, tent, shack or barn, temporary or otherwise, shall be placed or maintained on any of the common areas nor shall any clothes hangers or clothesline be placed or maintained on such common areas.

7. The Owner of a Unit shall not be deemed to own any supply lines, waste lines, pipes, wires, conduits or public utility lines running through said Unit which are utilized for or serve more than one Unit, except as a tenant in common with the other Unit Owners.

8. If any portion of the common areas and facilities encroaches upon a Unit, a valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. If a multi-family building is partially or totally destroyed, and then rebuilt, minor encroachments of parts of the common areas and facilities due to construction shall be permitted and valid easement for said encroachments and the maintenance thereof shall exist from the Owners of Units in said building.

9. An Owner of a Unit, other than the Developer hereof or the Developers' successors or assigns, desiring to convey title to such Unit shall, when he has received a bona fide offer therefore, notify the Board of Directors of the Association in writing of his intention and desire to convey pursuant to the bona fide offer he has received, and such notice shall supply the name of the proposed purchaser, the terms and conditions of the proposed transaction, and the proposed date of conveyance and his commitment to convey in accordance with such offer if the Association does not adopt such offer hereunder. For a period of ten (10) days following receipt of such notice by the Association, it shall have the right to purchase such Unit upon the terms and conditions stated in such offer. The adoption shall be in writing and conveyance shall be made within thirty (30) days, in accordance with the terms and conditions of the adopted offer. If such offer is not adopted by the Association within such ten (10) day period, the Owner shall have the right, continuing for six (6) months thereafter, to convey in accordance with such offer. Any subsequent bona fide offer to the Owner or the particular offer if conveyance thereunder does not occur within six (6) months after notice to the Association shall or shall again, as the case may be, be submitted to the Board of Directors as provided herein.

This requirement to permit the Association to adopt a bona fide offer shall not extend to or prohibit transfers involving a foreclosure of encumbrance, judicial sale, transfer to avoid foreclosure or transfer by survivorship or by Will or descent. Upon request, the Association shall provide a certificate stating that this provision has been complied with or waived by act or the passage of time, and any certificate so provided shall be conclusive as to matters stated therein.

ARTICLE IX

RECONSTRUCTION AFTER LOSS

Reconstruction or repair in the event of fire, casualty or disaster shall be in accordance with the following:

1. In the event of fire, casualty or any other disaster affecting one or more of the Units, or one or more of the multi-family buildings or other improvements (the "damaged premises"), the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. Reconstruction or repair as used herein shall mean restoring the damaged premises to substantially the same condition they were in prior to the fire, casualty or disaster. Such reconstruction or repair shall be accomplished by the Association.

2. If the insurance proceeds are insufficient to reconstruct or repair the damaged premises, but are equal to at least ninety (90%) percent of the cost of said reconstruction and repair, then the damaged premises, shall be reconstructed or repaired by the Association with the insurance proceeds and all of the Owners shall be assessed for the deficiency. The provisions of Article VII shall apply to all sums assessed for any deficiency.

3. If the insurance proceeds are less than ninety (90%) percent of the cost to reconstruct or repair the damaged premises, then the determination as to whether or not to reconstruct or repair the damaged premises shall be made by a vote taken by the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number eligible to vote shall be required in order to reconstruct or repair the buildings, and, upon such decision, the Owners shall be assessed for the deficiency. The provisions of Article VII hereof shall apply to all sums assessed for any deficiency. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

4. Notwithstanding all the foregoing, in the event that two-thirds (2/3) or more of the multi-family buildings and other improvements above foundation are destroyed, then the determination as to whether or not to reconstruct or repair shall be made by a vote taken of the members of the Association within ninety (90) days from the date of the fire, casualty or disaster. An affirmative vote of at least two-thirds (2/3) of the total number of members eligible to vote shall be required in order to reconstruct or repair the same. If the required number of members do not vote in favor of reconstruction or repair within said ninety (90) day period, then the provisions of Section 703.26, Wisconsin Statutes 1969, shall apply.

ARTICLE X

INSURANCE

The Board of Directors of the Association shall obtain and continued in effect insurance coverage on the buildings and other improvements upon the property in an amount equal to the maximum insurable replacement value, with an "agreed amount" endorsement and a "condominium replacement cost" without deduction or allowance for depreciation, which amount shall be reviewed annually by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and such other risks or hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location and use. Said insurance shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear; provided, however, all proceeds payable by reason of said insurance shall be paid to the Association as trustees for the Owners and their mortgagees for the express purpose of reconstruction and repair as provided in Article IX hereof, or if it is determined in the manner as provided in Article IX hereof that the damaged premises for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be applied as provided in Article IX hereof. The foregoing provisions of this article are without prejudice to the right of any Owner to

obtain individual Unit insurance; provided, however, that no Owner shall be entitled to exercise his right to maintain individual Unit insurance in such a way as to decrease the amount which the Association may realize as trustee under any insurance policy obtained by reason of the provisions of this article. In addition to the insurance coverage that the Board of Directors of the Association shall obtain as provided above, the Board of Directors shall obtain public liability insurance and such other insurance as it shall determine from time to time to be desirable. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense to be paid by assessments levied by the Association.

ARTICLE XI

ANNEXATION TO CONDOMINIUM PROPERTY

Developer expressly reserves unto itself, its successors, and assigns, the right to annex to the plan of condominium ownership, which is the subject of this Declaration, at any time and from time to time through September 1, 1982, all or any portion of the real property which is within the description stated herein as being Whispering Hills upon full development.

ARTICLE XII

RESTRICTIONS AND CONDITIONS APPLICABLE TO ANNEXED PROPERTY

There may be constructed on the property described as Whispering Hills when fully developed up to a maximum of 280 Units in multi-family buildings. The Units constructed in Whispering Hills after the first stage and their Owners, and the common areas and facilities thereon, shall be subject to the restrictions, covenants and conditions of this Declaration, the By-Laws of the Association, and the rules, regulations, decisions and resolutions as may from time to time be adopted by the Association in accordance with its By-Laws. In the event of construction in further stages beyond the first stage, the fraction of undivided interest in the general common area and facilities appertaining to each Unit shall be adjusted in accord with the total number of Units then subject to this Declaration.

ARTICLE XIII

PROCEDURE FOR ANNEXATION

The right of construction of further stages herein created and reserved unto Developer, its successors and assigns, shall be exercised by the recording of a Supplement or Supplements to this Declaration and shall not be deemed an amendment of this Declaration within the meaning of Article XV hereafter following. Nothing contained herein shall be construed so as to create any obligation on behalf of Developer, its successors and assigns, to in fact undertake further stages of construction or to construct additional Units. By acceptance of a Deed of conveyance from Developer of a Unit, the Grantee of such Unit and each successor in title to such Unit shall, in the event of further stages of construction as aforesaid, be deemed to consent and agree to the adjustment in the fraction of undivided interest in the general common areas and facilities appertaining to such Unit as aforesaid; and Developer, its successors and assigns, shall have, in the event of such an annexation, the right, power and authority to execute and deliver, on behalf of the Grantee and each successor in title to such Unit, such instruments, if any, as may be required to effectuate such annexation and adjustment in the fraction of undivided interest in the general common areas and facilities.

ARTICLE XIV

RIGHTS OF DEVELOPER PRIOR TO TRANSFER

Pending the earliest of:

1. The construction and sale of the 280 Units related to the full development of Whispering Hills, or

2. If the Developer has given written notice to the Association of an intention of not undertaking the construction of further stages, until all Units theretofore constructed have been sold, or

3. In any event until no later than on January 1, 1982; the Developer:

(a) Shall have the right to appoint the members of the Board of Directors of the Association and amend its By-Laws;

(b) May, but shall not be obligated to manage and operate the condominium property;

(c) May use the common areas and facilities and any unsold Units on such condominium property as may facilitate the completion and sale of all Units contemplated thereon, including, but not limited to, in connection therewith, maintaining a sales office, showing property and maintaining signs;

(d) Shall have reserved unto itself the right to grant easements upon, over, through and across the common areas and facilities as may be required for furnishing any kind of utility services and may grant easements upon, over, through and across the common areas and facilities for ingress and egress to and from the condominium property and other real property adjacent to it;

(e) Shall have reserved unto itself the right, so long as Developer or its successors owns the building or Unit so altered or changed, to make minor alterations and changes to the design, location and exterior materials of a building and to alter and change the interior materials and the interior arrangement of a Unit.

(f) Developer or its successors may execute, deliver and record in the Office of the Register of Deeds for Milwaukee, Milwaukee County, Wisconsin, such instruments, if any, as may be required to affectuate the provisions of Article XIII.

ARTICLE XV

AMENDMENT OF DECLARATION

This Declaration may be amended from time to time by the affirmative vote or written consent of at least two-thirds (2/3) of the Unit Owners, except that, no amendment shall diminish the rights of Developer as contained in this Declaration. Any amendment to this Declaration adopted from time to time shall be evidenced by an appropriate certification entitling the same to be recorded and shall not become effective until recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVI

SERVICE OF PROCESS

Service of process shall be made on Joseph Sileno, 9991 W. North Ave., Wauwatosa, Wisconsin 53226, as registered agent for Sileno Construction, Inc., a Wisconsin corporation; or upon such other person or persons and at such other location or locations as may be from time to time designated by the Board of Directors of the Association; provided, however, no change in the person and location for the service of process shall become effective until the recording of notice thereof in the office of the Register of Deeds for Milwaukee County, Wisconsin.

ARTICLE XVII

RIGHT OF ENTRY

The Developer, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors of the Association in case of emergency, whether the Owner or occupant of the Unit is present or not, and, upon prior request and at times convenient for the Owner or occupant, to make installations, alterations or repairs.

ARTICLE XVIII

SEVERABILITY

The invalidity of any provision contained in this Declaration by judgment or Court Order or otherwise shall in no way affect any other provisions herein contained.

Dated at Milwaukee, Wisconsin, this _____ day of _____, 197___.

DEVELOPER
SILENO CONSTRUCTION [redacted], INC.
a Wisconsin corporation
as assignee of
J. J. DEVELOPMENT CO.,
a limited partnership

By _____
President

_____
Secretary

Signature of _____, President and _____, Secretary of Sileno Construction [redacted], Inc., a Wisconsin corporation, authenticated on this _____ day of _____, 197___.

_____
Title: Member State Bar of Wisconsin or other Party authorized under Sec. 706.06, viz. _____
Notary Public, Milwaukee County, Wisconsin.

My Commission Expires _____

This instrument was drafted by:
Tom E. Hayes, Attorney

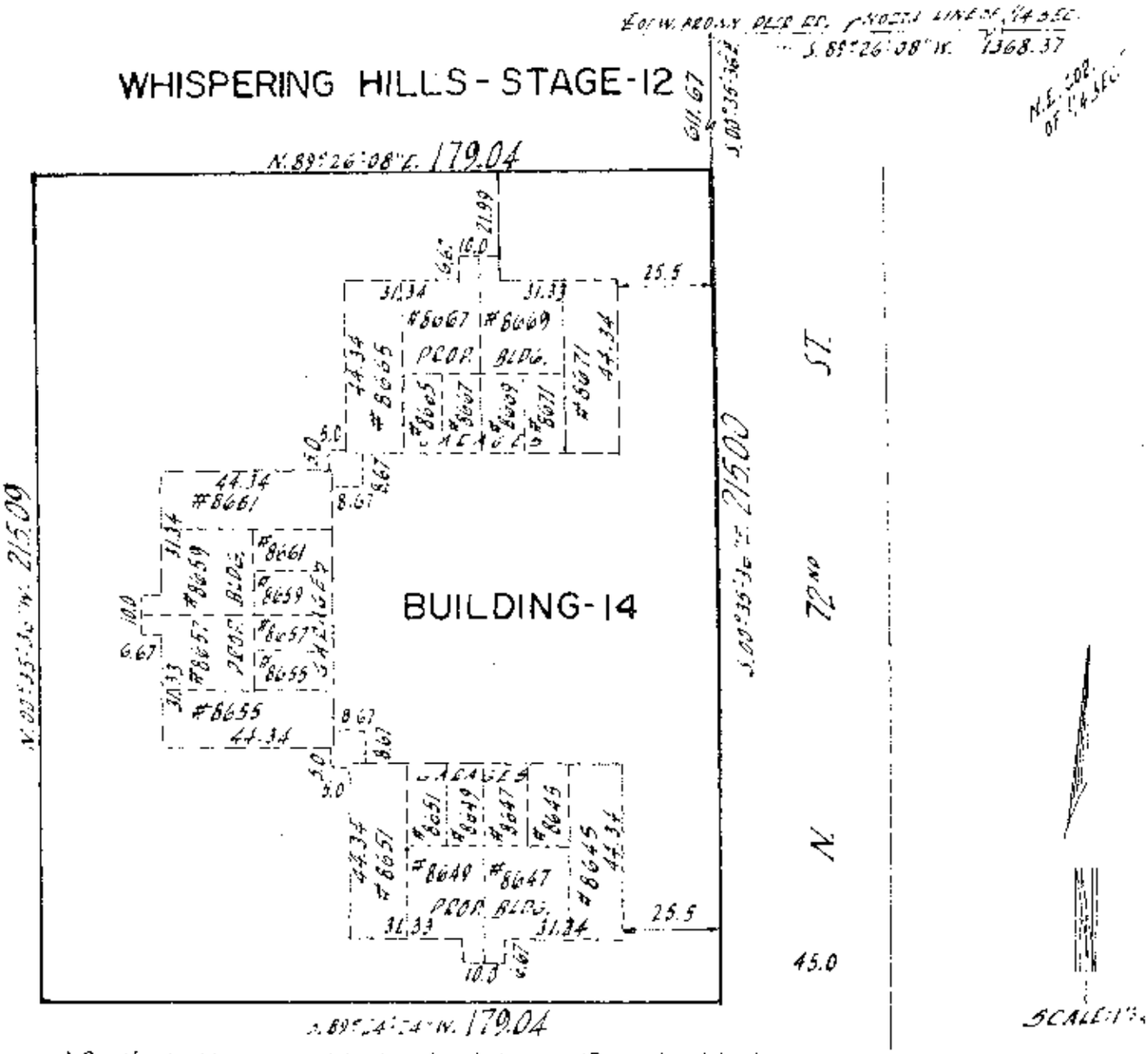
Plat of Survey

WHISPERING HILLS
BUILDING 14

That part of the NW 1/4 of Section 10, T 8 N, R 21 E, in the City of Milwaukee Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northeast corner of said 1/4 Section; thence South 89° 26' 08" West along the North line of said 1/4 Section 1368.37 ft. to a point; thence South 00° 35' 36" East 611.67 ft. to the point of beginning of the land herein to be described; continuing thence South 00° 35' 36" East 215.00 ft. to a point; thence South 89° 24' 24" West 179.04 ft. to a point; thence North 00° 35' 36" West 215.09 ft. to a point; thence North 89° 26' 08" East 179.04 ft. to the point of beginning. Containing 0.88387 acres

JUNE 29, 1977

SURVEY NO. 130603-M
BUILDING 14



I Certify that I have surveyed the above described property (Property), and the above map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements and roadways and visible encroachments, if any.

