DECLARATION

THE EMBASSY CONDOMINIUM HOMES
125 University Avenue
West Bend, Wisconsin 53095

DECLARATION made pursuant to the provisions of the Unit Ownership Act of the State of Wisconsin, by AARON W. JOHNSON and EDNA JOHNSON, his wife, hereinafter referred to as "Developer".

ARTICLE I.

GENERAL PROVISIONS

Section 1.01.- Purpose. The purpose of this Declaration is to place the real estate herein described, the building and improvements constructed or to be constructed thereon and all easements, rights and appurtenances belonging thereto, under the condominium form of ownership and use in the manner provided by the Unit Ownership Act of the State of Wisconsin, hereinafter referred to as the ACT.

Section 1.02. - Name. The name by which the Condominium is to be known shall be "THE EMBASSY CONDOMINIUM HOMES" and it shall hereafter be referred to as the "Condominium" or the "Embassy".

Section 1.03. - Real Estate. Developer, being the owner in fee simple absolute, hereby declares the real estate hereinafter described as shown on the Survey attached as Exhibit A and by this reference made a part hereof, to be subject to the ACT to the extent provided for herein:

CERTIFIED SURVEY MAP NO. 402, recorded in the Washington County Registry on June 22, 1971, in Volume 2 of Certified Survey Maps on page 273, as Document No. 322648, being that part of the West one-half of the Northeast Quarter of Section 15, Town 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin, described as follows:

Commencing at the North Quarter corner of said Section 15; thence S 01° 10' 49" E along the West side of said Quarter Section, 510.80 feet; thence N 89° 46' 40" E parallel with the North side of said Quarter Section, 40.00 feet to the point of beginning of the tract herein described; thence continuing N 89° 46' 40" E parallel with the North side of said Quarter Section 410.00 feet; thence S 13° 13' 50" E, 645.00 feet; thence S 09° 15' E, 463.48 feet; thence S 89° 33' 27" W, 410.00 feet; thence N 01° 10' 49" W, 252.00 feet; thence S 89° 33' 27" W, 200.00 feet; thence N 01° 10' 49" W, along the Easterly side of University Drive, 836.65 feet to the point of beginning. Containing 11.82 Acres.

ARTICLE II.

DEFINITIONS

Section 2.01. - Declaration. This instrument, hereinafter called the "Declaration", by which the property, as hereinafter defined, is submitted to the provisions of the ACT, as the same may be amended from time to time hereafter.

Section 2.02. - Property. The airspace, land, buildings, improvements and structures, easements rights and appurtenances belonging thereto, and articles of personal property intended for use in connection therewith, comprising the Embassy.

Section 2.03. - Unit. A part of the property subject to this act intended for independent use as a single family residential home, consisting of a cubical of air at one level of space (or one or more contiguous rooms or enclosed spaces located on one floor), in one of the two (2) residential buildings of the Condominium hereinafter referred to as "Embassy North" and "Embassy South".

Section 2.04. - Unit Owner. The person who owns a Unit, and an undivided interest in the common areas and facilities appurtenant to such Unit, in the fraction specified and established in this Declaration.

Section 2.05. - Unit Number. The number, letter, or combination thereof, designating the Unit in this Declaration.

Section 2.06. - Association of Unit Owners. All of the Unit Owners acting as an association through the instrument of "THE CONDOMINIUM HOMES ASSOCIATION, INC.", a non-profit corporation organized and existing under the laws of the State of Wisconsin, hereinafter referred to as the "ASSOCIATION".

Section 2.07. - Common Area. When used in this Declaration, the term "Common Area" shall mean the Common Areas or Facilities described in ARTICLE V hereof, as well as the Limited Common Areas, both General and Special, described in ARTICLE VI.

Section 2.08. - Articles. When used in this Declaration, the word "Articles" shall refer to the Articles of Incorporation of the Association, including any amendments thereto.

Section 2.09. - By-Laws. When used in this Declaration, the word "By-Laws" shall refer to the By-Laws of the Association, and any amendments thereto.

Section 2.10. - Rules and Regulations. When used in this Declaration, the term "Rules and Regulations" shall refer to the Rules and Regulations, from time to time in effect, of the Association.

Section 2.11. - Embassy. When used in this Declaration, the word "Embassy" shall refer to the entire Condominium project made subject to the ACT by this Declaration.

Section 2.12. - Condominium. When used in this Declaration, the word "Condominium" shall refer to the entire Condominium project made subject to the ACT by this Declaration.

Section 2.13. - Residential Buildings and Names. The two (2) residential type buildings of the Embassy in which the Units are located, each with seventy-five (75) Units, shall be designated as "Embassy North" and "Embassy South", reflecting their respective geographical location on the land described in Section 1.03 hereof as shown on Exhibit B attached hereto and by this reference made a part hereof.

Section 2.14. - Definitions in the Act. All definitions in the ACT, except as modified by the expressed provisions of this Declaration, are hereby incorporated herein by this reference thereto.

ARTICLE III.

BUILDINGS AND UNITS

Section 3.01. - Construction of the Residential Buildings. The residential buildings, known as Embassy South and Embassy North, shall be constructed of masonry and brick materials with frame interiors, all as detailed in the plans and specifications for each such building kept on file in the office of the Association and filed for record in the office of the Register of Deeds of Washington County, Wisconsin, which by this reference thereto shall constitute a part of this Declaration.

Section 3.02. - Description of the Residential Buildings. Each residential building shall consist of four (4) floors, including a full basement, a full first floor, a full second floor, and a full third floor, as shown by Exhibits F, G, H and I for Embassy South and Exhibits J, K, L and M for Embassy North, attached hereto and by this reference made a part hereof. The basement shall be used principally for parking spaces for automobiles and locker storage spaces for Unit Owners. The three (3) upper floors shall contain the residential Units of the Condominium.

Section 3.03. - Designation and Size of the Two (2) Residential Buildings. EMBASSY NORTH shall consist of seventy-five (75) units, twenty-five (25) on each of the three (3) upper floors; and EMBASSY SOUTH shall consist of seventy-five (75) units, twenty-five (25) on each of the three (3) upper floors.

Section 3.04. - Type of Units. There shall be three (3) types of Units in Embassy North and in Embassy South, described as follows:

A. Type A. There shall be eighteen (18) Type A Units in each building, of the size, floor plan and arrangement shown on Exhibit C, attached hereto and by this reference made a part hereof.

B. Type B. There shall be nine (9) Type B Units in each building, of the size, floor plan and arrangement shown on Exhibit D, attached hereto and by this reference made a part hereof.

C. Type C. There shall be forty-eight (48) Type C Units in each building, of the size, floor plan and arrangement shown on Exhibit E attached hereto and by this reference made a part hereof.

Amendmended 2-20-13 to add D & E

Section 3.05. - Identification of Units--Embassy South.
The Units in Embassy South are identified by Types as follows:

A. Eighteen (18) Type A Units having the following numbers:

Amendment No. 4 Move "S" to end of unit numbers

S101	S102	S115	S117	S118	S120
S201	S202	S215	S217	S218	S220
(S301) Typed	S302	S315	S317	S318	S320

B. Nine (9) Type B Units having the following numbers:

S119	S125	S123
S219	S225	S223
S319	S325	S323

C. Forty-eight (48) Type C Units having the following numbers:

S103	S104	S105	S106	S107	S108	S109	S110	S111
S203	S204	S205	S206	S207	S208	S209	S210	S211
(S303) Type E	S304	S305	S306	S307	S308	S309	S310	S311
S112	S113	S114	S116	S121	S122	S124		
S212	S213	S214	S216	S221	S222	S224		
S312	S313	S314	S316	S321	S322	S324		

Section 3.06. - Identification of Units--Embassy North.
The Units in Embassy North are identified by Types as follows:

A. Eighteen (18) Type A Units having the following numbers:

Move "N" to end of unit numbers

N101	N102	N115	N117	N118	N120
N201	N202	N215	N217	N218	N220
Type D (N301)	(N302)	N315	N317	N318	N320

B. Nine (9) Type B Units having the following numbers:

N119	N125	N123
N219	N225	N223
N319	N325	N323

C. Forty-eight (48) Type C Units having the following numbers:

N103	N104	N105	N106	N107	N108	N109	N110	N111
N203	N204	N205	N206	N207	N208	N209	N210	N211
Type E (N303)	(N304)	N305	N306	N307	N308	N309	N310	N311
N112	N113	N114	N116	N121	N122	N124		
N212	N213	N214	N216	N221	N222	N224		
N312	N313	N314	N316	N321	N322	N324		

ARTICLE IV.

INDIVIDUAL UNITS

Section 4.01. - Legal Description. Each Unit shall be assigned an identifying number, which shall be its legal description, as shown on floor plan Exhibits F, G, and H for Embassy South and Exhibits J, K and I for Embassy North, attached hereto, and by this reference made a part hereof; and hereafter any conveyance, mortgage, lease or other document referring to such Unit by such identifying number, shall sufficiently describe such Unit for all purposes as provided in the ACT.

Section 4.02. - Unit Identifying Number System.

A. Embassy North. All Units in Embassy North shall be identified by a three (3) digit number prefixed by the letter "N" and the first digit shall designate the number of the floor on which such Unit is located.

B. Embassy South. All Units in Embassy South shall be identified by a three (3) digit number prefixed by the letter "S" and the first digit shall designate the number of the floor on which such Unit is located.

Section 4.03. - Description of the Unit. Each Unit shall consist of the cubical of air included within and bounded by the planes created by:

A. The interior structural surface of its exterior walls.

B. The top structural surface of its floor.

C. The under structural surface of its ceiling.

D. The interior surfaces of the exterior doors and windows.

Section 4.04. - Home Appliances. Each Unit includes all appliances, cabinets, fixtures, and equipment installed therein, including the wall air conditioning unit or units.