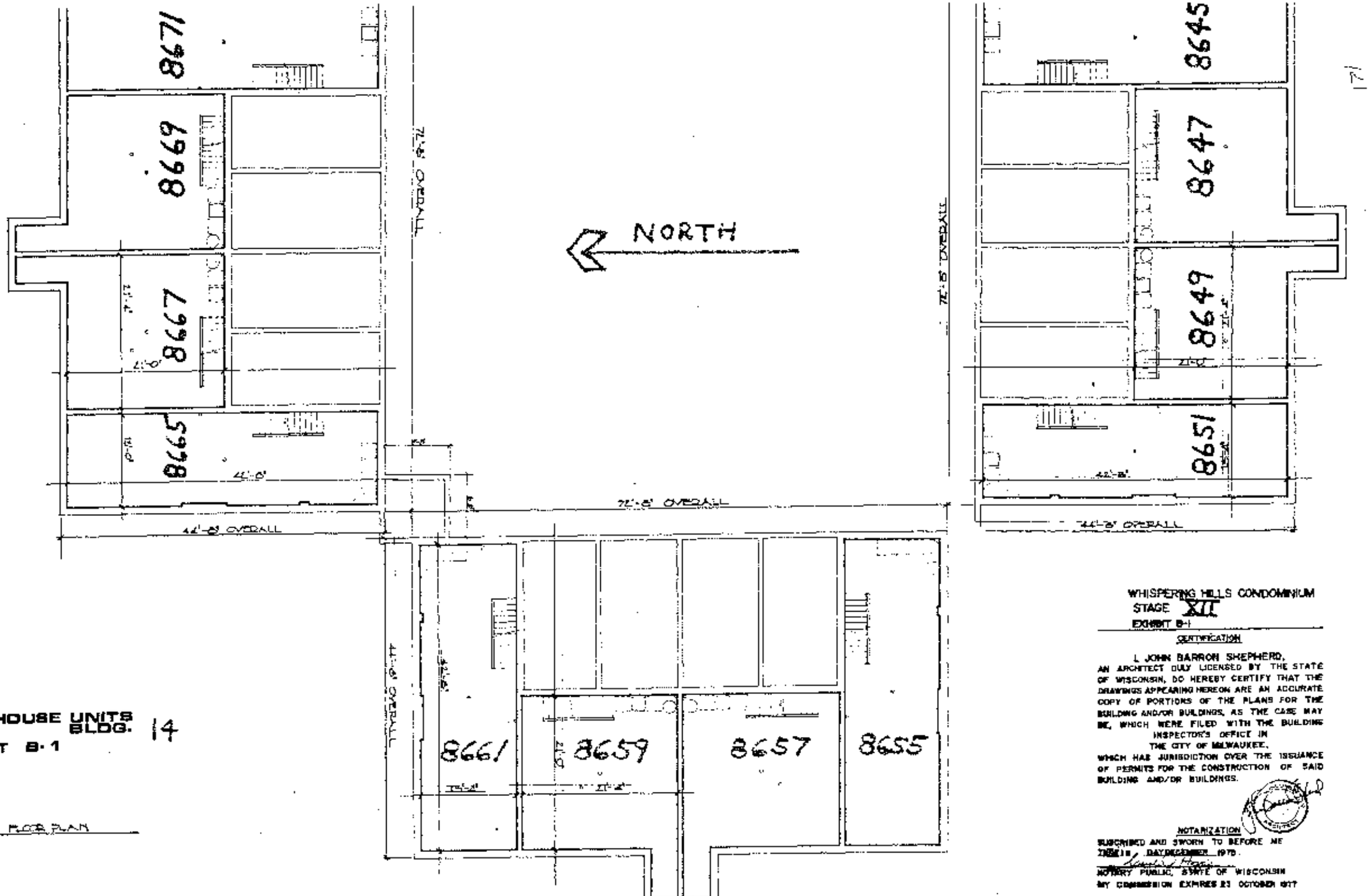
This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Kenneth E Berke
SURVEYOR

WISCONSIN
KENNETH E
BERKE
S-107
LAND SURVEYOR

national survey engineering
3470 south 127th street • p.o. box 444 • brookfield, wisconsin 53005 • phone 414 781-1000

EXHIBIT-A



TOWNHOUSE UNITS BLDG. 14

EXHIBIT B-1

BASEMENT FLOOR PLAN

WHISPERING HILLS CONDOMINIUM
STAGE XII
EXHIBIT B-1

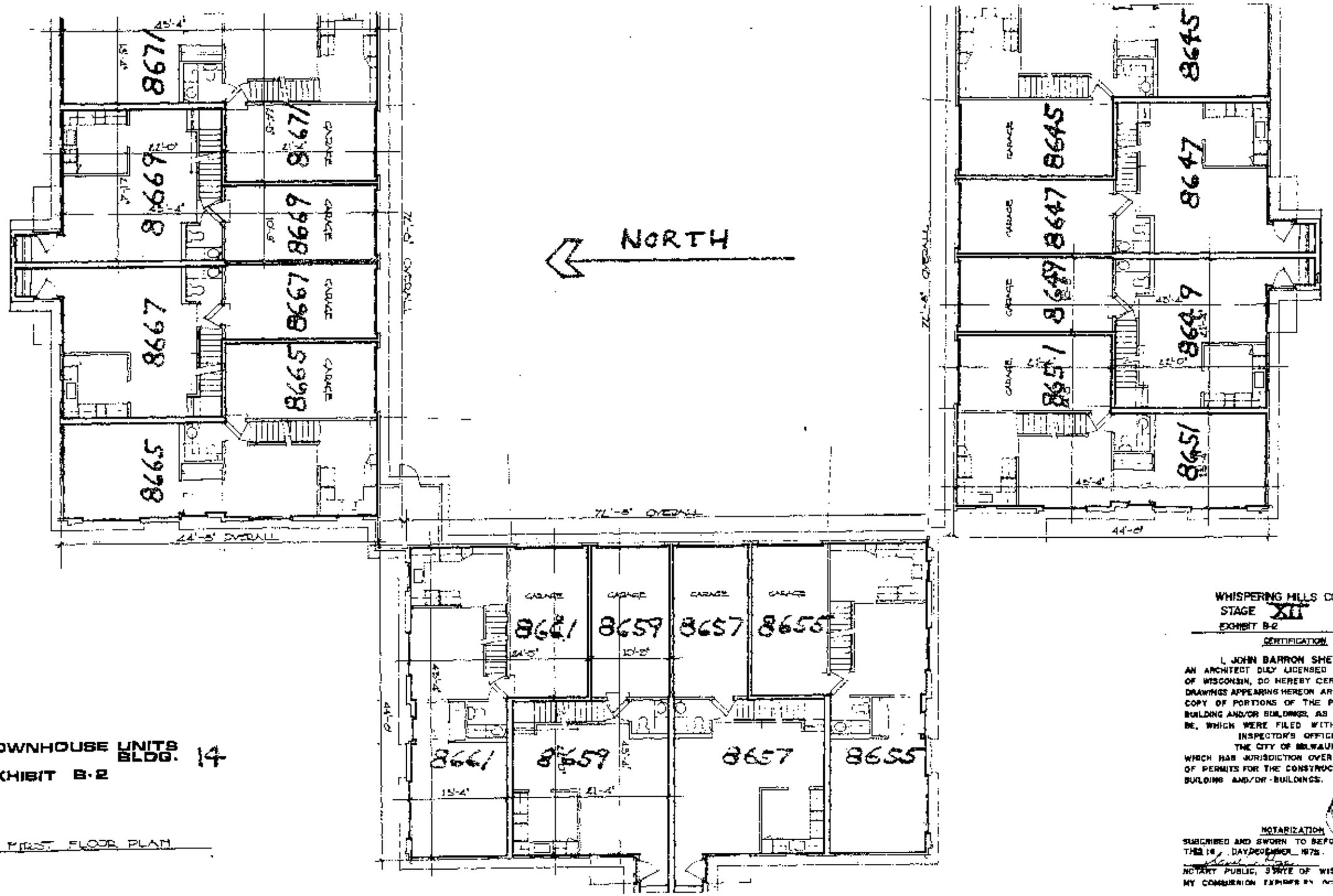
CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18 DAY DECEMBER 1978.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977



TOWNHOUSE UNITS BLDG. 14

EXHIBIT B-2

FIRST FLOOR PLAN

WHISPERING HILLS CONDOMINIUM
STAGE XII
EXHIBIT B-2

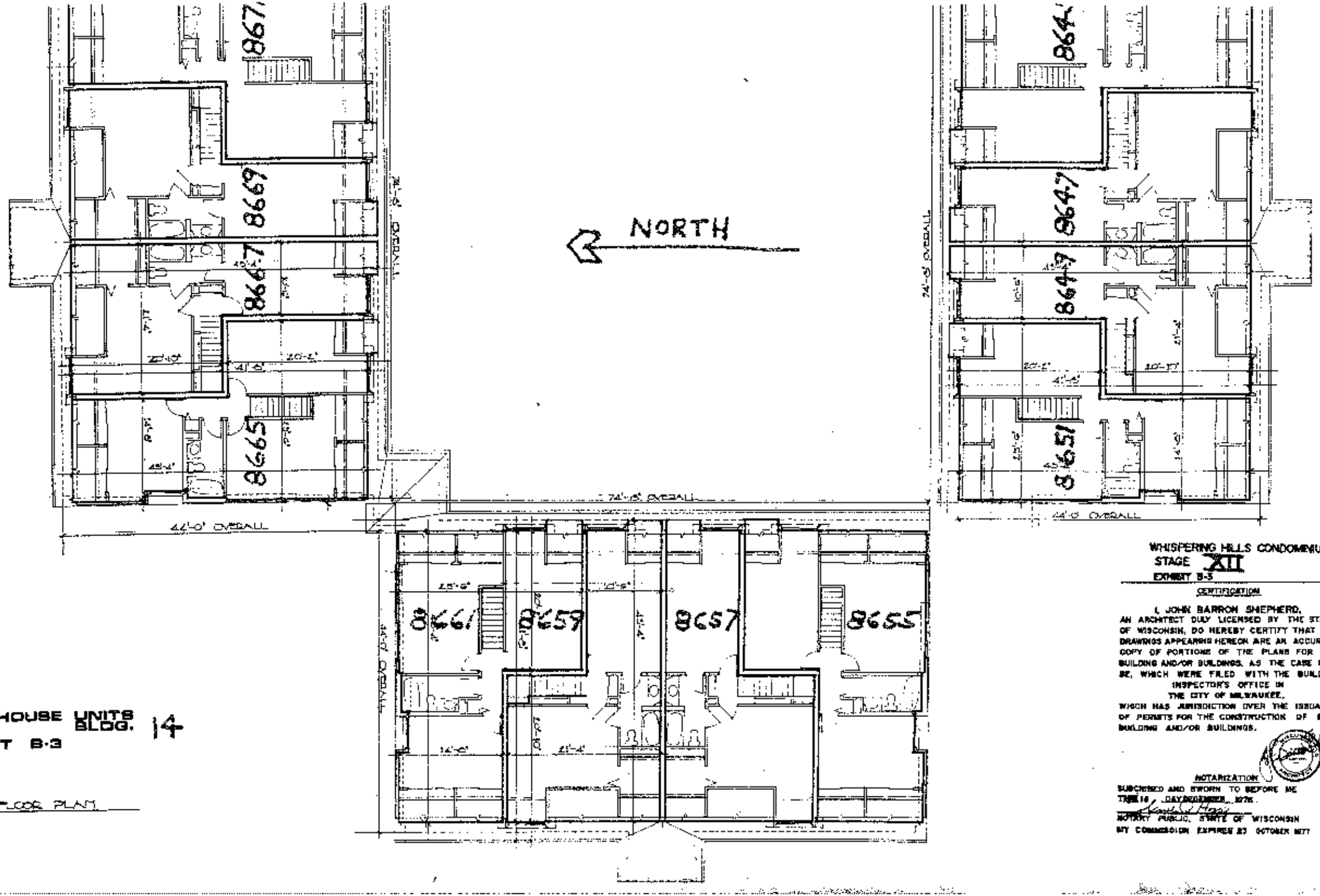
CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18 DAY DECEMBER 1975.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES



TOWNHOUSE UNITS BLDG. 14

EXHIBIT B-3

SECOND FLOOR PLAN

WHISPERING HILLS CONDOMINIUM
STAGE XII
EXHIBIT B-3

CERTIFICATION

I, JOHN BARRON SHEPHERD, AN ARCHITECT DULY LICENSED BY THE STATE OF WISCONSIN, DO HEREBY CERTIFY THAT THE DRAWINGS APPEARING HEREON ARE AN ACCURATE COPY OF PORTIONS OF THE PLANS FOR THE BUILDING AND/OR BUILDINGS, AS THE CASE MAY BE, WHICH WERE FILED WITH THE BUILDING INSPECTOR'S OFFICE IN THE CITY OF MILWAUKEE, WHICH HAS JURISDICTION OVER THE ISSUANCE OF PERMITS FOR THE CONSTRUCTION OF SAID BUILDING AND/OR BUILDINGS.

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS 18 DAY OF DECEMBER, 1975.

NOTARY PUBLIC, STATE OF WISCONSIN
MY COMMISSION EXPIRES 23 OCTOBER 1977

ARTICLES OF INCORPORATION

OF

WHISPERING HILLS OWNERS ASSOCIATION, INC.
(A Non-Stock, Non-Profit Corporation)

The undersigned, being a natural person over the age of twenty-one (21) years and acting as incorporator of a non-stock, non-profit organization under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

Name

The name of the corporation shall be the WHISPERING HILLS OWNERS ASSOCIATION, INC.

ARTICLE II

Period of Existence

The period of existence of the corporation shall be perpetual.

ARTICLE III

Purposes

Purposes for which this corporation is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property), as provided in the "Unit Ownership Act" under the laws of the State of Wisconsin and subject to the terms

and conditions of the Condominium Declaration for Whispering Hills Owners Association, Inc. as recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter referred to as "Declaration");

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

(c) To engage in any lawful activity within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Unit Ownership Act and the Declaration.

ARTICLE IV

Powers

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

(a) To exercise exclusive management and control of the general and unit common areas and facilities described and set forth in the Declaration;

(b) To maintain, repair, replace, reconstruct, operate and protect the general and unit common areas and facilities as set forth in the Declaration;

(c) To acquire and hold title to units for the benefit of the unit owners pursuant to the right of first refusal, or otherwise, as set forth in the Declaration, and to sell, lease, mortgage, vote the

votes appurtenant to, and otherwise deal with said units so acquired for the benefit of all unit owners as set forth in the Declaration;

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

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

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

(g) To make and amend reasonable regulations governing the use and operation of the condominium property in the manner provided by the Declaration;

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

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

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

ARTICLE V

Members

There shall be one class of members designated as "Unit Owner Members". The respective rights and qualifications of the class of members are set forth in the By-Laws of the corporation.

ARTICLE VI

Principal Office and Registered Agent

The location of the principal office of the corporation shall be 8755 North 72nd Street, Milwaukee, Wisconsin 53223, and the initial registered agent shall be Joseph Sileno at the above address.

ARTICLE VII

Directors

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

The number of directors constituting the initial Board of Directors shall be five, and the names and addresses and the year of the date of expiration of the term of office of the initial directors are:

JOSEPH SILENO	321 W. Nokomis Court Milwaukee, Wis. 53217	1975
LYNN DORNFELD	9118 Grantosa Drive Milwaukee, Wis. 53225	1975
MARY BRAMER	12121 W. Layton Avenue Milwaukee, Wis. 53228	1974

FRED KLUESSENDORF	4545 N. 64th Street Milwaukee, Wis. 53218	1974
TOM E. HAYES	5306 N. Kent Avenue Milwaukee, Wis. 53217	1973

ARTICLE VIII

Incorporator

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

Tom E. Hayes
Attorney at Law
Hayes and Hayes
161 West Wisconsin Avenue
Milwaukee, Wisconsin 53203

ARTICLE IX

Stock, Dividends, Dissolution

The corporation shall not have or issue shares of stock. No dividend shall ever be paid and no part of the assets or surplus of the corporation shall be distributed to its members, directors or officers. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the corporation, all of its assets, after payment of its liabilities, shall be distributed to such one or more non-profit corporations, societies or organizations having purposes deemed by a majority of its directors to be similar to those of this corporation, and, if none are deemed to exist, then to non-profit corporations, societies or organizations devoted to the promotion of

aesthetic, cultural or educational purposes.

ARTICLE X

Amendment

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

Executed in duplicate on the 6th day of October, 1972.

Tom E. Hayes

STATE OF WISCONSIN)
) SS
MILWAUKEE COUNTY)

Personally came before me this 6th day of October, 1972, the above named TOM E. HAYES, known to me to be the person whose name is subscribed to the foregoing Articles of Incorporation, and he acknowledged that he executed the same for the purposes therein contained.