Section 4.05. - Boundary Wall Easements. Each Unit Owner shall have an easement in the boundary walls surrounding his Unit for the purposes of additional utility outlets, wall hangings, and the like; except that the Unit Owner shall do nothing to impair or destroy the structural integrity of the wall or building or the soundproofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

deleted Amendment No. 4

Section 4.06. - Windows and Doors. For the purpose of replacement and repair only, the exterior windows and outside doors of each Unit, and all glass therein and all hardware attached thereto, shall be considered Common Areas..

ARTICLE V.

COMMON AREAS

Section 5.01. - Common Areas and Facilities. The Common Areas and Facilities of the Embassy shall include:

A. The real estate, described in Section 1.03 hereof.

B. The foundations, columns, girders, beams, supports, main walls, partition walls between units and roofs of the residential buildings.

C. The gardens, the yards, exterior parking areas, recreation areas, recreation buildings, swimming pool, parks, walkways, driveways, and all personal property, equipment and accessories used in connection therewith.

D. The storage area for the tools, equipment and appliances for the maintenance of the Condominium.

E. The installations of central services, such as power, light, gas, hot water, cold water, heating, refrigeration and incineration.

F. The elevators, tanks, pumps, motors, fans, compressors, ducts and all other apparatus and installations existing for common use.

G. The electric, telephone, communication, gas and water lines or pipes up to each Unit.

H. All other parts of the property necessary or convenient to the existence, maintenance and safety of the Condominium or normally in common use by all or part of the Unit Owners.

ARTICLE VI.

LIMITED COMMON AREAS

Section 6.01. - General Limited Common Areas. General Limited Common Areas for the exclusive use and benefit of the Units and Unit Owners in each residential building shall be the following:

A. The halls, corridors, stairs, elevators, lobbies, laundry rooms, mailroom, fire escapes, entrances and exists of each residential building, for the use and benefit of the Units within each such building.

B. The storage rooms, laundry rooms and basement of each residential building for the use and benefit of the Units within each such building.

C. The indoor parking spaces in each residential building, with one space to be assigned to each Unit in such building.

D. The basement locker storage area in each residential building, with one locker to be assigned to each Unit in such building.

Section 6.02. - Special Limited Common Areas. Special Limited Common Areas for the exclusive use and benefit of the Unit to which the same adjoin or are connected: Amendment No 4

A. Patios and balconies outside each Unit and the doors providing access to them.

B. Entrance doors to each Unit.

C. Exterior windows of each Unit.

D. The electric, telephone, communications, gas and water lines and pipes within each Unit.

E. The interior surfaces of the boundary walls of each Unit for the application of interior decoration, coverings and furnishings.

Section 6.03. - Balconies and Patios. Each Unit Owner shall be entitled to the exclusive use and possession of the balcony or patio, direct access to which is provided from his Unit, and which is located outside of and adjoining his Unit; the Unit Owner shall not paint or otherwise decorate or change the appearance of any such balcony or patio, in any manner contrary to the Rules and Regulations of the Association.

Section 6.04. - Basement Parking Space. Each Unit Owner shall be entitled to the exclusive use of one (1) assigned parking space in the basement area of the building in which his Unit is situated, which shall thereafter be transferable with such Unit as an appurtenance thereto. However, such parking space shall not be let or assigned to any person who is not a Unit Owner or occupant in the building in which said parking space is situated, without the prior written approval of the Association, and then only to a Unit Owner or Unit Occupant in the other residential building of the Condominium.

Section 6.05. - Basement Locker Space. Each Unit Owner shall have a perpetual right of use to one (1) assigned locker storage area in the basement of the building in which his Unit is situated which shall thereafter be transferable with such Unit as an appurtenance thereto. However, such locker space shall not be let to anyone who is not a Unit Owner or Unit Occupant in such building.

Section 6.06. - Basement Parking Space Identifying Numbers. The basement floor of each building shall have seventy-five (75) marked indoor parking spaces with each space assigned an identifying number as shown on Exhibit I for Embassy South and Exhibit M for Embassy North attached hereto and by this reference made a part hereof.

Section 6.07. - Basement Storage Locker Identifying Numbers. The basement floor of each building shall have seventy-five (75) enclosed storage lockers with each locker assigned an identifying number as shown on Exhibit I for Embassy South and Exhibit M for Embassy North attached hereto and by this reference made a part hereof.

ARTICLE VII.

OWNERSHIP AND TRANSFER OF COMMON AREAS

Section 7.01. - Ownership Interest. Each Unit Owner shall have an undivided one-one hundred fiftieth (1/150th) equal interest in the Common Areas of the Condominium as tenants in common with all other Unit Owners of the Condominium, which fractional interest therein shall be appurtenant to and run with the title to each Unit, and shall hereinafter be referred to as the "Fractional Interest".

Section 7.02. - Transfer of Common Areas and Separation from Unit. The Fractional Interest of each Unit Owner in the Common Areas of the Condominium shall not be separated from the Unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 7.03. - Partition of Common Areas. There shall be no partition of the Common Areas through judicial proceedings or otherwise until this Declaration is terminated as herein provided and the property is withdrawn from its terms or from the terms of any Statute of Wisconsin applicable to Condominium Ownership.

Section 7.04. - By-Laws, Rules and Regulations of Association. Except as specifically set forth in this Declaration, all of the Common Areas of the Condominium shall be used in accordance with the By-Laws, Rules and Regulations of the Association, as the same may from time to time be in effect.

ARTICLE VIII.

COMMON EXPENSES AND PROFITS

Section 8.01. - Common Expenses. Common Expenses are defined as follows:

A. All sums lawfully assessed against the Unit Owners by the Association.

B. Expenses declared Common Expenses by the ACT, by the Declaration or by the By-Laws.

C. Each Unit Owner shall be responsible for the payment of his proportionate share of the Common Expenses as reflected by his Fractional Interest in the Common Areas.

Section 8.02. - Common Profits. After the payment of all Common Expenses, the balance of all income, rents, profits and revenues from the Common Areas shall constitute the Common Profits of the Condominium.

Section 8.03. - Liability for Common Expenses. The Association shall provide and pay for the repair, maintenance, and other expenses of the Common Areas and assessments for such expenses shall be made against the Unit Owners as well as against the Units, as provided in the By-Laws. The amount of the assessment charged to each Unit and each Unit Owner shall be one-one hundred fiftieth (1/150th) of the total assessments for all Units in the Embassy. No Unit Owner may exempt himself or his Unit Ownership from liability for the Common Expenses by the waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Unit; and no conveyance shall relieve the Unit Owner grantor therein or his Unit for the liability for any assessment made prior to such conveyance, and the Unit Owner grantor shall be jointly, severally and personally liable for such Common Expenses along with his grantee in any such conveyance until all such prior expenses, which were charged to his Unit have been paid. All Common Expenses and assessments, when due, shall immediately become a personal obligation of the Unit Owner and also a lien, until paid, against the Unit without the necessity of filing such lien, and this provision in this Declaration shall constitute sufficient notice to all successors in title to such Unit.

ARTICLE IX.

ASSESSMENT FOR COMMON EXPENSES

Section 9.01. - Covenant to pay Assessments. In addition to the statutory liability created by the ACT, the Developer, as the Original Owner of each Unit, hereby covenants, and each successive Unit Owner, by the acceptance of a deed therefore, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other Unit Owner and with the Association to pay to the Association all assessments for maintenance, repairs, services, capital improvements, and other purposes, fixed and levied by the Association, as provided in this Declaration and the By-Laws.

Section 9.02. - Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Condominium, to provide for the repair, maintenance and improvement of the Common Areas of the Condominium, to provide for such emergency repairs as the Association may deem necessary, and to maintain a reserve fund for the purposes authorized by this Declaration.

Section 9.03. - Annual Condominium Budget. Each year, on or before December 1, the Association shall prepare a budget for the Condominium in the manner provided in the By-Laws. Each Unit Owner's monthly assessment for the ensuing year shall be based upon such budget. In addition to the normal operating expenses of the Condominium, the budget may provide for reserves, working capital and other sums deemed reasonably necessary by the Association for the proper conduct of the affairs of the Condominium and for the protection of the Common Areas and the Units thereof.

Section 9.04. - Failure to Prepare Annual Budget. The failure or delay of the Association to prepare the Annual Budget, or notify any Unit Owner of his assessment, shall not constitute a waiver or release of such Unit Owner's obligation to pay his proportionate share of the Common Expense, necessary reserves, working capital and emergency requirements as herein provided, whenever the same shall be determined; and, to that end, each Unit Owner shall continue to pay his assessment at the then existing rate established for the previous year until the new assessment shall have been mailed or delivered to the Unit Owner.

Section 9.05. - Maximum Initial Monthly Assessment. Until March 30, 1973, the monthly assessment shall be Thirty-one Dollars ($31.00), and thereafter the monthly assessment shall be fixed by the Association as required by the budget in the manner provided in the By-Laws.

Section 9.06. - Special Assessments. In addition to the regular monthly assessments, the Association may levy, once in any calendar year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of capital improvements of the Common Elements, including fixtures and personal property related thereto, but such special assessments shall be made only in the manner provided in the By-Laws. Further, the Association may levy, when needed, a special assessment for the reserve fund of the Association to provide for any acquisitions authorized in ARTICLE XIII hereof. All of such special assessments shall be made only in the manner provided in this Declaration and in the By-Laws.

Section 9.07. - Uniform Rate of Assessment. The monthly assessments and any special assessments shall be levied at a uniform rate for all Units.

Section 9.08. - Lien for Assessments.

A. Priority. All sums assessed to any Unit pursuant to this Article, together with interest thereon at the maximum rate provided by law, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

1. Liens of general and special taxes;

2. Liens of a first mortgage recorded prior to the making of the Assessment; and

3. Construction liens filed prior to the making of the assessment.

All other liens on any Unit created after the date of the recording of the Declaration shall be inferior in priority to liens of the Association for any assessment, whether or not so specifically set forth in the instruments creating such liens.

B. Record of Lien. The existence of any lien for unpaid Association assessments shall be established by the assessment records of the Association kept on file in the office of the Association. The Association shall have the right, in its discretion, to file a written notice of lien in the office of the Register of Deeds of Washington County, Wisconsin, but no such notice of liens shall be so recorded until there is a delinquency in payment of the assessment.

Section 9.09. - Remedies for Failure to Pay Assessments. If any Unit Owner shall default in the payment of any assessment levied by the Association, as provided in this Declaration, the Association shall have authority for and on behalf of itself and as the representative of all Unit Owners, to exercise and enforce any and all rights and remedies which may be provided in the ACT, the Declaration, or be otherwise available at law or in equity, legal interest for the collection of all such unpaid Association Assessments, together with costs and reasonable attorneys fees. In addition, if an Owner is in default in the payment of such assessments for thirty (30) days, the Board may bring suit for and on behalf of itself and as representative of all Unit Owners, to enforce collection thereof or to foreclose the lien therefor as in the case of foreclosure of a mortgage against real estate, and there shall be added to the amount due, together with legal interest, costs and reasonable attorneys fees to be fixed by the court. The Association, acting for and on behalf of itself and as representative of all the other Unit Owners shall have the power and authority to bid in the Unit so foreclosed at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same.

Section 9.10. - Remedy of Lienor. Any lienor holding a lien on a Unit may pay any unpaid assessments with respect to such Unit and upon such payment such lienor shall have a lien on such Unit for the amounts paid at the same priority as his lien.

Section 9.11. - Rental during Foreclosure. In the event of the foreclosure of a lien for any unpaid assessment, the Unit Owner, who is the defendant in such proceedings, shall be required to pay a reasonable rental for such Unit during such foreclosure.

Section 9.12. - Avoidance of Assessments. No Unit Owner may exempt himself from liability for his contribution towards the Common Expenses or the payment of any assessment by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Unit.

9.13- Amendment No. 2

ARTICLE X.

EASEMENTS AND ENCROACHMENTS

Section 10.01. - Utility Easements. Easements are hereby declared and granted for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, electrical conduits and wires and equipment over, under, along and on any part of the Common Area of the Condominium. These easements, however, shall run only to the Association and not to any utility except by and with the action or consent of the Association.

Section 10.02. - Easements to run with the Land. All easements and rights described and set forth herein are easements and rights appurtenant to, and running with the land, perpetually in full force and effect, and shall at all times inure to the benefit of and be binding upon the Developer, his successors and assigns, and upon any Unit Owner, purchaser, mortgagee or other person or entity having an interest in said land, or any part or parcel thereof.

Section 10.03. - Encroachments. In the event that, by reason of the construction, settling or shifting of the building, any part of the Common Area encroaches or shall hereafter encroach upon any part of any Unit, or any part of any Unit encroaches or shall hereafter encroach upon any part of the Common Area, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such Unit Owners and the Common Areas as the case may be, so long as all or any part of the building containing such Unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the Owner of any Unit, or in favor of the Owners of the Common Areas if such encroachment occured due to the willful conduct of such Owner or Owners. The provisions contained in this paragraph relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XI.

MORTGAGES, TAXES, INSURANCE, UTILITIES AND MUNICIPAL SERVICES

Section 11.01. - Mortgaging Units. Each Unit Owner shall have the right to mortgage or encumber his Unit, together with his Fractional Interest in the Common Areas. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever, the Condominium land, buildings or improvements, or any part thereof, except his own Unit and his own respective Fractional Interest in the Common Areas as above set forth.

Section 11.02.- Real Estate Taxes. The real estate taxes shall be separately taxed to each Unit Owner for his Unit and his corresponding Fractional Interest in the Common Areas, as provided in the ACT. In the event that, for any year, said taxes are not separately taxed to each Unit, but are taxed to the Condominium as a whole, then each Unit Owner shall pay his proportionate share thereof in accordance with his respective Fractional Interest in the Common Areas.

Section 11.03. - Insurance by Unit Owners. Each Unit Owner shall be responsible for his own insurance:

A. On the contents of his own Unit, his own automobile, the contents of his Storage Locker, any additions and improvements to his Unit, the decorating and furnishings therein and his personal property stored elsewhere on the Condominium; and

B. For his personal liability to the extent not covered by the liability insurance carried by the Association for all of the Unit Owners as a part of the Common Expense.

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

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

Section 11.04. - Insurance by Association. The Association shall provide the following types of insurance:

A. Property Insurance. Property insurance on all buildings and structures of the Condominium against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the Common Areas and the Units. Premiums for such insurance shall be Common Expense. Such insurance coverage shall be written in the name of, losses under shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as Trustee for each of the Unit Owners in their respective Fractional Interest in the Common Areas. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as Trustee, agent or depositary on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of the ACT and this Declaration. The fees of such Trustee shall be Common Expense. In the event of any loss in excess of $50,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or Owner of any Unit so destroyed.

B. Application of Property Insurance Proceeds. The proceeds of such insurance shall be applied by the Association or by the Trustee on behalf of the Association for the reconstruction of the Building or Buildings, or shall be otherwise disposed of, in accordance with the provisions of this Declaration and the ACT; and the rights of the mortgagee of any Unit under any standard

mortgage clause endorsement to such policies, shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions in the ACT with respect to the application of insurance proceeds to reconstruction of the Building.

C. Release of Insurance Company. Payment by an insurance company to the Association or to such Trustee of the proceeds of any policy, and the receipt of release from the Association of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant thereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the Trustee.

D. Liability Insurance. Comprehensive public liability insurance, including liability for injuries to and death of persons, and property damage, in such limits as it shall deem desirable, and other liability insurance as it may deem desirable, insuring each Unit Owner, the Association, its officers, directors, the DEVELOPER, the manager and managing agent of the Buildings, and their respective employees and agents, from liability in connection with the Common Areas and the streets, sidewalks and areas adjoining the Condominium and insuring the officers and directors of the Association from liability for good faith actions beyond the scope of their respective authorities. Such insurance coverage shall include cross liability claims of one or more insured parties against other insured parties.

E. Workmen's Compensation. Workmen's compensation insurance to the extent necessary to comply with any applicable laws.

F. Other Insurance. Such other or additional insurance as the Association may determine to be necessary or desirable for the benefit of the Association and Unit Owners.

G. Premiums. The premiums for all such insurance shall be Common Expense.

ARTICLE XII.

MAINTENANCE, REPAIR AND REPLACEMENT OF UNITS AND COMMON ELEMENTS

Amendment No. 4

Section 12.01. - By the Association. The Association, as part of the Common Expense, shall be responsible for the following:

A. The maintenance, repair and replacement of all Common Areas, the exterior doors and windows of each Unit, and of those portions, if any, of each Unit which contribute to the support of the building.

B. The maintenance, repair and replacement of all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which may be located within the Unit boundaries, exclusive of any portions thereof which may be located at or beyond the wall outlets, or which may be the responsibility of the Unit Owner under any other provision of this Declaration.

C. The decorating of the Common Areas and any redecorating of Units to the extent made necessary by any damage to existing decorating of such Units caused by the maintenance, repair or replacement work on the Common Areas by the Association, shall be furnished by the Association as part of the Common Expense. The respective obligations of the Association and Unit Owners, set forth in this Declaration, shall not be limited, discharged or postponed by reason of the fact that any such maintenance, repair or replacement is required to cure a latent or patent defect in material or workmanship in the construction of the Condominium, nor because they may become entitled to the benefit of any construction guarantee or proceeds under policies of insurance.

Amendment No. 4

Section 12.02. - By the Unit Owners. Except as otherwise provided in Section 12.01 hereof, each Unit Owner shall furnish, at his own expense, and be responsible for the following:

A. All of the maintenance, repairs and replacements within his own Unit and of all fixtures, appliances, cabinets and equipment therein; and all utility service facilities located within the Unit boundaries, except as provided in Section 12.01 hereof; provided, however, such maintenance, repairs and replacements as may be required

for the bringing of water, gas, sewer service or electricity to the Unit, shall be furnished by the Association as part of the Common Expense. The Association may provide, by its Rules and Regulations, for ordinary maintenance and minor repairs and replacements to be furnished to the Units by its agents and employees as Common Expense.

B. All of the decorating within his unit, including painting, wall papering, washing, cleaning, panelling, floor covering, draperies, window shades, curtains, lamps and other furnishings and interior decorating. Each Unit Owner shall be entitled to the exclusive use of such portions of the perimeter walls, floors, and ceilings as constitute the boundaries of his Unit, and such Unit Owner shall maintain such portions in good condition at his own expense, which said maintenance and use shall be subject to the Rules and Regulations. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of the Unit Owner. The use of and the covering of the interior surfaces of such windows, whether by draperies, shades or other items visible on the exterior of the building, shall be subject to the Rules and Regulations.

C. – Created Amendment No. 2

Section 12.03. - Negligence of Unit Owner. If, due to the negligent act or omission of a Unit Owner, a member of his family, his household pet, his guest, his authorized occupant, or any visitor to such Unit, damage shall be caused to the Common Areas or to a Unit or Units owned by others; or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense; then such Unit Owner shall pay for such damage and such maintenance, repairs and replacements as may be determined by the Association, subject to its Rules and Regulations.