NOTARY PUBLIC — STATE OF WISCONSIN

STATE OF WISCONSIN
DEPARTMENT OF STATE
FILED
OCT 10 1972
ROBERT C. ZIMMERMAN
SECRETARY OF STATE

Shirley S. Swendrowski
Notary Public, State of Wisconsin
My Commission expires: 4/18/76

This instrument was drafted by Tom E. Hayes, Hayes and Hayes, Attorneys at Law, 161 West Wisconsin Avenue, Milwaukee, Wisconsin 53203

Ret. Exec

Form 14&15-1971

United States of America

State of Wisconsin—Department of State

REGISTER'S OFFICE
Milwaukee County, Wis.
RECORDED AT 11:05 AM
OCT 16 1972
Reel 682 Image 1045 to 1051
Walter R. Bergalis
REGISTER OF DEEDS

To All to Whom These Presents Shall Come, Greeting:

The undersigned, as Secretary of State of the State of Wisconsin, certifies that

( ) Articles of Incorporation ( ) Amendment to Articles of Incorporation ( ) Statement of Intent to Dissolve
( ) Articles of Dissolution ( ) Articles of Merger ( ) Name reservation
( ) Articles of Consolidation ( ) Restated Articles ( ) Change of Registered Office and/or Agent OF
WHISPERING HILLS OWNERS ASSOCIATION, INC.

4713816

of which the attached is a duplicate, was on the date hereof, accepted and filed in my office.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at the Capitol, in the City of Madison, on OCT 10 1972

ROBERT C. ZIMMERMAN
Secretary of State

OCT-16-72 311914 • 4713816 B CA REC
OCT-16-72 311915 • 4713816 D UNCK

THIS MUST BE RECORDED WITH THE REGISTER OF DEEDS

BY-LAWS OF
WHISPERING HILLS OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

SECTION 1. NAME. The name of this Association shall be WHISPERING HILLS OWNERS ASSOCIATION, INC.

SECTION 2. LOCATION. The principal office of the Association shall be on the Condominium property in the City of Milwaukee, Milwaukee County, State of Wisconsin. The Association may have offices at such other places as the Board of Directors may from time to time determine or the Association may from time to time require.

ARTICLE II

APPLICATION, MEMBERSHIP AND INITIAL CORPORATION

SECTION 1. APPLICATION. These By-Laws, together with the Declaration of Condominium of Whispering Hills, the Wisconsin Unit Ownership Act, all amendments to the foregoing and all rules and regulations passed by the Association shall apply to, govern and control the Condominium property located at and near North 72nd Street and West Brown Deer Road, Milwaukee, Wisconsin and any and all present or future owners, tenants, employees and other persons using it. The mere acquisition, rental or occupancy of a dwelling unit, hereunder called a "Unit", on the property, will signify the acceptance and ratification of these By-Laws.

SECTION 2. MEMBERS. The members of the Association shall consist of the Unit owners who have record title in their names.

SECTION 3. INITIAL ORGANIZATION. Notwithstanding any provision set forth in these By-Laws to the contrary, J. J. Development Co., a limited partnership, hereafter called "Developer", shall designate the initial Board of Directors consisting of five (5) persons who shall have all of the rights and powers reserved to the Board of Directors under these By-Laws. Such members of the Board of Directors, or successors to any of them as designated by Developer, shall continue to serve until such time as the sale and purchase of all of the Units on the property have been consummated or such earlier time as specified by Developer in written notice to all the Unit owners, or on December 31, 1982, which ever is the earliest. At such time as the sale and purchase of all the Units have been consummated, or such earlier time as specified in the written notice from Developer to all the Unit owners, or after December 31, 1982, a special meeting of the owners shall be called, at which time the Directors appointed by the Developer shall tender their resignations and a new Board of Directors composed of five (5) persons shall be elected in accordance with the provisions of Article V of these By-Laws.

ARTICLE III

VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

SECTION 1. VOTING. Each owner of each Unit shall have one (1) vote. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the Secretary of the Association. If the owners of a Unit cannot agree on how to vote, such Unit shall lose its vote for the particular item voted upon. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate of appointment signed by a duly authorized officer of the corporation and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting.

SECTION 2. MAJORITY OF OWNERS. As used in these By-Laws, the term "majority of owners" shall mean those owners holding more than one-half (1/2) of the votes.

SECTION 3. QUORUM. Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Section 2 of this Article shall constitute a quorum.

SECTION 4. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

ARTICLE IV

MEETINGS

SECTION 1. PLACE OF MEETINGS. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the owners as may be designated by the Board of Directors.

SECTION 2. ANNUAL MEETINGS. The annual meetings of the Association shall be held on the first Tuesday of October of each year. At such meetings there shall be elected by ballot of the owners a Board of Directors in accordance with the requirements of Section 5 of Article V of these By-Laws. At such meeting there shall also be elected a representative from each building within the condominium. The representative for each building shall be elected by the ballots of the owners of such of the condominium units as are situated within the particular building. The owners may also transact such other business of the Association as may properly come before them.

SECTION 3. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the owners as directed by resolution of the Board of Directors or upon a petition signed by a majority of the owners and having been presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of four-fifths of the owners present, either in person or by proxy.

SECTION 4. NOTICE OF MEETINGS. It shall be the duty of the Secretary to mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

SECTION 5. ADJOURNED MEETINGS. If any meeting of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

SECTION 6. ORDER OF BUSINESS. The order of business at all meetings of the owners of units shall be as follows:

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

SECTION 7. ROBERTS RULES. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Robert Rules of Order.

ARTICLE V

BOARD OF DIRECTORS

SECTION 1. NUMBER AND QUALIFICATION. The affairs of the Association shall be governed by a Board of Directors composed of five (5) persons.

SECTION 2. ELECTION AND TERM OF OFFICE. At the first annual meeting of the Association the term of office of two Directors shall be fixed for three (3) years. The term of office of two Directors shall be fixed at two (2) years, and the term of office of one Director shall be fixed at one (1) year. At the expiration of the initial term of office of each respective Director, his successor shall be elected to serve a term of three (3) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

SECTION 3. POWERS AND DUTIES. The Board of Directors shall have the powers and duties as are necessary for the administration of the Condominium property and among other duties, carry out the following:

(1) Make rules and regulations, and amendments thereto from time to time, respecting the operation, use and occupancy of the Condominium property;

(2) Make and collect assessments from the Members in accordance with the provisions of the Declaration of Condominium, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the common areas and facilities of the Condominium property or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

(3) Execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property;

(4) Satisfy all liens against the Condominium property, and pay necessary expenses connected therewith;

(5) Employ a managing agent to perform such duties as the Board shall authorize including, but not limited to, the duties listed in this Section;

(6) Perform such other functions as required by law.

SECTION 4. FEES. No fee or other compensation shall be paid to any member of the Board of Directors at any time except by specific resolution of the Members.

SECTION 5. VACANCIES. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum; and each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association.

SECTION 6. REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the Directors elected by the owners may be removed with or without cause by a majority of the owners and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Owners shall be given an opportunity to be heard at the meeting.

SECTION 7. ORGANIZATION MEETING. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, provided a majority of the whole Board shall be present.

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 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 Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

SECTION 9. SPECIAL MEETINGS. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state the time, place (as hereinabove provided) 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 three (3) Directors.

SECTION 10. WAIVER OF NOTICE. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the 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. BOARD OF DIRECTORS' QUORUM. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

SECTION 12. FIDELITY BONDS. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

SECTION 13. BUILDING REPRESENTATIVE. Each Building Representative shall be given notice as provided herein for directors for each regular or special meeting of the Board of Directors and shall be permitted to attend such meetings and to make statements thereat, but not to vote.

ARTICLE VI

OFFICERS

SECTION 1. DESIGNATION. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. The Directors may appoint an assistant treasurer and an assistant secretary, and such other officers as in their judgment may be necessary.

SECTION 2. ELECTION OF OFFICERS. The officers of the Association shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

SECTION 3. REMOVAL OF OFFICERS. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

SECTION 4. PRESIDENT. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of president of an Association, including, but not limited to, the power to appoint committees from among the owners from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

SECTION 5. VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

SECTION 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Association; 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.

SECTION 7. TREASURER. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

ARTICLE VII

BUDGET, ASSESSMENTS AND DEPOSITORIES

SECTION 1. BUDGET. The Directors shall from time to time but at least once each year adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance, and repair of exterior walls, roofs, pipes, ducts, service and utility areas, recreation areas and facilities and parking areas; the cost of insurance of all types; management, maintenance, and security personnel; administration costs; and any other expense item inuring to the benefit of all unit owners. The Directors shall determine what sums, if any, will be required for improvements, capital expenditures, or other operations not included in the above which shall be included in the budget.

SECTION 2. ASSESSMENT. The estimate of the charges to be paid during each year by each Unit owner for the share of the common expenses in accordance with the provisions of the Declaration of Condominium shall be assessed against each unit and paid at such time as provided in resolutions by the Board, with the first assessment payment being made, on a prorated basis where proper, upon receipt by the owner of his deed to his Condominium unit. Initially, this assessment shall be $35.00 a month. If such assessment proves inadequate, or excessive, the Board at any time may levy a further or different assessment to be payable in such reasonable manner as the Board directs. Assessments not paid on or before ten (10) days when due shall bear interest at the rate of ten percent (10%) per annum from the due date. No owner who is more than thirty (30) days delinquent in the payment of his assessment shall be entitled to vote at any regular or special meeting of the unit owners. In the event of a failure on the part of a unit owner to pay the assessment within the time herein specified, such shall constitute a default hereunder and the Board of Directors shall take appropriate measures as may be allowable by law.

SECTION 3. DEPOSITORIES. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board of Directors and shall be withdrawn therefrom only upon check or order signed by the officers who shall be from time to time be designated by the Board of Directors for that purpose. The Board of Directors may elect to require that all payment of charges imposed by the Board of Directors against Unit Owners be paid by such owners directly to a designated depository. The Board of Directors may elect to direct that checks of less than $100.00 for payment of the obligations of the Association bear only one signature of a designated officer and that checks for a greater amount bear a signature and counter-signature of designated officers.

ARTICLE VIII

OBLIGATIONS OF THE OWNERS

SECTION 1. MAINTENANCE AND REPAIR.

(a) Every owner must perform promptly all maintenance and repair work within his own Unit and within the basement storage locker and inside garage and of the water heater and facilities appurtenant to his Unit, and is expressly responsible for the damages and liabilities that his failure to do so may produce.

(b) Patios and balconies appurtenant to a Unit shall be kept in a clean and neat condition and clear of snow, ice and water by the owner of the Unit and he shall be responsible for all repairs thereto caused by his negligence or misuse.

(c) An owner shall reimburse the Association for any expenditures incurred in repairing or replacing any general or unit common area and facility in any manner damaged by him or any occupant, guest or other invitee of his Unit.

SECTION 2. INTERNAL CHANGES. An owner shall not make an alteration of a structural nature within his Unit without previously notifying the Association in writing, through the management agent, if any, or through the President if no management agent is employed and specifying in such notice the alteration proposed. The Association shall have the obligation to answer within thirty (30) days and failure to do so within the stipulated time shall mean there is no objection to the proposed alteration.

SECTION 3. USE OF GENERAL OR UNIT COMMON AREAS AND FACILITIES. No owner shall place or cause to be placed any objects of any kind in the common areas.

SECTION 4. RIGHT OF ENTRY.

(a) Each owner grants the right of entry to his Unit to the management agent or to any other person authorized by the Board of Directors or the Association in case of emergency whether the owner is present at the time or not.

(b) Each owner shall permit the management agent or any other person authorized by the Board of Directors or other owners, or their representatives, when so required, to enter his Unit for the purpose of performing installations, alterations or repairs, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

SECTION 5. PROHIBITIONS

(a) No resident shall post any advertisements or posters of any kind in or on the Condominium property.

(b) Residents shall exercise care about making noises and in the use of musical instruments, radios

(b) Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other residents. Domestic animals may be kept only in designated units as provided in Declaration and then only in accordance with the Municipal Sanitary Regulations and such other rules and regulations as may be adopted by the Board of Directors.

(c) It is prohibited to hang garments, rugs, etc., from the windows or balconies or patios, or in any areas outside the Units.

(d) It is prohibited to dust rugs, etc., from the windows or balconies or patios, or in any areas outside the Units.

(e) It is prohibited to throw garbage or trash outside the disposal receptacles.

(f) No owner, resident or lessee shall install wiring for electrical or telephone installations, television antennae, machines, etc., on the exterior of the property or that protrude through the walls or the roof of any building, except that air conditioners may be installed in the sleeves provided for this purpose.

ARTICLE X

AMENDMENTS

SECTION 1. BY-LAWS. These By-Laws may be amended by the Association in a duly constituted meeting for such purpose, and no amendment shall take effect unless approved by owners of at least two-thirds of the total units.

ARTICLE XI

MORTGAGES

SECTION 1. NOTICE TO ASSOCIATION. An owner who mortgages his unit(s), shall notify the Association through the Management Agent, if any, or the President of the Board of Directors in the event there is no Management Agent, the name and address of his mortgagee; and the Association shall maintain such information in a book entitled "Mortgagees of Units."

SECTION 2. NOTICE OF UNPAID ASSESSMENTS. The Association shall at the request of a mortgagee of a unit report any unpaid assessments due from the owner of such unit.

ARTICLE XII

CONFLICTS

These By-Laws are set forth to comply with the requirements of the Wisconsin Unit Ownership Act. In case any of these By-Laws conflict with the provisions of said statute, or the Declaration of Condominium of Whispering Hills Owners Association, it is hereby agreed and accepted that the provisions of the statute or of the Declaration, as the case may be, will control.

WHISPERING HILLS OWNERS ASSOCIATION, INC.

P.O. Box 923
Menomonee Falls, WI 53052-0923
Phone: (262)257-9250 Fax: (262)257-9251 e-mail: lisa @ppc-wi.com

April 19, 2012

RE: Resolution of the Board of Directors

Dear Resident of Whispering Hills Owner's Association, Inc:

It is the fiduciary responsibility of the Board of Directors to collect all assessments for the maintenance and replacement of common area property and other association expenses in a timely fashion in order to run the business in an effective manner.

The enclosed resolution was discussed and voted on during the April 12, 2012 Board of Directors Meeting. The Resolution will go into effect June 1, 2012 and will be strictly enforced.

The assessments are due on the first of each month. Assessments not paid, (received at the lock box), on or before the **tenth** of each month shall bear interest at a rate of ten (10%) per annum from the first plus a **late fee of $50.00** if not paid by the last day of the month. Please allow adequate mailing time for the dues to be received before the 10th of the month.

As an Owner at W.H.O.A. it is your responsibility to read and understand the enclosed Resolution in its entirety as it contains several changes that will be in effect as of June 1st, 2012. Please keep this with the rest of your condominium documents.

Sincerely,

Whispering Hills Owners Association, Inc.
Board of Directors

Enclosure

WHISPERING HILLS OWNERS ASSOCIATION, INC.

RESOLUTION OF THE BOARD OF DIRECTORS

DATE: April 12, 2012

WHEREAS, it is the objective of the Board of Directors to establish a standard procedure for collection of past due condominium assessments;

WHEREAS, it is the obligation of the association to make timely payments of all its financial obligation;

WHERAS, the Board of Directors is empowered to create, implement, and enforce a late payment policy for all monies owed to the association; and,

WHEREAS, the Board of Directors desires to update the collection policy found in Section G of Whispering Hills Owners Association, Inc.'s Rules, Procedures and Guidelines.

THE BOARD OF DIRECTORS HEREBY RESOLVES AS FOLLOWS:

1. The monthly maintenance fee is due on the first of each month.

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

   A. Assessments not paid on or before ten (10) days when due shall bear interest at a rate of ten percent (10%) per annum from due date plus a late fee of $50.00 per month if not paid by the last day of the month. If the 10th day falls on a weekend or holiday, all payments are due on the previous business day.

   B. When a unit owner is delinquent for two months, the account shall be referred to an attorney for collections. Collection methods include, but are not limited to, filing a lien on the condominium unit and foreclosure. The unit owner will be liable for all costs of collections, including attorney fees.

3. If, at any time, a unit owner makes a partial payment of the total amount due the association, the payment shall be applied to arrears in the following order:

i. Collection costs, including attorney's fees;
ii. Special assessments;
iii. Maintenance fees, oldest to newest.

4. In the event that a unit owner fails to pay the monthly maintenance fees and the amount remains outstanding for more than 30 days, the Association may requires the maintenance fees due Whispering Hills for the remainder of WHOA's fiscal year (begins October 1) or the remainder of the calendar year, whichever is great, shall become due immediately and payable on demand without further notice.

5. If a check received from a unit owner is returned by the bank (or similar entity) for insufficient funds in the unit owner's account, the unit owner will be charged $35.00 per occurrence.

6. Special assessments may be assessed as deemed appropriate by the Board of Directors. Special assessments are due on the date designated by the Board of Directors.

7. This Resolution supersedes and replaces Section G of the Whispering Hills Owners Association, Inc.'s Rules, Procedures and Guidelines.

8. This Resolution and the policies contained herein, shall become effective on June 1, 2012.

Resolution Considered at Meeting, April 12, 2012

Motion made by: Cheryl Frank

Seconded: Yes, by Kathy Ansay

In Favor: All
Opposed: None

Signed: Barbara Johnson
Secretary

Date: April 12, 2012

IMPORTANT INFORMATION
Please keep this information with your governing documents

Whispering Hills Owners' Association, Inc.

RESOLUTION REGARDING ENTITY-OWNED UNITS

WHEREAS the Board of Directors of Whispering Hills Owners' Association, Inc. (the "Association") "shall have the powers and duties as are necessary for the administration of the Condominium property", pursuant to Article V, Section 3 of the Bylaws:

WHEREAS the Board of Directors has the power to "make rules and regulations, and amendments thereto from time to time, respecting the operation, use, and occupancy of the Condominium property ," pursuant to Article V, Section 3 (1) of the Bylaws;

THEREFORE, BE IT RESOLVED that the Association adopt the following Rules and Regulations regarding entity-owned Units:

For any Units that are owned by an entity (defined as an LLC, a corporation, a trust, a partnership, or any non-private party), the owner must submit copies of the following documents to the Board of Directors within 30 days of taking ownership of the Unit, or within 30 days of receiving a notice from the Board requesting the same, whichever date is later:

(1) The entity's organizational documents (i.e. Articles of Incorporation, Articles of Organization, Trust documents, etc.);

(2) The entity's operational documents (i.e. Bylaws, Member Agreement, Operating Agreement, etc.); and

(3) Any and all other documents incident to the entity's ownership of the Unit (including, but not limited to, the deed, and any agreements among the members with respect to ownership and occupancy of the Unit).

If a unit owner fails to timely provide the documentation set forth above, the Board may fine the unit owner $10 per day until the violation is corrected.

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

The Board of Directors adopted this resolution on 7-14, 2016, with the policy to take effect on 7-14, 2016.

President

Secretary

RESOLUTION OF WHISPERING HILLS OWNERS ASSOCIATION, INC. BOARD OF DIRECTORS

WHEREAS, it is the objective of the Association to enforce its covenants to the extent they are reasonable; and

WHEREAS, the Association believes that its non-owner occupancy provision (Declaration Article VIII, Section 1) is unreasonable as it pertains to a unit owner's family occupying the unit;

IT IS RESOLVED, by the Board of Directors as follows:

Whispering Hills Owners Association, Inc. will not enforce its non-owner occupancy provision when the unit is occupied by the unit owner's immediate family members. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives.

The remainder of the Association's non-owner occupancy prohibition shall remain in effect and enforceable.

Amendment Considered
At Meeting, 8/26/08 (Date)
Motion made by: Michael Holz
Seconded: yes
(Yes/No)

In Favor: all
Opposed: none

Signed: [signature]
Secretary

Whispering Hills Owners Association. Inc.

RULES PROCEDURES AND GUIDELINES

Updated April 17, 2023

All previous versions should be discarded.

OVERVIEW

1. Wisconsin Statute 703, Condominium Ownership Act, relates to laws and regulations for Wisconsin condominiums.

2. Unit owners are governed by, but not limited to:

   - Whispering Hills Declaration
   - By-Laws
   - Rules, Procedures and Guidelines Handbook

   Unit Owners received and reviewed the above documents at time of offer to purchase unit and agree to comply with governing documents.

   These are important documents. Unit Owners should review them periodically. These documents will be required whenever the unit is sold.

3. The Declaration, Bylaws, and these Rules serve as your condominium documents.

4. State of Wisconsin, City of Milwaukee Code of Ordinances and National Fire Association Codes are reflected in our Rules, but not limited to:

   Rules – swimming pool
   Flammable liquids / products
   Grills and fireworks
   Disposal of hazardous waste
   Electrical and plumbing
   Noise
   Roadway (fire lanes)

5. A list of W.H.O.A. addresses and W.H.O.A. name designations (old townhouse, new townhouse, 5-plex and elevator building).

W.H.O.A. NAME DESIGNATION BY ADDRESS

New Townhouse
7200 thru 7285 W. Wabash Ave.
8635 thru 8699 N. 73rd St.
8645 thru 8671 N. 73rd St.

Old Townhouse
8701 thru 8723 N. 72nd St.

5-Plex's
8725 thru 8759 N 72nd St.

Elevator Building
8735 N. 72nd St.

6. A LIST OF UNITS BY ADDRESS WHERE AN ANIMAL IS PERMITTED OR NOT PERMITTED

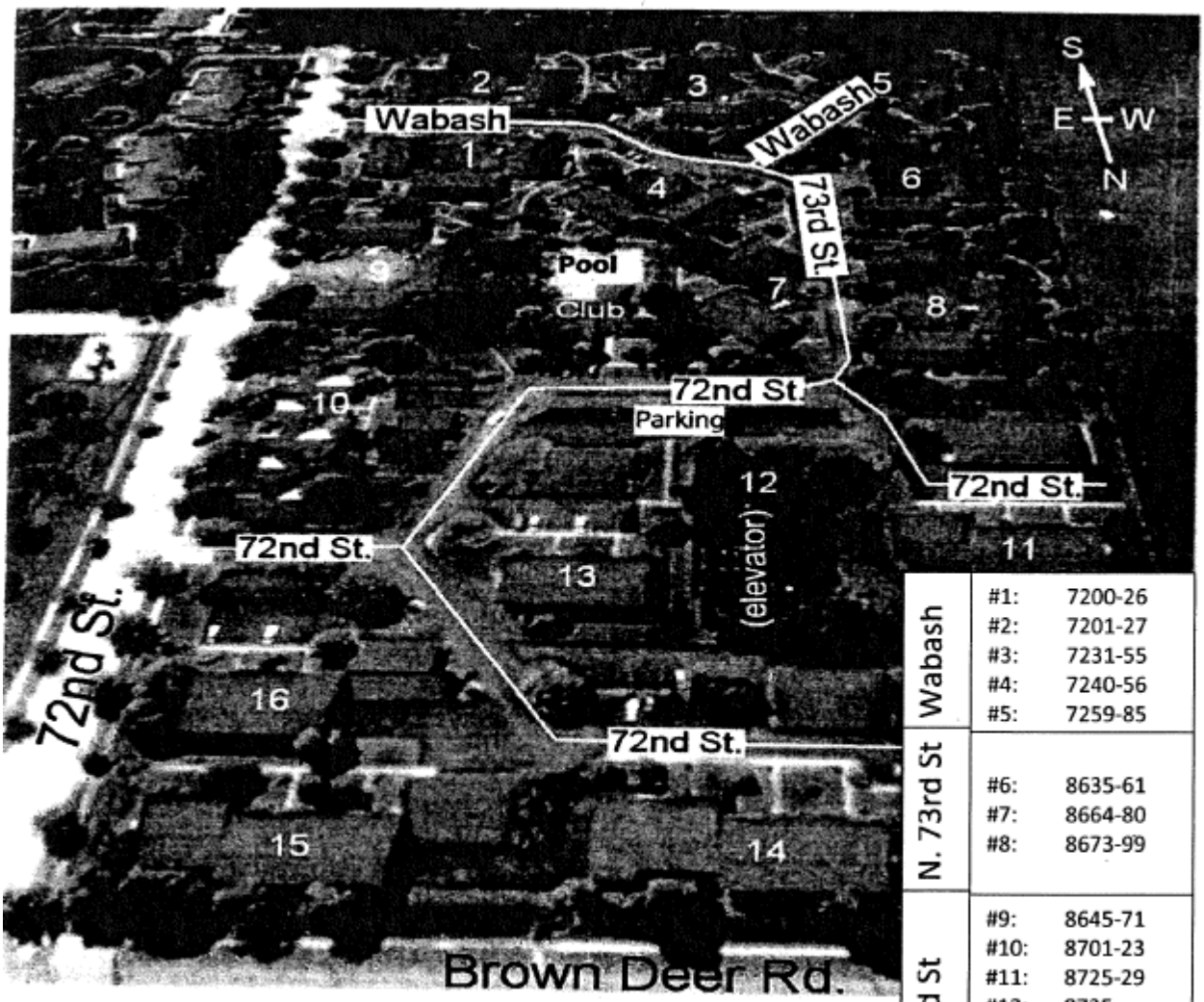
ANIMAL PERMITTED

7200 thru 7285 W. Wabash Ave.
8635 thru 8699 N. 73rd St.
8645 thru 8671 N. 72nd St.
8701 thru 8723 N. 72nd St.
8725, 8727, 8729 N. 72nd St.
8745 N. 72nd St.

ANIMAL NOT PERMITTED

8735 N. 72nd St.
8741, 8743, 8747, 8749, 8751, 8753, 8755, 8757, 8759 N 72nd St

WHISPERING HILLS CONDOMINIUMS



Wabash	#1:	7200-26
	#2:	7201-27
	#3:	7231-55
	#4:	7240-56
	#5:	7259-85
N. 73rd St	#6:	8635-61
	#7:	8664-80
	#8:	8673-99
N. 72nd St	#9:	8645-71
	#10:	8701-23
	#11:	8725-29
	#12:	8735
	#13:	8741-43
	#14:	8745-49
	#15:	8751-55
	#16:	8757-59

RESPONSIBILITIES & OBLIGATIONS OF UNIT OWNERS

1. Knowledge of Condominium Declaration, By-Laws and Rules, Procedures and Guidelines Handbook.

2. Unit shall be occupied and used only for private dwelling purposes and no other purposes. NO RENTERS. No trade or business shall be carried on anywhere within the condominium.

3. Prompt payment of monthly maintenance fees. Please contact the property manager for menu of payment options which include paper check with coupon, ACH, E-check and credit card options. Payments are due on the first of each month.

4. Carry Condominium Unit Owners Homeowners insurance policy that meets the requirements stated in the Declaration. (H-06)

5. Obtain written permission from the Board of Directors BEFORE proceeding with any exterior changes or interior structural changes.

6. The owner of each unit shall keep and maintain in good condition, including repair and replacement of components of installations within or pertaining to the unit, the following:

    a. All utility lines and electrical, gas and plumbing installations

    b. Central air-conditioning units (interior/exterior) and wall sleeve air conditioners in the 5-plex's

    c. Electric and gas furnace heating systems

    d. Water heater, fixtures, appliances, equipment, interior walls (including drywall), partitions, flooring, ceiling, doors (including storm), door locks, window frames/glass/storms/screens, and basements (except elevator building and 5-plex's)

    e. Garage interiors (except elevator building) and the individual garage overhead door (except elevator building)

    f. The structure / surface of the patio and patio fence pertaining to the unit

7. Install and maintain in working condition unit smoke detectors (battery / electric) in accordance with the City of Milwaukee Fire code Ordinances.

8. Owners are required to install and maintain working CO detectors.

9. Maintain a temperature level in the unit that prevents the water pipes and system from freezing. You must contact the utility company if your utilities have been shut off and renegotiate a "turn on" of your electric / gas within 24 hours of the shut off.

10. In units with sump pumps, notify the office immediately if there is a problem.

11. Know where your electric circuit breakers are located in your unit.

12. Know where your water shut off is located in your unit and tag it.

Water faucet located in an individual garage is the responsibility of the unit owner. Remember to turn this faucet off in the basement in the winter.

In addition to the individual unit water shut off, some town house units have additional main water shut off for other units within the immediate vicinity. When you have plumbing work done, make sure this multiple unit water shut off is not turned off.

13. Outside Water Faucets:

- In townhouses, this faucet shut off is located in the basement. You are responsible for turning the water off in the fall to prevent freezing
- In Spring (after the freeze) you are expected to turn on the outside faucet
- Report leaking outside faucets to the office

14. <u>Water Conservation</u>
Water and sewer costs are part of the Unit Owner's monthly maintenance fee.
These costs continue to escalate. Fix toilets, faucets and showerhead leaks immediately.
Water leaks contribute to waste of water and unnecessary costs to all owners.
WE ASK EVERYONE TO CONSERVE WATER USAGE.

15. Clubhouse / swimming pool -fob is for the exclusive use of the Unit Owner it has been assigned to. Fob use will be turned off if privileges are abused.

IMPORTANT PHONE NUMBERS

A. All emergencies – Dial 911

1. All *life threatening* situations
2. All suspected crimes in progress (examples include, but not limited to)
    a. Robbery
    b. Shots Fired / Shootings

B. Non Emergencies – Dial 414-933-4444

1. When an officer is needed at the scene but the situation is not life threatening.
    a. Loud Music
    b. Neighbor trouble (non-violent)

C. District Notifications – Dial 414-935-7242 (4th District)

1. Non-emergencies when a squad is not needed
    a. FAX number 414-935-7114 (Hot spot forms or drug complaint forms)

D. Property Management Co.:

1. For condominium management issues contact the current property management company.

A. CONDOMINIUM RULES – GENERAL

1. Animals / Birds: Feeding of
2. Animal Waste
3. Bird Feeders
4. Bird Baths
5. Bicycle, motorized and non-motorized recreational vehicles, i.e., tricycles, training wheel bikes, scooters, skates, skate boards, mini-cars and bikes, wagons, sleds and toboggans
6. Cigarette Butts & Debris
7. Fireworks
8. Flags
9. Flammable Liquids and Products
10. Garages or Garage Spaces – Rental of
11. Grills, Outdoor Deep Fryers, Smokers and Portable Fire Pits
12. Fob for Clubhouse / Swimming Pool Gates
13. Noise
14. Patios and Balconies
15. Sidewalks & Driveways
16. Signs
17. Speed Limits & Stop Signs
18. Other

1. Animals / Birds – Feeding Of

Throwing feed of any kind on the ground for animals / birds is not permitted by City of Milwaukee Code Ordinances.

2. Animal Waste

- Immediately clean up after your animal
- Place waste in a closed container and immediately dispose of in dumpster
- No animal waste containers on patios / balconies or common area

3. Bird Feeders

City of Milwaukee Code Ordinance 78.16:

- Feed for birds shall be placed in a covered hopper, gravity type feeder. The platform of the feeder shall be of reasonable size and surrounded by a ledge to deter food from blowing off. The feeder shall be placed on top of a rodent proof pole which extends at least 3.5 feet above the ground and shall be placed a least 6 feet from the nearest climbable object or the feeder may be suspended from a tree if protected by rodent guards. Feed for birds shall not be placed on the ground where it is accessible to rodents. When feed falls on the ground from a feeder, it must be cleaned up immediately
- Permitted for townhouses (new / old). NO MORE THAN TWO (2) BIRD FEEDERS PER UNIT
- NOT permitted on balconies or patios of elevator building or 5-plex buildings

4. Bird Baths

NOT permitted on balconies or patios of elevator buildings or 5-plex buildings.

5. Bicycle, motorized and non-motorized recreational vehicles, i.e., tricycles, training wheel bikes, scooters, skates, skate boards, mini-cars and bikes, wagons, sleds and toboggans

Due to the unpredictable speeds of licensed motorized vehicles, outside parking which can present hidden risk, and winding terrain, all residents must be safeguarded from potential accidents and danger. The following outlines recreational motorized and non-motorized vehicle use within the Whispering Hills Complex:

a. Except for children under 10 years old and only when accompanied by an adult is sidewalk riding permitted. Otherwise, bicycles, motorized and non-motorized recreational vehicles, i.e., tricycles, training wheel bikes, scooters, skates, skate boards, mini-cars and bikes, wagons, sleds and toboggans are not permitted for use on sidewalks, grassy and landscape areas, stairs, rails, and the designated pool area.

b. For your convenience, sources of information that explain the use of motorized and non-motorized recreational vehicles for use in the public City of Milwaukee and State of Wisconsin.