Section 12.04. - Joint Facilities. To the extent that equipment, facilities and fixtures within any Unit or Units shall be connected to similar equipment, facilities or fixtures affecting or serving other Units or the Common Areas, then the use thereof by the Unit Owners shall be subject to the Rules and Regulations. The authorized agents and employees of the Association shall be entitled to reasonable access to each Unit as may be required in connection with the maintenance, repair or replacement of or to the Common Areas or of or to any equipment, facilities or fixtures affecting or serving other Units or the Common Areas.

Section 12.05. - Certain Necessary Maintenance of Units. The Association shall provide for the maintenance and repairs of any Unit if such maintenance or repair is necessary, in the discretion of the Association, to protect the Common Areas or any portion of the Condominium building, and the Unit Owner has failed or refuses to perform such maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair shall have been given by the Association to said Owner or Owners, and the Association shall have the right to levy a special assessment against such Unit Owner or Unit Owners for the cost of said maintenance or repair.

Section 12.06. - Entrance to Units for Emergency Repair. The Association or its agents and employees may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible. It may likewise enter any balcony or patio for maintenance, repairs, construction, or painting. Such entry shall be made with as little inconvenience to the Unit Owner or Occupant as practicable, and any damage caused thereby shall be repaired by the Association as a part of the Common Expense. In the event of any emergency originating in, or threatening, any Unit, or in the event of the Owner's or Occupant's absence from the Unit at a time when required alterations or repairs are scheduled, the Association and its agents or employees may enter the Unit immediately, whether or not the Owner or Occupant is present. The Association reserves the right to retain a pass key to each Unit, and no locks or other devices shall be placed on the doors to the Units to obstruct entry through the use of such pass key.

Section 12.07. - Replacement or Restoration of Damaged Buildings. In the event the buildings and improvements of the Condominium, or any portion thereof, including any Unit, shall suffer damage or destruction from any cause:

A. In the event of sufficient insurance coverage, the Association shall proceed to repair, restore or reconstruct such damaged buildings or Units and the insurance proceeds shall be applied by the Association to the payment therefor.

B. In the event of insufficient insurance coverage, the Association shall pay the cost of repair, restoration or reconstruction, and the Unit Owners, and other parties in interest, do not voluntarily make provision for reconstruction of the buildings or Units within ninety (90) days after such damage or destruction shall occur, then the provisions of the ACT in such event shall apply.

C. In the event of any required repairs, restoration or reconstruction of the buildings or Units, as provided in this Section, the Association shall cause the same to be made and completed to substantially the same condition in which they existed prior to the damage or destruction in accordance with the Plans and Specifications on file in the office of the Association, with each Unit and the Common Areas having the same vertical and horizontal boundaries as existed before such damage or destruction; provided, however, if any Unit Owner carries additional insurance for improvements in his Unit he shall contribute such proceeds to the Association for use in restoring such improvements which are not shown in the original Plans and Specifications and if such special insurance is not sufficient such Unit Owner shall be obligated to personally pay the additional costs of the restoration of such improvements.

ARTICLE XIII.

SALE, LEASING OR OTHER ALIENATION OF UNITS

Section 13.01. - Restrictions. No Unit Owner shall at any time sell, convey, lease, devise, give away, permit the tenancy or use of the premises or his Unit without first complying with the provisions of this ARTICLE XIII, unless such persons are related by blood or marriage to the Unit Owner.

Section 13.02. - Notice to Association. No such sale, leasing or alienation of any other kind shall be made unless the Association is given no less than thirty (30) days prior written notice of the terms of any proposed bona fide sale, lease or other alienation, as evidenced by a bona fide written document of purchase, sale, lease or other alienation, together with the name and address of the proposed purchaser, lessee or alienee.

Section 13.03. - First Option to Association. The Association shall at all times have the first right and option to purchase or lease such Unit upon the same terms as evidenced by such bona fide document, which option shall be exercisable for a period of thirty (30) days following the date of receipt of such notice. If the said option is not exercised by the Association within said thirty (30) days, the owner or lessee may, at the expiration of said thirty (30) day period, and at any time within sixty (60) days after the expiration of said period, contract to sell or lease (or sub-lease or assign) such Unit to the proposed purchaser or lessee named in such notice but only to such purchaser or lessee upon the terms specified therein.

Section 13.04. - Gift of Unit. A Unit Owner who wishes to make a gift of his Unit or any interest therein, to any person or persons who would not be his heirs-at-law under the laws of descent of the State of Wisconsin were such Unit Owner to die within sixty (60) days prior to the contemplated date of such gift, shall give the Association not less than sixty (60) days written notice of his intent to make such gift prior to the contemplated date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall in such event have the first right and option to purchase such Unit, or interest therein, at the fair market value to be determined by arbitration in the manner set forth under the laws of the State of Wisconsin but with such arbitrators as shall be qualified real estate appraisers. The Association's option to purchase the Unit, or interest therein, shall expire sixty (60) days after the receipt of the decision by the arbitrators.

Section 13.05. Demise. In the event any Unit Owner shall die leaving a Will devising his Unit, or any interest therein, to any person or persons who are not his heirs-at-law under the laws of descent of the State of Wisconsin, and said Will is admitted to probate, the Association shall have the first right and option to purchase said Unit, or interest therein, either from the devisee or devisees thereof named in said Will, or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, at fair market value which is to be determined by arbitration as provided in Section 13.04 hereof. The Association's right to purchase the Unit, or interest therein, at the price determined by the arbitrators shall expire sixty (60) days after the date of the receipt by the Association of such notice from the arbitrators if the personal representative of the deceased Unit Owner is empowered to sell and shall expire four (4) months after the appointment of the personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or to said personal representative, as the case may be, within the said option periods. However, nothing herein contained shall be deemed to restrict the right of the Association, or its authorized representative, pursuant to authority given to the Association by this Declaration, to bid at any sale of the Unit, or interest therein, held pursuant to an order or direction of the Court having jurisdiction over that portion of the deceased Unit Owner's estate which contains his Unit or interest therein.

Section 13.06. - Judicial or Execution Sale. In the event any Unit, or interest therein, is sold at a judicial or execution sale (other than a mortgage foreclosure sale), the person acquiring title through such sale shall, before taking possession of the Unit so sold, give thirty (30) days written notice to the Association of his intentions so to do, whereupon the Association shall have an irrevocable right and option to purchase such Unit or interest therein, at the same price for which it was sold at said sale. If said option is not exercised by the Association within thirty (30) days after receipt of such notice said purchaser may thereafter take possession of said Unit. The Association shall be deemed to have exercised its option if it tenders the required sum of money to the purchaser within said thirty (30) day period.

Section 13.07. - Right of Association to Cure Mortgage or Lien Default. In the event any Unit Owner shall default in the payment of any monies required to be paid under the provisions of any mortgage or lien, other than the lien of the Association against his Unit ownership, the Association shall have the right to cure such default by paying the amount so owing to the party entitled thereto and shall thereupon have a lien therefor against such Unit, which lien shall have the same force and effect and be enforceable in the manner as provided in this Declaration, for the Association's lien for unpaid assessments.

Section 13.08. - Prior Consent by Unit Owners. The Association shall not exercise any of the options herein set forth to purchase any Unit, or interest therein, without the prior consent of voting members representing seventy-five per cent (75%) of the Units. The Association may also bid at the sale of any Unit, or interest therein, of any deceased Unit Owner which sale is held pursuant to an order or direction of a Court upon the prior consent of the voting members representing seventy-five per cent (75%) of the Units; which consent shall set forth a maximum price which the Association is authorized to bid and pay for such Unit or interest therein.

Section 13.09. - Waiver of Option. Upon the written consent of two-thirds (2/3) of the Directors of the Association, any right or option contained in this Article may be released or waived and the Unit, or interest therein, which is subject to such right or option may be sold, conveyed, leased, given or devised free and clear of the provisions of this ARTICLE XIII.

Section 13.10. - Evidence of Compliance or Waiver. A certificate executed and acknowledged by the Secretary of the Association stating that the provisions of this ARTICLE XIII have been met by a Unit Owner, or duly waived by the Association, and that the rights of the Association hereunder have terminated, shall be conclusive upon the Association and all the Unit Owners in favor of all persons who rely thereon in good faith; and such certificate shall be furnished to any owner who has in fact complied with the provisions of this paragraph or in respect to whom the provisions of this paragraph have been waived, upon request at a reasonable fee, not to exceed $10.00.

Section 13.11. - Funds for Acquisition. Acquisition of any Unit, or any interest therein under the provisions of this ARTICLE XIII shall be made from the reserve fund of the Association. If such fund is insufficient to cover the acquisition costs, the Association shall levy a special assessment as provided in Section 9.06 hereof.

Section 13.12. - Purchase Money Loan. The Association, in its discretion, may borrow money to finance the acquisition of any Unit, or interest therein, authorized by this ARTICLE XIII; provided, however, that no such financing may be secured by an encumbrance of any portion of the Condominium other than the Unit, or interest, to be acquired with such financing.

Section 13.13. - Title to Unit Acquired. The Unit or interest therein, acquired pursuant to the provisions of this ARTICLE XIII shall be held of record in the name of the Association or such nominee as it shall designate, for the benefit of all of the other Unit Owners. Said Unit, or interest therein, shall be sold or leased by the Association for the benefit of the other Unit Owners. All proceeds of such sale or leasing after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in the Reserve Fund and may thereafter be disbursed at such time and in such manner as the Association shall determine.

ARTICLE XIV.

COVENANTS AND RESTRICTIONS AS TO USE AND OCCUPANCY

Section 14.01. - Use of Condominium. No part of the Condominium shall be used other than for housing and related common purposes for which the Condominium was designed. Each Unit, or any two or more adjoining Units used together, shall be used as a residence for a single family or such other uses permitted by this Declaration and for no other purpose. That part of the Common Areas separating any two or more adjoining Units used together as aforesaid may be altered to afford ingress and egress to and from such adjoining Units in such manner and upon such conditions as shall be permitted by the Association in writing.

Section 14.02. - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise designed for profit, altruism, exploration, or otherwise, shall be conducted, maintained or permitted on any part of the Condominium, nor, except with the consent of the Board, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any Owner on any part of the Condominium or in any Unit therein. The right is reserved by the DEVELOPER to place "For Sale" or "For Rent" signs on any unsold or unoccupied Units, and to place such other signs on the property as may be required to facilitate the sale of unsold Units. The right is hereby given to the Association to place "For Sale" or"For Rent" signs on any Unit or on the Condominium, for the purpose of facilitating the disposal of Units by any Owner, mortgagee or the Association.

Section 14.03. - Construction Activities. During the period of construction of the buildings and facilities of the Condominium by the DEVELOPER, the DEVELOPER and his contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to said buildings and all Common Areas of the Condominium as may be required in connection with such construction.

Section 14.04. - Display and Sale of Units by DEVELOPER. During the period in which initial sales of Units by the DEVELOPER are in progress, the DEVELOPER may place model or simulated Units upon the Condominium and may occupy or grant permission to any person to occupy, with or without rental, as determined by the DEVELOPER, one or more Units for business or promotional purposes, including clerical activities, sales offices, model Units for display; provided such activities do not interfere with the quiet enjoyment of any other Unit Owners or Unit Occupants.

Section 14.05. - Use of Common Areas. Each Unit Owner shall have the right to use the Common Areas in common with all other Unit Owners, as may be required for the purposes of ingress and egress to, and use, occupancy and enjoyment of his Unit, and to the use and enjoyment of the Common Areas, which right shall extend to the Unit Owner, the members of his immediate family, his guests, and his tenants. Provided, however, such use shall be subject to and be governed by the provisions of the ACT, the Declaration, the By-Laws and the Rules and Regulations, to the end that the Condominium may be kept in an uncluttered and attractive condition consistent with an exclusive type residential complex.

Amendment No. 4

Section 14.06. - Occupancy Restrictions. The Condominium has been designed and developed as an adult type exclusive residential complex, and therefore, no regular occupant of any Unit shall be between two (2) and twelve (12) years of age.

Section 14.07. - Safety Precautions. The Association shall have the right to require all Unit Owners to keep the outside doors of the Condominium buildings locked and to establish procedures for surveillance of persons entering upon the Condominium and for the prevention of loitering in the Condominium buildings or in and on the Common Areas.

Section 14.08. - Outside Parking Areas. The Association by its Rules and Regulations shall have the right to assign one outside parking lot to each Unit and to provide for the use of such parking spaces as may not be assigned to any Unit Owner or Unit Occupant.

Section 14.09. - Concessions and Convenience Activities. Notwithstanding any provision of this Declaration to the contrary, the Association, with the prior consent of the voting members representing seventy-five per cent (75%) of the Units, shall have the right to permit convenience type personal services to be furnished on the Condominium premises, as permitted by the Zoning Ordinance of the City of West Bend in an R-4 Zoning District; such permit shall be upon the terms and conditions as the Association shall prescribe.

Amendment No. 2

Section 14.10. - Animals and Pets. No pets, animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Unit or in or on the Common Areas, except that small birds or fish may be kept in the Units if and as permitted by the Rules and Regulations.

Section 14.11 - Nuisances. No unlawful, immoral, noxious or offensive activity shall be carried on in any Unit or in the Common Areas nor shall anything be done therein or thereon either willfully or negligently which may be or become, in the judgment of the Association, an annoyance or nuisance to the other Unit Owners or Unit Occupants.

ARTICLE XV

ASSOCIATION OF UNIT OWNERS

Section 15.01. - Creation. The DEVELOPER shall create and organize a non-profit corporation under the Laws of the State of Wisconsin for the purpose of acting as an Association of Unit Owners as defined in the ACT, which shall be referred to herein as the "ASSOCIATION".

Section 15.02.- Membership. Regardless of how or when an Owner acquires ownership of a Unit, he shall thereupon immediately become a member of the Association and he shall remain a member of such Association until such time as his ownership ceases for any reason, at which time his membership in said Association shall forthwith terminate.

Section 15.03. - Articles of Incorporation. The Articles of Incorporation of the Association, and amendments thereto, shall at all times be kept on file and open to inspection to any Owner, or his legal representative, at a convenient office of the Association in the Condominium.

Section 15.04. - Recording Articles of Incorporation. The original Articles of Incorporation, and all amendments thereto, shall be filed for record in the office of the Register of Deeds of Washington County, Wisconsin.

Section 15.05. - By-Laws. The By-laws of the Association, and all amendments thereto, shall at all times be kept on file and open to inspection to any Owner, or his legal representative, at a convenient office of the Association in the Condominium.

Section 15.06. - Membership of Developer. The DEVELOPER shall be entitled to one vote for each Unit of the Condominium owned by him, whether originally owned or retained as a home or an investment or later acquired for any reason.

Section 15.07. - Members of the Board of Directors. The By-Laws shall at all times contain a provision requiring that not more than a simple majority of the directors shall be occupants of or Unit Owners in either one of the two residential buildings of the Condominium. Amendment No. 1

Section 15.08. - Certificate of Membership in Association. The By-Laws may provide for the issuance and form of certificates of membership for each Unit.

Section 15.09. - Rules and Regulations of Association. The By-Laws shall provide for the issuance and enforcement of Rules and Regulations for the maintenance, conservation and beautification of the Condominium and for the health, comfort, safety and general welfare of the Owners and Occupants of the Units.

Section 15.10. - Board of Directors of the Association. All affairs of the Association shall be conducted by a Board of Directors in accordance with the provisions of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations.

Section 15.11. - Reference to "Association". In all cases in this Declaration, when provision is made for action by or the consent of the "Association" the Board of Directors of the Association shall have full power and authority to act for and bind the Association in the manner provided in the By-Laws unless otherwise specified in this Declaration.

Section 15.12. - Manager. The Association shall have authority to employ a Condominium Manager to act as its managing representative; and that the Association shall upon the written request of Twenty-five Per Cent (25%) of the Unit Owners employ a Resident Condominium Manager.

Section 15.13. - Service of Process. All legal notices and services which may be made or given to the Unit Owners, the Association or to the DEVELOPER shall be served upon William Turner, 1773 Barton Avenue, West Bend, Wisconsin 53095, Registered Agent of the Association; and/or upon his successor as Registered Agent hereafter appointed from time to time by corporate action duly taken by the Association.

Section 15.14. - Indemnity of Association. The Association and its officers and directors shall not be liable to the Unit Owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The Unit Owners shall indemnify and hold harmless each of such directors or officers against all contractual liability to others arising out of contracts made by such directors or officers on behalf of the Unit Owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors or officers shall have no personal liability with respect to any contract made by them on behalf of the Unit Owners or the Association. The liability of any Unit Owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to such proportion of the total liability thereunder as his Fractional Interest in the Common Areas bears to the total interest of all the Unit Owners in the Common Areas. Each agreement made by such directors or officers or by the managing agent on behalf of the Unit Owners or the Association shall be executed by such directors or officers or the managing agent, as the case may be, as agents for the Unit Owners or for the Association.

ARTICLE XVI.

VOTING RIGHTS

Section 16.01. - Vote of Unit Owner. Each Unit Owner or his legal representative shall have one (1) vote. Votes shall not be split and co-owners of a Unit shall designate one of their number as the voting member to cast such vote and shall file the name of the voting member with the secretary of the Association. The time and manner of such designation shall be governed by the By-Laws of the Association.

Section 16.02. - Effect of Vote. Such vote for each Unit shall be for all purposes as may be required to carry out the terms and provisions of the Declaration and the By-Laws of the Association.

Section 16.03. - Proxy. The By-Laws may provide for voting for proxy and shall specify the time and manner in which proxies shall be filed with the Association.

ARTICLE XVII.

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 17.01. - Abatement and Enjoyment. The violation of any rule, restriction, condition or regulation adopted by the Association, or the breach or default of any covenant, By-Law or provision contained in this Declaration or contained in the ACT, shall give the Association the right, in addition to the rights set forth in Section 17.02 hereof:

A. To enter into the Unit or into or upon the Common Areas where or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions of this Declaration and the DEVELOPER or his successors or assigns, or the Association, or its officers and agents, shall not thereby be deemed guilty in any manner of trespass; and

B. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach.

Section 17.02. - Involuntary Sale. If any Unit Owner (either by his own conduct or by the conduct of any other occupant of his Unit) shall violate or breach any of the covenants, By-Laws, restrictions or provisions of this Declaration or of the ACT, or the Rules and Regulations adopted by the Association, and such violation shall continue for thirty (30) days after notice in writing from the Association, or shall occur or shall re-occur more than once thereafter, then the Association shall have the power to issue to the defaulting Unit Owner a thirty (30) day notice in writing to terminate the rights of the said defaulting Unit Owner to continue as a Unit Owner and to continue to occupy, use or control his Unit and thereupon an action in equity may be filed by the Association against the defaulting Unit Owner for a decree of mandatory injunction against the Unit Owner or Unit Occupant or in the alternative a decree declaring the termination of the defaulting Unit Owner's right to occupy, use or control the Unit owned by him on account of any such breach, and ordering that all the right, title and interest of the Unit Owner in the Condominium shall be sold at a judicial sale upon such notice and terms as the court shall establish; except that the Court shall enjoin and restrain the defaulting Unit Owner from re-acquiring his interest at such judicial sale. The proceeds of any such judicial sale shall first be paid to discharge the lien of any then existing mortgage, court costs, reasonable attorneys fees, and all other expenses of the proceeding and sale, and

all such items shall be taxed against the defaulting Unit Owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid assessments hereunder or any liens, shall be paid to the Unit Owner. Upon the confirmation of such sale, the purchaser thereat shall thereupon be entitled to a deed to the Unit and subject to the Association's rights as provided in ARTICLE XIII hereof, to immediate possession of the Unit sold and may apply to the court for a writ of assistance for the purpose of acquiring such possession and it shall be a condition of any such sale, and the decree shall so provide, that the purchaser shall take the interest in the Condominium sold subject to the ACT, this Declaration, the By-Laws, and the Rules and Regulations, and the purchaser shall become a member of the Association in the place and stead of the defaulting Unit Owner.