(i) Milwaukee City Charter and Code Ordinances, per Chapter 102, Section 102-7 of the Milwaukee City Charter and Code of Ordinances: Children less than 10 years of age who are supervised by an adult may ride on any sidewalk that does not abut a building.

(ii) Department of Transportation: www.dot.wisconsin.gov/safety/vehicle/bicycle/rules.htm

- Ride at least three feet from the curb or parked vehicles or debris in curb area and in a straight line. Don't swerve in and out around parked vehicles
- Always ride in the same direction as traffic
- Sidewalk riding for bicyclists past the learning stage and being closely supervised by adults can be more dangerous than on the road, obeying traffic laws. It is also illegal unless the community has passed an ordinance specifically permitting sidewalks riding ** This can be age-restricted, location restricted or based on the type of property abutting the sidewalk
- Obey all traffic laws
- Be predictable! Let other users know where you intend to go and maintain an understood course

(iii). Wisconsin.Gov- https://docs.legis.wisconsin.gov.document>statutes

a. Statute 346.80(2)(a)

Additional

No riding on the grass

Skateboards

No skating on / over the stairs, stairways or rails

6. Cigarette Butts and Debris

Do not throw these items in common areas.

7. Fireworks – City of Milwaukee Code Ordinance 105.47

- ALL fireworks are ILLEGAL in the City of Milwaukee
- Any item that emits SMOKE, A BANG OR SPARKLE is considered ILLEGAL and subject to a City fine of $175.00 for an adult and $73.00 for a juvenile.

8. Flags

- American Flag appropriately placed, size not to exceed 3' x 5'
- Placement – attached to wood structure (not brick or siding) on unit and placed clear of walkways / roads

9. Flammable Liquids & Products – Fire Department Recommendation

- Flammable / combustible products cannot be stored in a Unit Owner's residence. These products must be stored in tightly sealed containers and placed in a metal cabinet in the garage in the townhouses and 5-plex's. Examples of flammable/combustible products include, but are not limited to, paint thinner, oil, cleaning solvents, etc.

- In elevator building, these items must be stored in a metal cabinet in the owners' garage locker. These items cannot be stored in the 5-plex lockers

- Paint thinner and cleaning solvents can be stored in amounts not to exceed one gallon in total. All containers must be tightly sealed and stored properly

- The Unit Owner must dispose of items such as oil base paint, thinner, solvents or any hazardous item off the property. They cannot be left next to / or in the dumpster or placed in the recycling carts. (Latex paint can be disposed of in the dumpster if the cover is opened and paint is allowed to dry out before being placed in dumpster).

- Flammable items, such as motor oil, shall not be placed in or around dumpsters or allowed to drain anywhere on the common area. The Unit Owner must dispose of these items off the property

- Grill charcoal must be cold (doused with water) before being placed in the dumpster

10. Garages or Garage Spaces – Rental of:

- Townhouse (old and new) and 5-plex Unit Owners may only rent their garage space to residents who live in Whispering Hills

- Elevator building Unit Owners may only rent their garage spaces to residents who reside in the elevator building

11. Grills, Outdoor Deep Fryers, Smokers and Portable Fire Pits

The State of Wisconsin, City of Milwaukee Ordinance Codes and W.H.O.A.'s insurance carrier require Whispering Hills Association to implement the National Fire Association Code for use of grills.

Elevator Building and 5-Plex Balconies and Patios
Electric grills are the only type of grill permitted on balconies and patios.

Townhouses – Old and New
Charcoal, propane and electric grills are permitted following placement restrictions below.

General Grilling Rules for all Units

- All grills must have a cover. Open fire pits and / or grilling is not permitted

- No grilling permitted within 15 feet of combustible material (buildings, railings, fences, trees, bushes, cars, etc.). Distance is per City of Milwaukee Fire code, Chapter 214, section 214-0, number 1b, which applies to multi family dwellings

- No grilling permitted in garages
- Electric starters / igniters highly recommended for charcoal grills
- Charcoal must be cold (doused with water) before disposal in the dumpster
- Grills cannot be stored or left in the common areas
- All rules above pertaining to grills will also pertain to smokers
- Outdoor Deep Fryers are prohibited

12. Fob for Clubhouse / Pool Gates

Each Unit Owner will receive one key fob. Each key fob is numbered and assigned to your unit. A cost of $25 will be assessed for replacement of a lost key fob.

13. Noise – City of Milwaukee Ordinances

- Noise / disturbances, within / outside, individual units, club house / pool area, other common areas, (i.e. talking, laughing, shouting, barking dogs, radio/ TV's car alarms, car radios, motor cycles, etc.) that disturbs your neighbor will not be tolerated
- Talk to your neighbor and politely ask them to keep the noise down. If all else fails, call the Milwaukee Police Department 414-933-4444

14. Patios and Balconies

- The Association will not be responsible for snowplow damage to patio areas where a step has been added to the patio
- In the snow season, the Association requests Unit Owners remove doormats, carpets and furniture within 4 feet of the front door so the sidewalk snow removal can be done without damaging these items or the equipment
- Patio / Balcony – Unit Owners personal items, furniture, grills, fountains, etc. must remain on the patio / balcony. Placement on common area is not allowed
- Patios / Balcony – shall not be used for storage of motorcycles, bicycles, wagons, or drying laundry

15. Sidewalks – Driveways

Outdoor play should be supervised at all times for the safety of children and all others.

All persons shall be restricted from playing or loitering on driveways, sidewalks and in vegetation/landscape.

No resident shall cause or permit the common areas to be used so as to deny other residents the full use of such areas. Therefore, all walks and drives shall be kept clean and orderly. Bicycles, baby carriages, tricycles, scooters, toys, wagons, grills and like objects are forbidden to be left unattended on walks, drives or green space/grass.

16. Signs

- Maximum size 14" x 14"
- Placement – individual patio / garden areas or window of unit

Political
Time Frame – placement in windows/doors of a unit only, 30 days before election – removal 2 days after election.

Realtor

- Realtor 'For Sale' signs cannot be placed outside the unit
- Realtor 'For Sale' signs can be displayed in windows/ doors of a unit
- Realtor open house signs and flags allowed only during open house hours
- Realtor lock boxes are allowed in common areas or attached to unit for sale. Lock boxes may NOT be attached to main doors in the elevator or 5-plex buildings

17. Speed Limits and Stop Signs

- Obey the speed limits posted at the condominium entrances
- Stop completely at all stop signs in the complex

18. Other

- Fence and retention wall climbing are prohibited
- Residents and guests are prohibited from running or hiding on other unit owners patios as this is not only disruptive to unit owners, but also their animals
- Residents and guests are prohibited from playing in or around other unit owners garages or cars
- Throwing items such as balls, rocks, or the like onto roofs is prohibited
- Playing or hitting baseballs, waffle balls, tennis balls, or the like on common grounds or roadways is prohibited
- Outdoors, at all times, children need to be supervised by an adult for their safety and the safety of all others.

B. CLUBHOUSE RENTAL RULES

1. Resident Unit Owner will be required to sign a rental contract.

2. Rental of the clubhouse for private functions is granted to owners in good standing. (Up to date with maintenance fees).

3. Rental of the clubhouse is for Unit Owner functions only. The clubhouse may not be rented by Unit Owners for use by outsiders. (Friends, relatives, etc.)

4. The clubhouse cannot be rented for any commercial or profit oriented activity.

5. Reservations for the clubhouse must be made with the Property Manager.

6. Functions are limited to 40 persons.

7. Function hours are 10:00 AM to Midnight.

8. A $250.00 security deposit will be required with all reservations. This deposit must be the funds of the owner making the reservation. Said deposit is returnable, in full, providing nothing is missing or damaged, the clean up is acceptable and passes inspection and there are no parking fines. The deposit will be held for a ten (10) day period following the event before a refund is made.

9. Owners who have reserved the clubhouse are responsible for breakage, damage or theft and will be required to pay for replacing or repairing damaged or stolen articles. If the damage or value is less than the $250.00 security deposit, it will be subtracted from the security deposit and the remainder will be refunded. If the replacement or repair exceeds the security deposit, the Association will keep the security deposit and the Unit Owner will be assessed the additional amount.

10. The Unit Owner reserving the Clubhouse agrees to indemnify and hold harmless the Condominium, the Unit Owners' Association, each Unit Owner, the Board of Directors, and the Managing Agent, from any loss, claim, or liability of any kind arising out of use of the clubhouse and the clubhouse rental. This includes, but is not limited to, any claim of property damage or personal injury.

11. W.H.O.A. is not responsible for alcohol consumption by guests. Such consumption is the responsibility of the renter of the clubhouse. Residents and guests under 21 are not allowed to consume alcoholic beverages in or around the clubhouse. The Unit Owner reserving the clubhouse is responsible for enforcing this rule.

12. The Unit Owner reserving the clubhouse will insure that guests DO NOT park in the roadways (designated fire lanes), on the grass, blocking other resident's garages or in front of the dumpsters. In the event of violations, the Police may be called, or cars will be ticketed by the Association and the Unit Owner reserving the clubhouse will be assessed a fine.

13. No persons under 18 years of age is permitted in the clubhouse without being accompanied by an adult resident.

14.

The function must be confined to the interior of the clubhouse. Reserving the clubhouse does not include the pool, pool area or other common areas. Grills are not permitted on pool deck or surrounding areas.

15. The Unit Owner reserving the clubhouse must remain in attendance at the function at all times and is personally responsible for damage and actions of their guests.

16. The clubhouse doors must be kept closed at all times to minimize noise. No music after 11:00 PM. No amplifiers at any time.

17. The Unit Owner reserving the clubhouse must ensure that guests do not create noise disturbances (congregating, cell phones, etc.) outside the clubhouse. Written complaints about these disturbances will be handled by the Property Manager.

WHISPERING HILLS CLUBHOUSE CLEAN UP RULES

1. Owners reserving the clubhouse will inspect the clubhouse prior to the reserved time, will make notation as to any irregularities, and will advise the Property Manager in writing of the same.

2. If you are using a caterer or having people come in to set up during working hours, please let the Property Manager know in advance.

3. Lounge room furniture, tables and lamps are not to be moved.

4. Drink coasters must be used on lounge room tabletops. These tabletops will be damaged by liquid, etc. Wipe up all stains and spills with a soft cloth or toweling. Do not wash, wipe or wet tables with water or other solutions. This will cause damage.

5. Chairs and tables in great hall must be carried and lifted across the floor. DO NOT DRAG ACROSS THE FLOOR. Place folded tables on carpet provided when finished.

6. The procedure for wiping up spills and stains, etc., on the great hall floor is as follows:

   Wipe up all stains with a soft cloth or toweling and sweep up loose soil. DO NOT WASH, WIPE OR WET THE FLOOR WITH WATER OR OTHER SOLUTIONS. THIS WILL CAUSE DAMAGE.

7. Please remember to appropriately separate garbage and recyclable items and place in proper containers outside.

8. Leave the clubhouse premises and adjacent outside areas as clean and orderly as when rented.

9. Report any damage immediately to Property Manager.

10. Empty dishwasher, clean sinks, bathroom fans off, bathroom lights off.

11. At the completion of the function, all doors must be securely closed and exterior doors locked.

12. The clubhouse must be cleaned no later than 10:00 AM of the following day. W.H.O.A. accepts no liability for anything left in the clubhouse.

13. All lights out.

CHARGES

(TO BE DEDUCTED FROM SECURITY DEPOSIT. THESE CHARGES ARE SUGGESTIVE OF THE AMOUNT THAT THE UNIT OWNER MAY BE CHARGED. ULTIMATELY, THE BOARD WILL DECIDE HOW MUCH THE OWNER WILL BE CHARGED.)

IN GREAT HALL & KITCHEN

$ 10.00	Sweep floor and wipe up sticky spots
$ 5.00	Clean and put away all dishes
$ 5.00	Clean refrigerator and remove food
$ 15.00	Clean stove, oven and microwave
$ 10.00	Empty all garbage cans

$ 10.00	Leave kitchen area neat and clean
$ 10.00	Store all chairs and tables neatly and safely
$ 100.00	Turn off stove burners and ovens

IN LOUNGE AREA

$ 10.00	Put all furniture back and vacuum if necessary
$ 5.00	Wipe off table and chairs

OTHER AREAS

$ 5.00	Leave bathrooms neat. Take out garbage
$ 10.00	Pick up all litter outside the clubhouse, cigarette butts, paper, etc. Take down balloons or streamers used to mark the way to the clubhouse if you put them up on light poles or stop signs
$ 5.00	Vacuum hall if necessary
$ 25.00	All doors must be closed and exterior doors locked upon leaving
$ 10.00	For each ticketed car parked on roadways or grass areas or behind other unit owner's garages
$ 50.00	Substantiated written complaint of noise disturbance outside of the clubhouse
$ 25.00	For not shutting off lights

C. COMPLAINT PROCEDURE – UNIT OWNER

Prior to filing a written complaint, please consider seeking a solution to the problem by speaking directly with the other Unit Owner. If this conversation does not resolve the situation, you can call the Police Department at 414-933-4444 if it is a serious matter and / or file a W.H.O.A. complaint.

The complaint is to be submitted to the property management company.

Association procedure for submitting a written complaint to the Property Manager

Complaint
A written complaint (either on the standard complaint form, or in an email to the Property Manager containing the same information as the form requires) regarding a violation will be acted on by the Property Manager and if needed, in consultation with at least one Board Member. The Property Manager, after investigating the complaint and if a violation is found, will call on the phone and / or will send a letter to the owner identified in the complaint, explaining the specific rule violation and request corrective action.

A signed complaint regarding a rule violation may be sent to the Rules Committee. This is an ad-hoc committee of two unit owners and one Board Member assembled by the Property Manager. The Rules Committee, after investigating the complaint and if a violation is found, will send a letter to the owner identified in the complaint, explaining the specific rule violation and request corrective action. If the signed rule complaint is of some importance or urgency as determined by the Property Manager, the Board of Directors may act on it.

D. ENFORCEMENT AND GRIEVANCE PROCEDURE

1. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

   a. A WRITTEN WARNING for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

   b. FIFTY DOLLARS ($50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the $50 fine to be assessed.

   c. ONE HUNDRED DOLLARS ($100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.

   d. Notwithstanding paragraphs (a-c) immediately above, FIVE HUNDRED DOLLARS ($500.00) shall be assessed for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

      1. The violation is in direct defiance of a previous mandate from the Board of Directors.

      2. The violation was malicious in its intent.

      3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.

      4. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(i.e. if alterations are made that cannot be restored to their original state.)*

2. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.

3. Attorney Fees

   a. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

   b. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's

mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners' fair housing complaints, neither State nor Federal.

4. Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

5. GRIEVANCE COMMITTEE RULES AND PROCEDURES:

   a. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

   b. The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.

   c. For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

   d. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

   e. Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

      1. A letter shall be sent by certified mail, return receipt requested, informing all parties:

         a. Of the time, place and date of a hearing before the Grievance Committee.

         b. Of the right to counsel.

         c. That evidence shall be received and a record made whether or not the party complained against attends.

      2. The hearing shall be divided into two (2) sections:

         a. The hearing.

         b. The determination and decision.

      3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing.

5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.

6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.

7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

f. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

1. The award was procured by corruption, fraud or undue means;

2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

3. The member of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause show, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

4. The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made

E. DAMAGE TO CONDOMINIUM PROPERTY – UNIT OWNER FINANCIAL LIABILITY

The purpose of rules is to provide greater ease of living together and to prevent damage to the condominium. Accordingly, when a breach of any of these rules results in damages to the condominium property, the Unit Owner assumes full financial responsibility for all damages incurred by the Unit Owner, their family or guests.