ARTICLE XVIII.

GENERAL PROVISIONS

Section 18.01. - Phase Development. The Condominium is being developed in two (2) phases, with Embassy South to be constructed and occupied first and Embassy North to be constructed and occupied last.

Section 18.02. - Rental of Units. The Developer, as the original owner, reserves the right to lease any unsold Units to responsible tenants until such time as responsible, qualified purchasers can be obtained. Unit Owners shall also have the right to lease their Units to responsible tenants. Provided, however, all leases subsequent to the first lease of any Unit by the DEVELOPER and any Unit Owner shall be subject to the rights of the Association under ARTICLE XIII hereof.

Section 18.03. - Notice to Mortgage Lendors. Upon written request to the Association, the holder of any duly recorded mortgage or trust deed against any Unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the Unit Owner whose Unit is subject to such mortgage or trust deed.

Section 18.04. - Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased Unit Owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the Estate of such deceased Unit Owner is being administered.

Section 18.05. - Covenants to Run with Land. Each grantee of the DEVELOPER by the acceptance of a deed of conveyance, or each purchaser under Land Contract, or any Contract for any deed of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared, and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in said land or any Unit thereon, and shall inure to the benefit of such Unit Owner in like manner as though the provisions to this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 18.06. - Non-Waiver of Covenants. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 18.07. - Waiver of Damages. Neither the DEVELOPER nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to him, or pursuant to, this Declaration, or in the DEVELOPER'S capacity as developer, contractor, Owner, manager or seller of the Condominium, whether or not such claim (a) shall be asserted by any Unit Owner, Unit Occupant, Unit Mortgagee, the Association, or by any person or entity claiming through any of them; or (b) shall be on account of injury to person or damage to or loss of property wherever located and however caused; or (c) shall arise ex contractu or (except in case of gross negligence) ex delictu. Without limitation to the generality of the foregoing, the foregoing enumeration includes all claims for, or arising by reason of, the Condominium or any part thereof being or becoming out of repair or containing any patent or latent defects, or by reason of any act or neglect of any Unit Owner, Unit Occupant, the Association, and their respective agents, employees, guests and invitees, or by reason of any neighboring property or personal property located on or about the Condominium, or by reason of the failure to function, or disrepair of, any utility services (heat, air conditioning, electricity, gas, water, sewage, etc.)

Section 18.08. - Condemnation. In the event of condemnation under the Laws of Wisconsin of a portion of the Condominium, including therein a residential building or buildings whereby construction of a like building or buildings cannot be reasonably effected on the remaining premises, the proceeds of said condemnation shall be disbursed as follows:

A. To the Owners of the individual Units condemned, that portion of the condemnation award attributable to each Owner's Unit, plus a sum equal to said Unit Owner's interest in the remaining Common Areas to be paid by the remaining Owners.

B. To the Unit Owner of the Common Areas whose Units were not condemned, as their interests may appear.

C. A decision as to whether a like building or buildings may be constructed elsewhere on the premises shall be determined by the Unit Owners by favorable votes of the Owners representing fifty-one per cent (51%) of the Units.

D. The condemnation of any Unit, and its non-replacement with a like Unit, shall terminate said Unit Owner's membership in the Association. The remaining Unit Owners shall constitute the membership of the Association and the Owners of the Common Areas and their respective fractional interest therein shall be determined on the basis of a fraction of the number one (1) over the total number of remaining Units.

E. The right of action to contest any condemnation shall lie in the Association and the Association shall have the right to determine whether any such contest shall be instituted either by negotiations or legal proceedings and the expenses of such contest shall be Common Expense.

Section 18.09. - Voluntary Sale of the Condominium. The Unit Owners by affirmative vote of seventy-five per cent (75%) of the total vote, at a meeting of the Unit Owners duly called for such purpose, may elect to sell the Condominium as a whole. Such action shall be binding upon all Unit Owners, and it shall thereupon become the duty of every Unit Owner to execute and deliver such instruments, and to perform all acts as in manner and form may be necessary to effect such sale, provided, however, that any Unit Owner who did not vote in favor of such action and who has filed written objection thereto with the Association within twenty (20) days after the date of the meeting at which such sale was approved shall be entitled to receive from the prceeds of such sale an amount equivalent to the value of his interest, as determined by a fair appraisal, less the amount of any unpaid assessments or charges due and owing from such Unit Owner. In the absence of agreement on an appraiser, such Unit Owner and the Association may each select an appraiser, and two so selected shall select a third, and the fair market value, as determined by a majority of the three appraisers so selected shall control. If either party shall fail to select an appraiser, then the one designated by the other party shall make the appraisal.

Section 18.10. - Reservation of Control. Pending the initial sale of fifty (50) Units, the Developer reserves the right to exercise all of the duties and responsibilities of the Board of Directors of the Association with respect to the enforcement of the covenants, restrictions and provisions of this Declaration.

Section 18.11.- Perpetuities and Restraints of Alienation. If any court of competent jurisdiction determines that any of the privileges, covenants or rights created by this Declaration are invalid for violation of (a) any rule against perpetuities, (b) any rule suspending the power of alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue until thirty (30) years after the death of the last one of the now living lawful descendants of the DEVELOPER.

Amendment No. 2

Section 18.12. - Amendment of Declaration. The provisions of ARTICLE I, Section 7.01, Section 7.02, Section 7.03 and Section 15.02 of this Declaration may be amended by an instrument in writing signed and acknowledged by the Association, all of the Unit Owners and all mortgagees having a bona fide lien of record against any Units. All ~~other provisions~~ of this Declaration (except Sections 17.02 and 17.06, which may never be amended without the written consent ~~of the~~ Developer) may be amended during the first one (1) year following the date of the recording of this Declaration by the Developer without any action by the Unit Owners or Unit Mortgagees, and thereafter by an instrument in writing signed by the Owners of not less than seventy-five per cent (75%) of the Units. All such amendments shall be effective upon recording the same in the office of the Register of Deeds of Washington County, Wisconsin; provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the ACT.

Section 18.13. - Gender and Number. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Section 18.14. - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

IN WITNESS WHEREOF, the said Aaron W. Johnson and Edna Johnson, his wife, have executed this Condominium Declaration on the 5th day of January, 1972.

IN THE PRESENCE OF:

/s/ C. J. Schloemer — /s/ Aaron W. Johnson (SEAL)

/s/ Arline Ensenbach — /s/ Edna Johnson (SEAL)

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 5th day of January, 1972, the above named Aaron W. Johnson and Edna Johnson, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

/s/ C. J. Schloemer
Notary Public, Washington Co., Wis.
My Commission is permanent.

This instrument was drafted by Attorney C. J. Schloemer of Schloemer, Schlaefer, Gordon & Alderson, Attorneys at Law, Corner Sixth & Hickory, West Bend, Wisconsin 53095.

AMENDMENT TO DECLARATION

This Amendment to the Declaration of The Embassy Condominium Homes, 125 University Drive, West Bend, Wisconsin, 53095, which Original Declaration was dated and acknowledged January 5, 1972, and recorded February 21, 1972, in the office of the Register of Deeds of Washington County, Wisconsin, at 10:58 A.M., in Volume 513 of Records on Pages 327 to 378 inclusive, as Document No. 329025 by Aaron W. Johnson and Edna Johnson, his wife, hereinafter called the Developer.

WHEREAS, the Developer retained the right to make certain amendments to said Declaration within one (1) year following the date of the recording of said Declaration without any action by the Unit Owners or Unit Mortgagees; and

WHEREAS, the Developer desires to correct an error with reference to the Street Address of said Condominium and to provide for the modification in the size of eight (8) of the Units in the North Building, known as Embassy North.

NOW, THEREFORE, the Developer does hereby amend said Declaration in the following respects:

ARTICLE I. To correct the street address of the Condominium from 125 University Avenue to 125 University Drive, West Bend, Wisconsin, 53095.

ARTICLE II. To modify the size of Units No. N-317, N-319 N-320 and N-322 so that N-317 and N-320 will have the interior room arrangement and exterior walls as shown on Exhibit N attached hereto; and that Units No. N-319 and N-322 will have the interior room arrangement and exterior walls as shown on Exhibit O, attached hereto.

ARTICLE III. To modify the size of Units No. N-315, N-318, N-313 and N-316 so that Units No. N-315 and N-313 will have the interior room arrangement and exterior walls as shown on Exhibit N, attached hereto; and that Units No. N-318 and N-316 will have the interior room arrangement and exterior walls as shown on Exhibit O attached hereto.

IN WITNESS WHEREOF, the said Aaron W. Johnson and Edna Johnson, his wife, have executed this Amendment on February 12, 1973.

In the presence of:

/s/ Lucille Schwemmer

/s/ Aaron W. Johnson (SEAL)

/s/ Helen Thompson

/s/ Edna Johnson (SEAL)

STATE OF FLORIDA)
: SS.
COUNTY OF LEE)

Personally came before me this 12 day of February, 1973, the above named Aaron W. Johnson and Edna Johnson, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

/s/ Gwendolyn L. Jones
Notary Public, Lee County, Florida
My Commission expires Nov. 19, 1976

This instrument was drafted by Attorney C. J. Schloemer of Schloemer, Schlaefer, Gordon & Alderson, S.C., Attorneys at Law, Corner of Sixth & Hickory, West Bend, Wisconsin 53095

CONSENT OF MORTGAGE HOLDER

Marine National Exchange Bank of Milwaukee, Milwaukee, Wisconsin, the holder of a mortgage from Aaron W. Johnson and Edna Johnson, his wife, dated June 1, 1971, and recorded in the Office of the Register of Deeds of Washington County, Wisconsin, on June 2, 1971, in Volume 498 of Records on Page 416 as Document No. 322098, and a mortgage from Aaron W. Johnson and Edna Johnson, his wife, dated January 1, 1972, and recorded in the Office of the Register of Deeds of Washington County, Wisconsin, on March 6, 1972, in Volume 514 of Records on Pages 295 to 297 inclusive, as Document No. 329448, hereby consents to the execution and recording of the foregoing amendment dated February 12, 1973, to the Declaration creating The Embassy Condominium Homes, and hereby submits its mortgages above referred to, to the above and foregoing amendment.

IN WITNESS WHEREOF, the said Bank has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at Milwaukee, Wisconsin, this 15th day of February, 1973.

MARINE NATIONAL EXCHANGE BANK OF MILWAUKEE

By /s/ Donald H. Griffin, Jr.
Vice President

Attested to:

/s/ Stanley J. Repinski
Assistant Cashier

STATE OF WISCONSIN)
: SS.
COUNTY OF MILWAUKEE)

I, a Notary Public, in and for said County and State, do hereby certify that Donald H. Griffin, Jr. and Stanley J. Repinski, respectively, of MARINE NATIONAL EXCHANGE BANK OF MILWAUKEE, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Assistant Cashier appeared before me this day and personally acknowledged that they signed, sealed, and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 15th day of February, 1973.

/s/ Bernadette McGill
Notary Public, Milwaukee Co., Wis.
My Commission expires 9-8-74

SECOND AMENDMENT TO DECLARATION

This Amendment to the Declaration of THE EMBASSY CONDOMINIUM HOMES, 125 University Drive, West Bend, Wisconsin, 53095, which Original Declaration was dated and acknowledged January 5, 1972, and recorded February 21, 1972, in the Office of the Register of Deeds of Washington County, Wisconsin, at 10:58 A.M. in Volume 513 of Records on Pages 327 to 378 inclusive, as Document No. 329025 by Aaron W. Johnson and Edna Johnson, his wife, hereinafter called the "Developer".

WHEREAS, the Developer is the owner of more than Seventy-five Per Cent (75%) of the Units in the Condominium and has the right under Section 18.12 of the Declaration to amend the Declaration in the respects hereinafter set forth.

NOW, THEREFORE, the Developers do hereby amend said Declaration in the following respects:

ARTICLE I. To create Section 9.13 - Assessment Against Developer, to read as follows:

Section 9.13. Assessment Against Developer. Notwithstanding any other provision in this Declaration, the Developer, as a Unit Owner, shall not be assessed for any monthly assessment under this ARTICLE IX against any Unit not occupied, leased or sold by the Developer except for a monthly stand-by charge of Six Dollars ($6.00) per month for each Unit until such Unit has been sold or leased, which stand-by charge against each Unit shall commence on the following dates which were the time when each building was substantially completed:

(a) Embassy - South June 1, 1972

(b) Embassy - North June 1, 1973

less credit for the sum of Three Thousand Fifty Dollars ($3,050.00), heretofore paid by Developer; and after March 1, 1974, when the Association is liable for annual renewal premiums of the property and public liability insurance of the Condominium, the Developer shall, in addition to such stand-by charge, pay the pro rata share of such premium for each Unit owned by him which is not then occupied, leased or sold.

ARTICLE II. To amend Section 13.15 - Developer Exempt, to read as follows:

Section 13.15. - Developer Exempt. The provisions of this ARTICLE shall not be applicable to or binding upon the Developer, his successor or assigns as Developer, until subsequent to the initial sale by the Developer of all of the Units which comprise the Condominium other than the Unit reserved for the Manager or custodian of the Condominium, or for the private use or investment of the Developer, as certified by him to the Association; and the Developer shall have the right, free of any of the restrictions in this ARTICLE XIII, and of Section 18.02, to re-purchase the Unit of any original owner and to again re-sell or lease the same.

ARTICLE III. To amend Section 14.10 - Animals and Pets, to read as follows:

Section 14.10. Animals and Pets. No pets, animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, kept or permitted in any Unit or in or on the Common Areas, after October 1, 1973, except as hereinafter permitted:

(a) small birds or fish, if and as permitted by the Rules and Regulations;

(b) the specific dogs and cat which are then kept in Units S-102, S-104, S-120, S-217, S-310 and N-217;

(c) the owners of such dogs and cat shall register the same with the Association and when any such dog or cat dies, is removed from the Unit or is disposed of such animal shall not be replaced or returned;

(d) such dogs and cat shall be kept on leash when outside of the owner's Unit and shall not be permitted to use any part of the Common Areas so as to create a nuisance or unreasonably interfere with the rights of other Unit owners or occupants.

ARTICLE IV. To amend Section 18.12 - Amendment of Declaration, to read as follows:

Section 18.12. Amendment of Declaration. The provisions of ARTICLE I, Section 7.01, Section 7.02, Section 7.03 and Section 15.02 of this Declaration may be amended by an instrument in writing signed and acknowledged by the Association, all of the Unit Owners and all mortgagees having a bona fide lien of record against any Units. All other provisions of this Declaration (except Sections 18.02 and 18.07, which may never be amended without the written consent of the Developer), may be amended by the Developer without any action by the Unit Owners or Unit Mortgagees while Developer owns Twenty Per Cent (20%) of the Units and, thereafter by an instrument in writing signed by the Owners of not less than Seventy-five Per Cent (75%) of the Units. All such amendments shall be effective upon recording the same in the office of the Register of Deeds of Washington County, Wisconsin; provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the ACT.

IN WITNESS WHEREOF, the said Aaron W. Johnson and Edna Johnson, his wife, have executed this Amendment on October 11,1973

In the presence of:

/s/ BETSY ANN BREITLING /s/ AARON W. JOHNSON (SEAL)

/s/ WM. TURNER /s/ EDNA JOHNSON (SEAL)

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 11th day of October, 1973, the above named Aaron W. Johnson and Edna Johnson, his wife, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

/s/ C. J. SCHLOEMER
Notary Public, Washington Co., Wis.
My commission is permanent.

This instrument was drafted by (SEAL)
Atty. C. J. Schloemer of
SCHLOEMER, SCHLAEFER & ALDERSON, S.C.,
West Bend, Wisconsin

CONSENT OF MORTGAGE HOLDER

Marine National Exchange Bank of Milwaukee, Milwaukee, Wisconsin, the holder of a mortgage from Aaron W. Johnson and Edna Johnson, his wife, dated June 1, 1971, and recorded in the Office of the Register of Deeds of Washington County, Wisconsin, on June 2, 1971, in Volume 498 of Records on Page 416 as Document No. 322098, and a mortgage from Aaron W. Johnson and Edna Johnson, his wife, dated January 1, 1972, and recorded in the Office of the Register of Deeds of Washington County, Wisconsin, on March 6, 1972, in Volume 514 of Records on Pages 295 to 297 inclusive, as Document No. 329448, hereby consents to the execution and recording of the foregoing amendment dated October 11, 1973, to the Declaration creating The Embassy Condominium Homes, and hereby submits its mortgages above referred to, to the above and foregoing amendment.

IN WITNESS WHEREOF the said Bank has caused this instrument to be signed by its duly authorized officers on its behalf.

Dated and executed at Milwaukee, Wisconsin, this 12 day of October, 1973.

MARINE NATIONAL EXCHANGE BANK OF MILWAUKEE
Milwaukee, Wisconsin

By /s/ DONALD GRIFFIN, JR.
DONALD GRIFFIN, JR., VICE PRESIDENT

Attested to:

(SEAL)

/s/ STANLEY J. REPINSKI
STANLEY J. REPINSKI, ASSISTANT CASHIER

STATE OF WISCONSIN)
: SS.
COUNTY OF MILWAUKEE)

I, a Notary Public, in and for said County and State, do hereby certify that DONALD GRIFFIN, JR. and STANLEY J. REPINSKI, respectively, of MARINE NATIONAL EXCHANGE BANK OF MILWAUKEE, a national banking association, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as VICE PRESIDENT and ASSISTANT CASHIER appeared before me this day and personally acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 12 day of October, 1973.

/s/ FLORENCE BENNING
FLORENCE BENNING

Notary Public, Milwaukee County, Wisconsin.

My commission expires 9-8-74

(SEAL)

609859

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3d Amendment to Declaration

DECLARATION OF UNIT TYPE CHANGES

I. RECITALS

1.1 The undersigned Daniel W. Bradley is the duly elected and acting President of the Embassy Condominium Homes Association, Inc., the association of unit owners for the Embassy Condominium Homes, a condominium existing under and by virtue of the Unit Ownership Act of the State of Wisconsin, and recorded by Declaration as such Condominium, on February 21, 1972, in the office of the Register of Deeds for Washington County, Wisconsin, in Volume 513 of Records on Pages 327 to 378 inclusive, as Document No. 329025, and as amended by Amendment to Declaration, recorded in said Register's Office on February 20, 1973, in Volume 536 of Records on Pages 624 to 630 inclusive, as Document No. 340154, and as amended by Amendment to Declaration recorded in said Register's Office on October 18, 1973, in Volume 553 of Records on Pages 47 to 51 inclusive, as Document No. 347836, said Condominium being located on the real estate described in said Declaration, and Amendments to Declaration.