So that there can be no question of the amount of damages for which a person may be responsible and in order to prevent any dispute over the minimum amount of damages caused, a determination of liquidated damages has been made for the rules. This means that the violator of any rule may be liable for either action and / or liquidated damages, whichever is greater, so the Association can recover any financial outlay accrued in correct damages to the common area.

F. ESTATE SALES – GUIDELINES

The Board of Directors of Whispering Hills Owners Associations, Inc. recognizes that at times it is necessary for a Unit Owner or Unit Owner's family to hold an "estate" sale. An "estate" sale is defined as the sale of all furnishings and household goods of an owner who has vacated the premises due to death or owners permanent residence move to a nursing home.

The Board does not wish to encourage "estate" sales, nor does the Board want to ban them entirely, because in some circumstances an "estate" sale is the only alternative open to a Unit Owner's family. These open sales do pose problems for other residents of Whispering Hills, and the Board has adopted the following set of rules and guidelines to permit "estate" sales and to protect the safety and security of all Unit Owners and prevent property damage.

1. Rummage / moving / garage / tag sales are not allowed. These sales cannot be called "estate" sales.

2. All arrangements must be cleared through the Property Manager, one week prior to the sale date, including details regarding dates, times and company / person in charge of the estate sale, with phone numbers and addresses.

3. If a company holding a sale fails to comply with the all the guidelines, the company will not be allowed to hold a sale at Whispering Hills in the future.

4. If an estate sale is held without office approval, the Unit Owner / company will be asked to close the sale down immediately and a $50.00 fine may be levied against the owner.

5. A $250.00 deposit is required of the Unit Owner or Unit Owner's agent to cover damages that may occur to common property when moving items out of the unit.

6. Proof of homeowners insurance is required to cover liability that may arise from the sale.

7. The maximum length of the sale is limited to two (2) days, between the hours of 9:00 AM to 5:00PM.

8. Signs advertising the sale may only be posted during the hours and days of the same and only at the entrance driveways directing people to the sale. Banners cannot be strung from buildings, fences, railing, porches, etc.

9. All items for sale must be displayed within the owners unit. Items cannot be placed in common areas. Unit Owners in 5-plex / elevator buildings cannot display items in the hallways or basements.

10. All persons attending a sale in the elevator building or 5-plex buildings must be escorted into and out of the building by an employee of the company holding the sale or a member of the Unit Owner's family holding the sale. It is important that attendees be escorted out of the building to prevent those attending the sale from wandering the hallways.

11. Parking will be permitted in marked parking areas only. Persons cannot park on roadways within the complex (these are fire lanes), grass, next to dumpsters or behind garages.

12. Additional parking is available on 72nd Street.

13. Persons waiting to gain entry to a sale may congregate in the parking lot closest to the building having the sale, if such a lot is available, or on the sidewalk immediately in front of the unit having the sale. Otherwise, they must congregate on North 72nd Street (City Street). An employee or a member of the Unit Owner's family holding the sale must be stationed at these areas to make sure those attending the sale will wait until they are escorted to the building.

14. Disposal of items after the sale must follow W.H.O.A. recycling and bulk item guidelines.

G. EXTERIOR UNIT ARCHITECTURAL CHANGE / ALTERATION / MODIFICATION / REPLACEMENT

1. A Unit Owner shall in no case, paint, decorate or alter the appearance of any portion of the property outside the unit.

2. The preservation and enhancement of unit common areas and the general areas of Whispering Hills is the responsibility of the Association Unit Owners. The Board of Directors and the Property Manager have the responsibility and authority to evaluate and consider the appropriateness, desirability, cost and other related matters regarding modification, replacement, alteration and changes proposed, desired or deemed necessary by the Unit Owners.

   No structure, temporary or otherwise, shall be placed or maintained on any of the common areas without prior written permission of the Property Manager.

3. The Board of Directors has vested authority in the Property Manager to receive written requests from the Unit Owner contemplating exterior changes to their unit.

   - The Unit Owner must submit W.H.O.A. EXTERIOR CHANGE / ALTERATION / MODIFICATION / REPLACEMENT REQUEST FORM. Form available at W.H.O.A. office. (Form found in Section O)
   - The Property Manager and a member of the Board of Directors, if necessary, will visually view the change requested
   - The decision to grant permission or deny the request will be sent in writing to the Unit Owner
   - The Unit Owner may not proceed without WRITTEN PERMISSION from the Property Manager
   - If the Unit Owner proceeds without this written permission, the Unit Owner may be requested to remove the items(s) at their expense
   - The Unit Owner is responsible for all costs of damage to the common areas incurred by changes. When in doubt, always consult the Property Manager for specific directions and requirements

4. Common Area Changes / Alterations / Modifications / Replacements

   Submit written requests on the appropriate form to the Board of Directors, or submit an online request to the Property Manager for written approval prior to proceeding with any changes. Form available at W.H.O.A. office. (Form copy found in Section O).

Written requests from the Unit Owner for changes / alterations / modification / replacements are required for, but not limited to:

Air Conditioner Units & Exterior Wiring
Additional exposed exterior wiring requires an appropriate permanent covert to be designated by the Property Manager and paid for by the Unit Owner.

Exterior Lights – Unit Front / Rear Entry Doors
Current style must be maintained. Motion detector sensitivity, intensity and direction may not disturb neighbors.

Exterior Garden and Landscape Projects

a. Removal, replacement and addition of trees, bushes is not permitted without approval from Property Manager

b. Flower planting and other minimal garden projects are limited to the small-defined common area adjacent to the owner's unit. This common area cannot be changed / enlarged without the Property Manager's approval

c. Landscape / gardening in other common areas NOT adjacent to the owner's unit requires approval of the Property Manager for location and maintenance considerations

d. Each unit garden area is defined by different factors – placement of air conditioners, cable pedestals, bushes, patios, sidewalks, roadways, etc. Therefore, the size of the area should be of reasonably small dimensions and proportions that fit the esthetics of the area

e. For addition and placement of decorative block, stone, railroad ties and trellises, the Property Manager's permission is required

f. Landscape / gardening in other areas of the complex common area requires approval of the Property Manager for location, maintenance and cost considerations

g. Since many transmission lines are laid throughout the complex and must not be disrupted, the Property Manager will determine if the area needs to be marked prior to a project being started

h. Unit Owners are responsible for the cost and maintenance of garden areas

i. If a garden area is not maintained by the Unit Owner, the Property Manager will require the Unit Owner to reduce / eliminate the area size

Written requests from the Unit Owner for changes / alterations / modification / replacements are required for, but not limited to:

Garage Doors – Townhouses (old & new) and 5-Plex's

a. Solid, no windows

b. Unit Owner is responsible for replacement, repair and painting. The color will be designated by the Property Manager

c. A request must be submitted.

d. Exterior Change request will be processed within 45 days of submission. Wait for a written determination of your request prior to making any changes. Failure to obtain approval of modifications may require reversal of the modification at the owner's expense and may include a fine

e. Must submit a manufacturer's picture of the replacement door with handle hardware with the modification request form

f. Replacement garage doors may be of wood or metal exterior

g. Garage doors must have four horizontal flat / flush panels without decorative embellishment or surface elevations. A slight wood grain finish on metal doors may be approved, if a sample texture chip is submitted for review with the modification request form

h. All doors must be paintable with latex paint

i. Doors must be painted to match the existing W.H.O.A. color scheme within 7 days of installation. A pre-painted door may be used if a color ship of the planned color is submitted with the request form and pre-approved by the Property Manager. Only colors closely matching the existing coloration will be considered. Manufacturer's colors will vary. If a pre-colored door is approved, it will be painted, along with the exterior of your unit, by W.H.O.A. at the time of normal scheduled building painting to maintain color uniformity

j. New garage doors may have a lockable exterior handle in the middle of the second panel from the ground and may have an exterior manual lift grip near the center base of the door

k. All garages must have a manual lift grip near the center base of the doors either on the exterior or interior

l. All garages must have a functional garage door at all times

m. Garage door installation may not interfere with neighbors' ability to access their garage or unit

n. Elevator building garage door is the responsibility of the Association

Written requests from the Unit Owner for changes / alterations / modification / replacements are required for, but not limited to:

Gas Lines

An owner wishing to install gas service to his/her unit must first obtain written approval from the Board and follow all contractor requirements set forth in Section P below.

Patio – Overlays, Replacement, Enlargement

a. Unit Owner is responsible for patio replacement and maintenance. The Association is responsible for the area associated with clubhouse / pool

b. Placement, height, width, length depth and paint color determined by Property Manger

c. All landscape repairs are the responsibility of the Unit Owner

Patio Fences (wooden)

a. Patio fences are allowed at townhouses (new and old). Form available at W.H.O.A. office. (Form copy found in section 0)

b. Patio fences not allowed at elevator building and 5-plex's first floor patios

c. Defined as a permanently affixed structure, abutting the unit patio, made of wood or comparable material that conforms to current fence pattern / style and is paintable. Fence material other than described is not permitted

d. Placement, height, width, length depth and paint color determined by Property Manger

e. Unit Owner responsible for replacement, maintenance and painting

Satellite Dishes

a. FCC permits dishes

b. Property Manager in consultation with Satellite Company will determine area of placement on condominium property

c. A dish placed on common property must be removed when unit is sold

Unit Entry Doors

New and Old Townhouse

a. Entry door sizes cannot be reduced or enlarged

b. Exterior entry doors for owners in new townhouses and old townhouses must be:

- Solid, no windows for front door – new & old townhouses

- Old townhouse rear door can have windows
- Painted off white / beige
- Unit Owner is responsible for replacement, maintenance and painting

Written requests from the Unit Owner for changes / alterations / modification / replacements are required for, but not limited to:

Elevator Building and 5-plex's:

- Entry door size cannot be reduced or enlarged
- Solid, no windows
- Painted according to the color designated by the Property Manager (Coordinates with the color scheme in the hallway)
- Unit Owner responsible for replacement, maintenance and painting

Unit Storm / Screen Doors

- Door sizes cannot be reduced or enlarged
- Storm/Screen Doors must comply with Association's specifications and the model must be approved by the Board
- Color must be sandstone, bronze, or brown
- Style – proportions of glass/ metal inserts in the door and hardware determined by Unit Owner
- Security door grille shields are not permitted
- Factory strengthened composite protective security glass is permitted
- Unit Owner is responsible for replacement and maintenance

Unit Windows, Patio Windows, Window Storms / Screen / Glass

- Window sizes cannot be reduced or enlarged
- Exterior color must be dark brown
- Security grille shields are not permitted
- Exterior cranking casement windows and storms / screens / are not permitted
- In the new and old townhouses and the 5-plex's, only slide- by windows, patio windows and screens are permitted
- In the elevator building the windows and storms / screens must be slide–by and double hung (up/down) where currently designed / designated
- Unit Owner responsible for replacement and maintenance

Venting – Unit / Garage Interior thru Exterior Unit Wall

Townhouse units have one original exterior dryer vent placement. Property Manger approval is required for additional venting of a unit or garage interior thru exterior unit wall.

5. Attachments or installations not permitted on exterior common areas (grounds and buildings)

- Antennas for television or aerials for radios may not be allowed on any common structure
- Awnings or enclosures may not be installed on patios or balconies
- Clotheslines, rugs or clothes, etc. shall not be placed or hung from patios / balconies / windows or in any common areas outside the units
- Railings: Flower posts, etc. not allowed on stairway / sidewalk railings
- Flowerpots/boxes not permitted on the outside of balcony railings in elevator building and 5-plex's
- Window boxes, trellises and plaques may not be installed on buildings. Outside decorations may not be attached to rain gutters

H. FEES – MONTHLY MAINTENANCE, ASSESSMENTS, LEGAL

1. The monthly maintenance fee is due on the first of each month.

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

a. Assessments not paid on or before ten (10) days when due shall bear interest at a rate of ten percent (10%) per annum from due date plus a late fee of $50.00 per month if not paid by the last day of the month. If the 10th day falls on a weekend or holiday, all payments are due on the previous business day.

b. When a unit owner is delinquent for two months, the account shall be referred to an attorney for collections. Collection methods include, but are not limited to, filing a lien on the condominium unit and foreclosure. The unit owner will be liable for all costs of collections, including attorney fees.

2. If, at any time, a unit owner makes a partial payment of the total amount due the association, the payment shall be applied to arrears in the following order:

a. Collection costs, including attorney's fees;

b. Interest and late fees;

c. Special assessments;

d. Maintenance fees, oldest to newest.

3. In the event that a unit owner fails to pay the monthly maintenance fees and the amount remains outstanding for more than 30 days, the Association may require the maintenance fees due to Whispering Hills for the remainder of WHOA's fiscal year (begins October 1) or the remainder of the calendar year, whichever is greater, shall become due immediately and payable on demand without further notice.

4. If a check received from a unit owner is returned by the bank (or similar entity) for insufficient funds in the unit owner's account, the unit owner will be charged $35.00 per occurrence, or the actual cost to the Association, whichever is higher.

5. Special assessments may be assessed as deemed appropriate by the Board of Directors. Special assessments are due on the date designated by the Board of Directors.

6. In the event there is need for fee collection actions, the actual costs incurred by the Association, the Association's attorney and other legal fees will become the responsibility of the Unit Owner who caused the action.

I. PARKING RULES AND GUIDELINES

1. W.H.O.A. Unit Owner Vehicle Information Form is available at W.H.O.A. office. (Form copy found in Section O).

   This form must be completed by each Unit Owner and filed with the office identifying all vehicles they park in the complex. This information will assist the office in contacting owners when it is necessary that a vehicle be moved. The information will be used only for this purpose only. When information changes, i.e. new license plate number, additional vehicle, please submit this information to the office as soon as possible.

2. Unit Owner use of their garage parking space: Unit Owners should use their indoor garage parking space first, before parking a vehicle in the common parking areas, where only limited spaces are available.

3. Unit Owner shall be responsible for all damage to Association property inflicted by their vehicle or their guest's vehicles.

4. If your vehicle is tampered with, whether or not the doors were locked, you should call the Milwaukee Police Department at 414-933-4444 and report it. If you do not, they will not be aware that activity is going on in the area.

5. Types of vehicles permitted to be parked on condominium property are listed below. All vehicles shall be operable and must display a current and valid license plate / sticker.

   - Automobile
   - Motorcycle / Moped
   - Vans, SUV's with regular automobile plates
   - Light trucks / pickups (Weight up to 6000 lbs.) with A or B plate designation, used as a private passenger carrier

6. Types of vehicles / storage units not permitted to be stored, parked or placed on condominium common property:

   - Junked vehicles, inoperative vehicles
   - Vehicles placed on blocks / jacks, vehicles leaking fluid
   - Conversion vans / trucks used for commercial purpose
   - Trailers, house / boat
   - Campers, RV plated motor homes / trucks
   - Boats
   - Snowmobiles
   - Land vehicles, ATV's etc.
   - Buses – School or other types
   - Semi-trailer cabs
   - Storage Units – of all types

7. Unit Owner and guest vehicle parking permitted in following areas:

   - Behind new townhouse garages, no more than a single vehicle
   - Designated common area parking spaces

8. Vehicle parking NOT permitted in the following areas.

- ROADWAYS ARE FIRELANES – MUST BE KEPT CLEAR AT ALL TIMES
- Obstruction of sidewalks, stairways
- Lawns
- Alongside or in front of dumpster / recycle carts
- In front of air conditioner units at new townhouse (damage problems must be resolved between unit owners)
- Behind old townhouse garages
- Behind 5-plex garages
- At regulation signs in front of the clubhouse
- West lot line – 8735 N. 72nd St. NW corner and 8745 N. 72nd a. SW corner (winter snow season)
- More than a single vehicle behind new townhouse garages

9. Rule for moving vehicles parked in common areas during non-snow storm season. During the non-snow storm season, all vehicles parked in designated common area parking spaces must be moved every seven (7) days. Permission must be obtained from the office for a longer period. A designated surface parking space will be assigned if available.

10. Rule for moving vehicles parked in common area and behind new townhouse garages during snowfall – storm season. Snow plowing and ice removal are of the highest priority to insure the safety of everyone. This must be completed in a timely manner. If vehicles are not moved, ice and snow build up and parking spaces and roadways become dangerous or unusable. Please be courteous toward your neighbor.

- During snowfalls / storms, cars parked in designated common area parking spaces and behind new townhouse garages must be moved promptly and quickly so snow and ice removal can occur

- Snowplows and salt trucks are often here during the night or early morning to open up the main roads so residents can get out of the complex. They return soon after to start plowing and salting the garage areas and the common area parking spaces

- Be advised that the snow removal contractor cannot be held responsible for air conditioner units that are damaged unless a snowplow is observed actually hitting the unit. (Without a witness, we have no case to take to them)

11. Information – City of Milwaukee Street Parking. City of Milwaukee overnight winter street parking regulations are in effect December 1st to March 1st. For permission to park on the street, call 414-326-8300, or visit www.parking.MPW.net or www.milwaukee.gov.

12. Warning, Ticketing and fining Procedure for Parking Violations

a. The office will issue all parking warnings, tickets and fines for parking violations

b. When the vehicle belongs to a guest, the Unit Owner is responsible for the fine

c. The Unit Owner may appeal parking fines by writing a request to the Board of Directors for a hearing to appeal. The Board must receive this request within 10 days of notice of fine

d. Repeat violations will be reviewed using a 365-day period from the time of the first fine when dealing with subsequent complaints on the same vehicle

Violation Fine Sequence - Daily

First Violation
The office will issue a warning ticket that will be placed on the vehicle

Second and Subsequent Violations – the Association will follow its Enforcement Procedure in Section D. above. If a car is parked in violation for continuing days, each day will be considered a new violation subject to fine. The office will issue a ticket that will be placed on the vehicle

e. The Association also has the option of having the violating vehicle at the owner's expense.

In the event the Association commences a legal action to recover the fines and damages assessed, or to enforce the Rules contained in the Declaration of Condominium of By-Laws, it shall be the intent of the Association to recover its fines, damages, actual attorney fees and legal costs from the Unit Owner.

If the attorney gets involved in the enforcement of the rules at any stage, attorney fees can be charged to the Unit Owner.

J. ANIMAL RULES

While the Association encourages Unit Owners to enjoy their animal, we must insure that the animal owner does not do so at the expense and inconvenience of other Unit Owners. Unit Owners must adhere to the following rules. A guest's animal is also subject to the rules.

1. W.H.O.A. Declaration – Article VII(3)

   A single animal, either a domestic dog / cat / caged bird is permitted only in units where the Condominium Declaration so states. Unit Owners can review the list of addresses in this handbook where an animal is permitted.

2. No domestic animal dog, cat or caged bird can be kept, bred or maintained for commercial purposes.

3. Animal shall not be allowed at large and remain under complete control of a person when outside the unit of their owner. Animal must be leashed at a length not to exceed 6 feet.

4. Animal may be staked outside only when the owner is physically present to oversee the animal's behavior. The length of the staked chain may be no longer than 6 feet. The placement of the stake / chain shall not allow the animal to deny, endanger or interfere with full use of the common area by others.

5. Stakes / chains must be removed when not in use. If these items remain on patios or grassy areas, they endanger persons using snow and grass machinery.

6. Animal must be kept away from all shrubbery and trees. Animal owners are responsible for damage to trees, shrubbery and lawns.

7. Animal shall be walked in open areas. Do not allow animal to approach other owner's unit areas or person without permission to do so.

8. Unit Owners who do not control a threatening animal shall be asked to get rid of the animal or provide a plan as to how they will control the animal. A Unit Owner is liable for an animal that injures another person or animal.

9. Animal owners are responsible for the immediate cleanup of their animals waste on the grounds in common areas, public areas, including patios and / or balconies. (City of Milwaukee Code Ordinance 78.19.3)

10. Animal waste must be bagged in a closed container and immediately disposed of in the dumpster. No animal waste containers can be kept on patios, balconies or common areas.

11. Animal owners must keep their animals' noise to an absolute minimum. Dogs that bark frequently are considered a nuisance. (City of Milwaukee Code Ordinance 78.29).

12. During the winter months, do not allow animals to urinate / defecate on sidewalks and patios. Snow removal personnel are affected by the blow back of this unsanitary matter when plowing / shoveling.

K. RECYCLING CARTS / DUMPSTERS – W.H.O.A. RECYCLING – REMOVAL OF BULK ITEMS – LARGE REFUSE DISPOSAL LOCATIONS – HAZARDOUS HOUSEHOLD WASTE DISPOSAL – MEDICATION DISPOSAL

1. Recycling Carts



Recycling carts have two separate designations. Please separate items appropriately. The designations are printed on the top of the carts.

- For plastic, aluminum, steel and glass. (NO PLASTIC BAGS)
- For paper and corrugated cardboard (NO PLASTIC BAGS)

Materials that cannot be recycled into the carts must be placed in the dumpster.

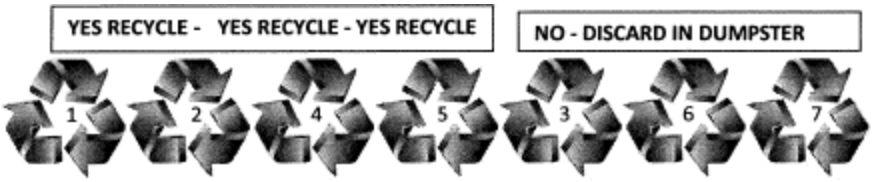
If there is "contamination" such as plastic bags, caps, lids, aluminum foil, pie type tins, or yard / garden waste, etc. in the recycling cart, the City cannot process any of the recyclable materials in the entire cart. It must be thrown away in the landfill.

PLEASE DO NOT PLACE THE FOLLOWING IN YOUR RECYCLING CARTS.

- Food, garbage, plastic bags, container caps and lids, Styrofoam, light bulbs
- Plastic and microwave wrap, gift-wrap, wrapping paper
- Aluminum foil and pie tins
- Ceramic or china items, window glass, flower pots
- Toys, cat litter boxes
- Empty motor oil and anti-freeze containers
- Metal or glass other than food containers, cooking pots
- Latex paint containers (open container & dry out and then put in dumpster)
- Diapers
- Syringes or medical waste
- Wire or plastic hangers
- DO NOT PUT NEWSPAPERS IN CART IN A PLASTIC BAG
- Paper cartons with plastic coating such as juice containers
- Kleenex boxes with plastic on top
- Frozen food and microwave boxes, take out container boxes
- Paper plates, towels, napkins



PLASTIC CODING



The  symbol, known as the "chasing arrows," is the universal sign for recycling. It can be found on the bottom or side of most containers. All plastic symbols have a code number written inside which tells the type of plastic. Most milk, soda, household cleaner, toiletry and many food container plastics are 1, 2, 4 and 5 and must be recycled. If there is no coding or there is a 3, 6, or 7 coding, please discard the plastic in the dumpster.

City of Milwaukee Citations, Fines and Penalties

If the owners at Whispering Hills violate the City of Milwaukee mandatory recycling Ordinances, the Association is subject to citations, fines and penalties. If fines occur, and the offender(s) can be identified, they will be assessed the fine. If not, the cost will be assessed proportionately to each of the 207 Unit Owners.

2. W.H.O.A. Recycling

- Always let the Property Manger know if there is a problem
- Break down boxes before placing in recycling carts and dumpsters
- Do not place overflow items next to recycling carts and dumpsters This interferes with dumpster pick up, looks unsightly and may draw animals / rodents
- It is prohibited to throw garbage or trash outside the disposal receptacles
- When recycling carts are full, place your items in dumpster. Carts are emptied approximately once a month
- When dumpster is full, use another dumpster
- Everything must fit in the dumpster with the lid closed. Protruding objects prevent the driver from emptying the unit
- Dumpsters are emptied once a week
- Place animal waste in a closed bag, then place in dumpster
- Cart and dumpster scavenging is not permitted by Unit Owners or outsiders
- Small amounts of bagged garden materials can be placed in the dumpster. DO NOT place next to dumpster

3. Removal of Bulk Items from Whispering Hills

The City of Milwaukee no longer collects appliances (stoves, refrigerators, wash dryers, air conditioners, hot water heaters, etc.)

Unit Owners are responsible for the removal / disposal of bulk items from the property. Bulk items cannot be placed next to dumpsters, recycling carts or placed on other common property.

Unit Owners options to dispose of bulk items

The Unit Owner is responsible for proper storage of all bulk items/ debris until arrangement can be made for their removal / disposal from the property. Property storage means keeping these items in your residence, garage or owners locker storage unit until removed from the property. The items cannot be placed on common property at any time.

When items are delivered or home projects create debris, have the delivery / project installer completely remove the old items / debris from the property. Dumpsters are for garbage disposal – not construction material disposal or carpet disposal.

Call the City of Milwaukee. Effective 1/7/13, they will pick up bulk items not to exceed 4 cubic yards, at a cost of $50.00. You must give them your address / apartment number. You must be at home at the time of pick up. The office cannot assist you. Do not place items on common property at any time.
Call 414-286-2489 or visit Milwaukee.gov/mpw

4. Large Refuse & Bulk Item Disposal Locations

Disposal of old appliance, tires, construction and demolition City Appliance pickup discontinued.

As of December 20, 2004, old appliances such as refrigerators, stoves and air conditioners are no longer collected by city crews. Appliances and scrap metal are recycled. Freon is recovered from appliance such as refrigerators and air conditioners before disposal. Appliances will be accepted at city Self-Help Centers.

Disposal of Old Tires

Residents of Milwaukee and city property owners may take up to five tires to the Self Help Centers for recycling.

Disposal of Construction and Demolition Materials

The disposal of construction and demolition materials at Self-Help Centers is limited to two cubic yards per trip. Disposal of quantities equal to or less than two cubic yards is free of charge to residents who bring the debris to a Self-Help Center. Two cubic yards equals 3' x 3' x 6' or the amount of material that fits in the back of a typical pickup truck. Construction and demolition debris includes concrete, dirt, drywall, wood waste and roofing material.

Disposal of Electronics

Effective 9/1/10 many consumer electronics are banned from Wisconsin landfills. City crews will NOT pick up and no one may deposit in the trash any of the banned items.

Milwaukee city residents may recycle the following items free of charge at the Self-Help Centers: TVs, computers (desktop, laptop, netbooks, tablets), desktop printers, computer accessories, DVD players, VCRs, DVRs, computer monitors, mice and keyboards, fax machines, cell phones.

Self – Help Center

City of Milwaukee residents have two convenient locations where they can dispose of garbage, yard waste, used motor oil, up to five tires, brush, furniture, electronics, and appliances and recyclable material. When you arrive at a self-help center, you will be asked to provide a City of Milwaukee residency or property ownership. You will then base directed to unload the vehicle.

The centers are located at:
6660 N. Industrial Road
3879 W. Lincoln Avenue

Winter hours of operation	Summer hours of operation
Monday–Saturday 7AM-3PM	Monday–Friday 7AM-7PM
Closed Sunday	Saturday 7AM-3PM
Closed on City Holidays	Sunday 10AM-2PM
	Closed on City Holidays

Items accepted at both locations:

- Brush
- Grass clippings
- Leaves & garden debris
- Appliances
- Old furniture
- Up to five passenger vehicle tires
- Garbage
- Up to 2 yards of construction debris (lumber, plywood, concrete)
- Waste motor oil
- Used antifreeze
- Computers (up to 10 components)
- Batteries
- Corrugated cardboard
- Recyclables (cans, paper, plastics, phone books, magazines, paperbacks)

5. Medication Disposal

Old and unused prescriptions and over the counter medications cannot be flushed down the toilet or poured down sink drains. These items are having an environmental impact on everyone's life.

Watch your newspaper for dates and locations of Medicine Collection Days for Milwaukee County residents.

Any discontinued medications can be disposed of at any of the following: Brown Deer Police Department, any drug store (i.e. CVS, Walgreens), and Milwaukee Police Department, District 5.

6. Do not dump pollutants down storm sewer drains at any time. (e.g. car oil, chemicals, cleaning solutions, dog waste or cigarette butts)

7. HOUSEHOLD HAZARDOUS WASTE DISPOSAL

Many products in your home, garage and yard contain hazardous materials. Improper disposal of these products can cause fires, injuries to people and animals and ground water contamination.

Keep your home safe by disposing of hazardous products properly.

Please do not put hazardous waste in the garbage or recycling container. Take products like pesticides, paint, solvents and other potentially harmful chemicals to these sites arranged by the Milwaukee Metropolitan Sewerage District:

Northside:
Waste Management / AETS Disposal Facility
W124 N9451 Boundary Rd
Menomonee Falls
(124th Street becomes Boundary road. Facility is located in north 9400 block)

Open Days and Hours:
Monday 11AM–6PM
Wednesday 11AM–6PM
Saturday 9AM–2PM

What You Should Bring

GARAGE AND WORKSHOP	KITCHEN AND BATHROOM	HOME AND GARDEN
Acetone Artist's paints and media Antifreeze Auto body repair products Automobile oil Battery acid Brake fluid Car wax, solvent-based Contact cement Driveway sealer Fiberglass epoxy Fluorescent light bulbs Gasoline and other fuels Glue, solvent-base Glue, water-based Joint compound Kerosene Lighter fluid Nonautomotive oils Oil filters Paint, oil-based & latex* Paint thinner Paint stripper Parts cleaners Photographic chemicals Rust remover Shellac Stain Transmission fluid Turpentine Varnish Wood filler Wood Preservative	Aerosol cans, full Batteries, button Batteries, rechargeable Dry cleaning solvent Fertilizer (with pesticides) Fungicide Furniture polish Insect spray Light ballasts Metal polish, solvent-based Mothballs Pesticides Pool chemicals Rat poison Shoe polish Spot remover Stump remover Thermostats Weed killer	Cleaners, solvent-based Disinfectants Floor care products Hair remover Nail polish Nail polish remover Oven cleaner Thermometers

* Latex paint can be dried and placed in the trash

L. SELLING YOUR UNIT – WHAT TO DO WHEN YOU SELL

1. The Unit Owner is requested to notify the Property Manager of an impending sale.

2. The seller will need a copy of W.H.O.A. Declaration / By-Laws and Rules. If you need copies, the office can provide them for a $25.00 fee.

3. The seller's clubhouse / pool key is to be turned into the office. The key will be issued to the new owner. If the fob is not turned in, the $25.00 Capital Contribution will be withheld.

M. SITE SPECIFIC RULES – ELEVATOR BUILDINGS & 5-PLEX'S

1. City of Milwaukee Fire Code

   - Items shall not be placed / stored in the hallway / stairwell common areas, except a rug no larger than 2' x 2' in front of the Unit Owner's door
   - Items shall not be placed / stored outside the elevator building unit storage lockers or the 5-plex basement unit storage lockers
   - 5-Plex laundry room fire door must be closed at all times
   - No smoking in common hallways, stairwells, foyer, elevator building garage, elevator, or 5-plex basements

2. Bird Feeders & Bird Baths

   Are not permitted on patios or balconies of the elevator buildings or 5-plex's.

3. Common Door Locks

   If a lock / key has to be changed because keys have been inappropriately given out, the Unit Owner responsible will be charged for the full cost of the re-keying.

4. Common Interior Area Walls

   Nothing can be nailed, taped or placed on common interior walls. A violation will cause the identified party to pay the cost of restoration.

5. Grills

   The State of Wisconsin, City of Milwaukee code Ordinances and W.H.O.A.'s insurance carrier require Whispering Hills to implement the National Fire Association Code rules for USE OF GRILLS.

   Elevator Building and 5-Plex Balconies and Patios

   - Electric Grills are the only type of grill permitted on balconies and patios. Other types are prohibited
   - See additional Grill Rules Listed under "Condominium Rules – General"

6. Inter-Com System

   As a safety precaution, do not "buzz" persons unknown to you into the building. This could become a safety issue for others in the building.

7. Maintenance of the interior of storage lockers is the Unit Owner's responsibility.

8. Patio Fences are not allowed .

9. Patio and balconies must be cleared of ice and snow by Unit Owners within 24 hours.

10. Railings – no flower pots / boxes permitted on the outside of balcony railings.

11. Parking – Common Areas

There are limited surface area parking spaces in the area. Unit Owners are strongly encouraged to park their vehicles in their garage. When parking additional vehicles on the surface areas, be considerate of your neighbors so as to not occupy all the spaces directly in front of your unit.

12. Please notify the Property Manager immediately of spills / damage, etc. to carpets, wallpaper and other common areas, so the area can be properly cleaned, restored or repaired.

Specific Rules for Elevator Building Only

Elevator Building – Garage Spaces

Garage spaces cannot be rented to non-residents of the elevator building.

Please notify the Property Manger immediately if the garage door does not operate properly.

If you have damaged the garage door by striking it, notify the Property manager immediately.

N. SWIMMING POOL AND RELATED AREAS

The pool is for the exclusive use of the homeowners/residents and a limited number of guests.

The following rules and procedures apply to the pool, pool deck and entire enclosed gated locked pool areas

SEASON: MEMORIAL DAY – LABOR DAY

The Board of Directors, weather and finances permitting, may alter the season.

HOURS: 10:00 AM – 10:00 PM

The pool will be open from 8:00 AM to 10:00 AM for aerobics.

No swimming before or after posted pool hours.

SWIM AT YOUR OWN RISK – NO LIFE GUARD ON DUTY

- It is strongly suggested that persons not swim in the pool if alone in the pool area
- A telephone to call 911 (no charge) and an emergency first aid kit are located on the north wall clubhouse

POOL CAPACITY – 64 PERSONS (As per City of Milwaukee Pool License)

USE OF POOL AREA BY RESIDENTS AND GUESTS

- Guests are limited to four per household and MUST be accompanied by an owner/resident at all times.
- For safety purposes, an adult owner/resident must accompany all children under age 18.
- Use of the pool is a privilege that is limited to Homeowners who are current with their monthly dues
- Any special circumstance that prevents an owner/resident from accompanying guests needs to be brought to the attention of the Board of Directors or the Property Manager.
- Do not prop open pool gates or clubhouse doors

POOL RULES

- Proper swim attire is required in the pool. Infants must wear swimsuits and specially designed swim diapers
- Water safety equipment is permissible: water safety jacket, swim vest, arm cuffs, etc.
- Wet swimwear is not allowed in the clubhouse, except bathroom areas. Use separate outside entrances to enter the bathrooms.
- No urination or defecation in the pool. The City of Milwaukee Health Department can close the pool down for this infraction.

- Persons with an illness or open wound, which might jeopardize the health of others, should not use the pool.

- Do not remove pool drain doors / grates as this causes the pool to malfunction, resulting in costly repairs.

- Owners/residents and their guests are required to clean up their trash. Waste containers are provided in the area near the back door of the clubhouse.

The following are strictly PROHIBITED in the pool area:

1. Glass or other breakable items
2. Animals or pets
3. Running, diving, jumping into the pool and other disruptive behavior such as wrestling, dunking, throwing people into the pool
4. Rafts, large flotation devices, athletic equipment
5. Small objects such as coins, small toys which may get caught in the filter
6. Electrical devices (non-battery powered)
7. Motorized toys and boats
8. Excessive noise, splashing or radios without headphones
9. Use of tobacco or alcohol
10. Private pool parties / use of pool by guests attending functions in clubhouse
11. Grills

Persons ignoring these rules take full responsibility for injury or damage.

Those not following the rules may be asked to leave the area. Continued violations of the rules may result in the resident and guest's pool privileges being revoked for the season, in addition to being fined as set forth in Section D above.

Residents are responsible for their guest's behavior and will be cited for any of their guest's rule violation.

We need everyone to help enforce the rules. The pool is a privilege for all of us. Have fun and be considerate of others!

O. UNOCCUPIED UNITS

If your unit will be unoccupied and no one will be living there because you are selling your unit and moved away, going on vacation, entered a nursing home / rehabilitation / hospital setting, etc., you must notify the W.H.O.A. office and provide the following:

1. A phone number where you can be reached.

2. The name, phone number and address of a person in the city who is available to act in your absence.

3. Provide an alternate contact to the office so you may be reached in the event of an emergency

4. Make sure your interior unit insurance is valid and premiums are up to date.

5. Prepare your unit in the following manner:

   - Water faucets, toilets, hot water heater and wash machine appropriately turned off to prevent leakage / running
   - Townhouses, basement and outside water faucets to be shut off in winter
   - Heat set in unit at temperature to prevent water pipes and system from freezing. Keep heat in basement turned on. Leave under sink doors and room doors open so heat can circulate
   - Porch / patio appropriately cleared off for snow removal
   - Mail and paper stopped, held or picked up daily by neighbor
   - Make sure all windows and storms are closed

P. RULES RELATI NG TO CONTRACTORS

1. Unit Owners shall furnish any contractor performing work on the condominium premises on the Unit Owners behalf with a copy of the Rules and Regulations, along with the name, address and phone number of the property manager.

2. Units Owners shall be responsible for any violations of the Rules and Regulations by any contractor performing work on the premises on their behalf.

3. Work shall be completed so as not to adversely affect other Unit Owners and according to the rules and regulations of the Association.

4. Demolition and exterior maintenance/construction work may only be done during normal business hours (M-F 8:00 am – 5:00 pm; Sat. 9:00 am – 3:00 pm). Any core, hammer drilling or high noise operation is only allowed between 8:30 am – 5:00 pm M-F. Work during any other hours must be pre-approved in writing by the Property Manager. Dumpsters need to be preapproved and installed on driveways or parking areas.

5. Conduct:

   a. Professional conduct is required at all time while on the premises.

   b. Loud playing of music, offensive language or obscenities in any unit or common area is prohibited.

   c. No smoking policy. Smoking is not allowed in any public or common element.

   d. Lunch shall not be taken in the common element. Lunch and breaks must be taken within the unit or off-site.

   e. Liability. Unit owners having work done will be held responsible for any and all damage, insurance deductible or any extra charge for the cleaning, removal of debris to the common areas and/or adjoining units as a result of contractors or carriers work or negligence. Unit owners having work done will be charged for removal of materials or for cleaning of the common areas due to construction to their Unit.

   f. All contractors must provide proof of insurance, including worker's compensation insurance to the Property Manager, unless a waiver of such insurance is applicable.

Q. FORMS

W.H.O.A CLUBHOUSE RESERVATION CONTRACT

I AGREE:

1. TO ABIDE BY ALL CLUBHOUSE RULES.
2. To pay a security deposit of $250.00 to reserve the clubhouse (which will be cashed).
3. Not to use clubhouse for any commercial or profit oriented activity.
4. To leave the clubhouse premises and adjacent outside areas as clean and orderly as when rented.
5. To pay for any theft, damage or cleaning services that might be necessary. Such payment may be deducted from the security deposit or additional assessments may be made.
6. Not to tape or nail decorations to walls, light fixtures, woodwork or furniture.
7. The clubhouse must be cleaned no later than 10:00 AM of the following day. W.H.O.A. accepts no liability for anything left in the clubhouse.
8. To keep all doors closed to minimize noise.
9. In the event of complaints of noise or unruly parties the renter of the clubhouse must answer to the Property Manager.
10. To ensure that guest do not create noise disturbances (congregating, cell phones, etc.) outside the clubhouse.
11. No music after 11:00 PM. NO AMPLIFIERS. All parties must end by 12 midnight. Music or noise from the clubhouse should not be heard inside any unit.
12. The function will be confined to the interior of the clubhouse. Rental of the clubhouse does not include the pool, pool area or other common areas. Grills are not permitted on pool deck or surrounding areas.
13. To see that guests DO NOT park in the roadways (DESIGNATED FIRELANES), on the grass, blocking other resident's garages or in front of the dumpsters. In the event of parking violations, the Police may be called, or cars will be ticketed by the Association and the renter of the clubhouse will have to answer to the Property Manager. Additional public parking is available on 72 Street.
14. W.H.O.A. is not responsible for alcohol consumption by guests. Such consumption is the responsibility of the Unit Owner reserving the clubhouse. Minors are not allowed to consume alcoholic beverages in or around the clubhouse. The Unit Owner reserving the clubhouse is responsible for enforcing this rule.
15. As the Unit Owner reserving the clubhouse, I will remain in attendance at all times.
16. As the Unit Owner reserving the clubhouse, I will close and lock all exterior doors upon completion of the function.
17. To indemnify and hold harmless the Condominium, the Unit Owners' Association, each Unit Owner, the Board of Directors and Managing Agent from any loss, claim, or liability of any kind arising out of use of the club-house and the clubhouse reservation. This includes, but is not limited to, any claim of property damage or personal injury.

Signature _____ Paid Reservation Fee $_____

Date of Party _____ Paid Security Deposit $_____

Number of Guests _____ Date _____

(Maximum 40 Guests)

W.H.O.A. CLUBHOUSE CLEAN UP CHECKLIST

PARTY DATE:_____

This form must be filled out and left in the mail slot on the office door after your party.

CHARGES – DEDUCTED FROM SECURITY DEPOSIT

GREAT HALL AND KITCHEN AREA

☐	$ 10.00	Sweep floor and wipe up sticky spots
☐	$ 5.00	Clean and put away all dishes
☐	$ 5.00	Clean refrigerator and remove food
☐	$ 15.00	Clean stove, oven and microwave
☐	$ 10.00	Empty all garbage cans
☐	$ 10.00	Leave kitchen area neat and clean
☐	$ 10.00	Store all chairs and tables neatly and safely
☐	$100.00	Turn off stove burners and ovens
☐	$200.00	Vacuum replacement if missing

LOUNGE AREA

☐	$ 10.00	Put all furniture back and vacuum if necessary
☐	$ 5.00	Wipe off tables and chairs

OTHER AREAS

☐	$ 5.00	Leave bathrooms neat. Take out garbage
☐	$ 10.00	Pick up all outside the clubhouse • cigarette butts • paper, litter etc. • Take down balloons or streamers used to mark the way to the clubhouse if you put them up on light poles or stop signs.
☐	$ 25.00	Make sure all lights are off
☐	$ 5.00	Vacuum hall if necessary
☐	$ 25.00	All doors must be closed and / or locked upon leaving

Signed:_____ Address:_____

Date:_____

WHISPERING HILLS OWNERS ASSOCIATION STANDARD COMPLAINT FORM

This is to inform the Property Manager that I am filing a complaint pursuant to the Rules of Whispering Hills Owners Association, Inc.

Date:_____

Your Name:_____

Address:_____

Phone Number:_____

Unit Owner against whom complaint is filed:

Name:_____

Address:_____

State Complaint or Violation: (For a vehicle note license #, description and address where parked) Continue on Reverse side if necessary.

Did you discuss this situation with the other unit owner? ☐ Yes ☐ No

State pages of Rules and Procedures Hand Book, and Rule Number:

Signature:_____

OFFICE USE: Received in Office:_____

Received by Rules Committee:_____

Action Date, Rules Committee:_____

Appeal Date, Board of Directors:_____

Final Decision Date:_____

Complaint #_____

W.H.O.A. EXTERIOR CHANGE / ALTERATION / MODIFICATION /
REPLACEMENT REQUEST FORM

Describe thoroughly all change(s), etc. requested:
(Appropriate drawing, specification, dimension measurements). Use back of form for diagram if necessary.

Material to be used – Describe.

For patio overlay replacement, enlargement, answer the following questions:

- Current dimensions of patio
- Will the current patio be removed completely or partially?
- Will the new patio be even with the sidewalk / lawn?
- Will the new patio be laid under the outside water faucet?
- Are you removing existing plantings, fences, etc.? If so, please describe.
- Describe other landscaping changes.
- How will the area be esthetically finished off?

Unit Owner Signature	Date
Address	E-Mail

FOR OFFICE USE:

Approval letter sent _____
Date

Denial letter sent _____
Date

The request requires markings for transmission lines before proceeding: ☐ Yes ☐ No

COMPLETED FORM CAN BE E-MAILED TO homeownerservices@pmcwi.com

W.H.O.A. FENCE SPECIFICATIONS

1. Fence height no less than 4 ft 6 inches and no higher than 5 ft 6 inches
2. Standard pine, pressure treated pine or Cedar composite
3. 1 by 8 boards
4. 2 by 4 framing
5. 4 by 4 posts
6. Board on board construction ---_____---_____---_____---_____
7. Bottom end of boards to be 6 inches from ground
8. Fence cannot enclose outside water faucet or area beyond dimensions of your unit's interior
9. Fence must end at least two feet from sidewalk
10. Straight or "L" shaped only – maximum of one 90 degree angle
11. Outside board of fence must be within 12 inches of patio
12. Fence cannot be attached to patio or building, must be free standing and minimum of 6 inches away from building outside surfaces
13. Painted to match building color (get formula from office)
14. Fence must be completed, including painting, within 15 days of initiation

ALL PLANS MUST BE SUBMITTED TO WHOA OFFICE AND APPROVED PRIOR TO INITIATION OF CONSTRUCTION (approval may take up to 45 days)

Any structure not approved prior to construction may be removed by W.H.O.A., at the unit owner's expense

Proposed fence with patio dimensions noted on diagram below:



You will receive written approval or request for modification from the office. Do not proceed until then.

Name:_____ Date:_____

Address:_____

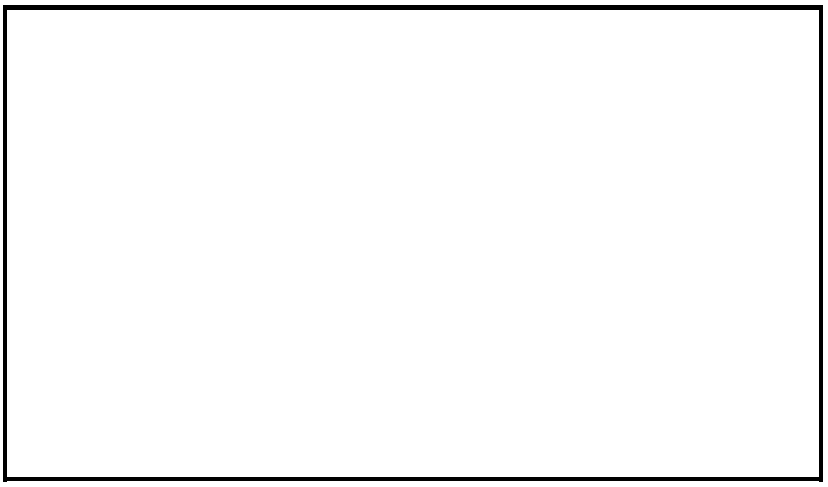
Phone:_____

OFFICE NOTES:

W.H.O.A. EXTERIOR GARDEN CHANGE / MODIFICATION / REPLACEMENT REQUEST FORM

1. Describe thoroughly all changes requested. Include location, proposed garden dimensions, material used, plantings (flowers, bushes, etc.)

2. Proposed changes noted on diagram below:



You will receive written approval or a request for modifications from the Property Manager. DO NOT PROCEED UNTIL THEN.

I understand that changes and maintenance of this area are at my own expense.

_____ _____

Unit Owner Signature Date

_____ _____

Address E-Mail

FOR OFFICE USE:

Approval letter sent _____
Date

Denial letter sent _____
Date

The request requires markings for transmission lines before proceeding: ☐ Yes ☐ No

WHISPERING HILLS OWNERS ASSOCIATION, INC.

W.H.O.A. UNIT OWNER VEHICLE INFORMATION

DATE:_____

NAME:_____

ADDRESS:_____ APT #_____

CELL PHONE_____ HOME PHONE_____

WORK PHONE_____ EMAIL_____

VEHICLE # 1

MAKE_____

MODEL_____

COLOR_____

STATE_____

LICENSE #_____

VEHICLE # 2

MAKE_____

MODEL_____

COLOR_____

STATE_____

LICENSE #_____

VEHICLE # 3

MAKE_____

MODEL_____

COLOR_____

STATE_____

LICENSE #_____

VEHICLE # 4

MAKE_____

MODEL_____

COLOR_____

STATE_____

LICENSE #_____

WHEN INFORMATION CHANGES, PLEASE LET THE OFFICE KNOW. FORM AVAILABLE CALL 262-257-9250