1.2 The condominium units are classified under Section 3.04 of the Declaration into three "Types"; namely "Type A", "Type B" and "Type C" with each Type being representative of a different unit size and configuration. The first Amendment to Declaration as recorded on February 20, 1973 added unit Types D and E.

1.3 The first Amendment to Declaration as recorded on February 20, 1973 documented the unit type changes of the eight (8) units therein specified.

1.4 Prior to 1977, six (6) additional units, as herein specified and consisting of three (3) sets of two adjacent units, were physically modified by changing the Types of the units, but those changes were never documented and recorded.

1.5 The current owners of the six additional units affected by unit Type changes are as follows:

N301	Ruth E. Ronk
N302	Eleanor W. Nielsen 1992 Trust, Mark A. Nielsen, Trustee
N303	Aaron W. Johnson Irrevocable Trust U/A dated January 25, 1990 Charles H. Johnson, Trustee
N304	Todd E. Nielsen
S301	Arthur C. Schmid and Verna K. Schmid
S303	Arthur C. Schmid and Verna K. Schmid

RECORDED
AUG 20 8 20 AM '92
Dorothy A. Flemming
REGISTER OF DEEDS
OF WASHINGTON COUNTY WI

1.6 The changes in Types of the six additional units have been a matter of general knowledge to, and have been accepted by, the Association officers, directors and members ever since the time the unit Types were changed.

1.7 This Declaration is made for the purpose of documenting and recording the unit Type changes herein recited.

II. DECLARATION

2.1 Adjacent units N301 and N303 have been and are changed from Type A and Type C units respectively to Type D and Type E units respectively.

2.2 Adjacent units N302 and N304 have been and are changed from Type A and Type C units respectively to Type D and Type E units respectively.

2.3 Adjacent units S301 and S303 have been and are changed from Type A and Type C units respectively to Type D and Type E units respectively.

Dated this 12th day of August, 1992.

The Embassy Condominium
Homes Association, Inc.

By: Daniel W Bradley
Daniel W. Bradley, President

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 12th day of August, 1992, Daniel W. Bradley, President of the above named corporation, to me known to be such person and officer who executed the foregoing Declaration.

Notary Public, Washington Co., Wis.
My Commission Permanent

This document drafted by:

Atty. Aldwin H. Seefeldt
West Bend, WI 53095

+ Return To:
Schloemer Law Office.
P.O. Box 176
West Bend, WI 53095

OWNER CONSENT

The undersigned owners of the following units acknowledge the accuracy of the foregoing Declaration of Unit Type Changes and consent to the recording of the same.

N301 Ruth E. Ronk

N302 Eleanor W. Nielsen 1992 Trust
By: Mark A. Nielsen, Trustee

N303 Aaron W. Johnson Irrevocable Trust
U/A dated January 25, 1990
By: Charles H. Johnson, Trustee

N304 Todd E. Nielsen

S301 & S303 Verna K. Schmid

Arthur C. Schmid

Signatures authenticated this 19th day of August, 1992

James A. Spella
TITLE: Member State Bar of Wisconsin

554349

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Return to: Atty. Joan R. Beck
Schloemer Law Office
P. O. Box 176
West Bend, WI 53095

RECORDED
DEC 14 11 44 AM '93
REGISTER OF DEEDS
OF WASHINGTON COUNTY, WI

FOURTH AMENDMENT TO DECLARATION

THE EMBASSY CONDOMINIUM HOMES
125 UNIVERSITY DRIVE
WEST BEND, WISCONSIN 53095

The Embassy Condominium Homes is a condominium existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and the Declaration of Condominium recorded on February 21, 1972 in the office of the Register of Deeds for Washington County, Wisconsin in Volume 513 of Records beginning on Page 327 as Document No. 329025; as amended by the Amendment to Declaration recorded in said Register's office on February 20, 1973 in Volume 536 of Records beginning on Page 624 as Document No. 340154; as further amended by the Amendment to Declaration recorded in said Register's office on October 18, 1973 in Volume 553 of Records beginning on Page 47 as Document No. 347836; and as further amended by the Declaration of Unit Type Changes recorded in said Register's office on August 20, 1992 in Volume 1224 of Records beginning on Page 127 as Document No. 609859. The condominium is located on the real estate described in said Declaration and the amendments thereto.

The amended Declaration is hereby further amended in the following respects:

1. Section 3.05 of the Declaration, entitled "Identification of Units--Embassy South" is amended by removing the prefix "S" from each unit number and by adding the suffix "S" to each unit number.

2. Paragraph B of Section 3.05 of the Declaration is amended by renumbering units 125, 225 and 325 as units 126, 226 and 326 respectively.

3. Section 3.06 of the Declaration, entitled "Identification of Units--Embassy North" is amended by removing the prefix "N" from each unit number and by adding the suffix "N" to each unit number.

4. Paragraph B of Section 3.06 of the Declaration is amended by renumbering units 125, 225 and 325 as units 126, 226 and 326 respectively.

5. Section 4.06 of the Declaration entitled "Windows and Doors" is deleted.

6. Section 6.02 of the Declaration, entitled "Special Limited Common Areas" is amended by modifying subparagraph A. to read:

   A. Patios and balconies outside each Unit and the doors providing access to them.

7. Article XII of the Declaration entitled "Maintenance, Repair and Replacement of Units and Common Elements" is amended in the following respects:

(i) the introduction to Section 12.01 is amended to read:

Section 12.01. - By the Association. Except as otherwise provided in Section 12.02 hereof, the Association shall, as part of the Common Expense, be responsible for the following:

(ii) Paragraph A of Section 12.01 is amended to read:

A. The maintenance, repair and replacement of all Common Areas, and of those portions, if any, of each Unit which contribute to the structural support of the building.

(iii) The introduction to Section 12.02 is amended to read:

Section 12.02. - By the Unit Owners. Each Unit Owner shall, at his own expense, furnish and be responsible for the following:

(iv) Paragraph C of Section 12.02 is created to read:

C. All of the maintenance, repair and replacement of Special Limited Common Areas as described in amended Section 6.02 hereof, except that the replacement of items specified in paragraphs A, B and C of Section 6.02 shall be subject to the prior approval of the Association Board of Directors.

8. Section 14.06 of the Declaration entitled "Occupancy Restrictions" is amended to read:

Section 14.06. - Occupancy Restrictions. Each unit may be occupied by not more than two persons per bedroom. for the purposes of this section a den is not a bedroom.

9. Section 15.07 of the Declaration entitled "Members of the Board of Directors" is amended to read:

Section 15.07. - Members of the Board of Directors. The By-Laws shall at all times provide that not more than one member of the Board of Directors may be a person other than a unit owner.

CERTIFICATE

I, Daniel W Bradley, being the President of The Embassy Condominium Homes Association, Inc. (the "Association") do hereby certify that:

1. All of the owners of at least two-thirds of the units have consented to and approved of this Amendment No. 4 and revised By-Laws in writing.

2. The units represented by the above consents and approvals are not mortgaged.

3. The signed consents and approvals are on file with the Secretary of the Association.

Signed this 11 day of December 1993.

Daniel W Bradley

Daniel W. Bradley, President

Attest:

Verna C. Schmid

Verna Schmid, Secretary

Signatures of Daniel W. Bradley and Verna Schmid authenticated this 14th day of December, 1993

Joan R. Beck
Title: Member, State Bar of Wisconsin

DRAFTED BY:
Attorney Joan R. Beck
Schloemer, Alderson, Seefeldt
& Spella, S.C.
101 South Sixth Avenue
West Bend, Wisconsin 53095

ARTICLES OF INCORPORATION
(AS AMENDED BY AMENDMENT NO. I)

OF

THE EMBASSY CONDOMINIUM HOMES ASSOCIATION, INC.

ARTICLE I. Name

The name of the corporation is THE EMBASSY CONDOMINIUM HOMES ASSOCIATION, INC., hereafter called the "Association".

ARTICLE II. Principal Office

The principal office of the Association is located at 125 University Drive, West Bend, Wisconsin, 53095.

ARTICLE III. Registered Agent

William Turner, whose address is 1773 Barton Avenue, West Bend, Wisconsin, 53095, is hereby appointed the initial registered agent of this Association.

ARTICLE IV. Incorporator

The name and address of the Incorporator is Aaron W. Johnson, 555 Ridge Road, West Bend, Wisconsin 53095.

ARTICLE V. Purpose and Powers of the Association.

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Condominium Units, Condominium Buildings, Common Areas and Limited Common Areas, constituting THE EMBASSY CONDOMINIUM HOMES located on that certain tract of land described as follows:

> CERTIFIED SURVEY MAP NO. 402, recorded in the Washington County Registry on June 22, 1971, in Volume 2 of Certified Survey Maps on page 273, as Document No. 322648, being that part of the West one-half of the Northeast Quarter of Section 15, Town 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin, described as follows:
>
> Commencing at the North Quarter corner of said Section 15; thence S 01° 10' 49" E along the West side of said Quarter Section 510.80 feet; thence N89° 46' 40" E parallel with the North side of said Quarter Section, 40.00 feet to the point of beginning of the tract herein described; thence continuing N 89° 46' 40" E parallel with the North side of said Quarter Section 410.00 feet; thence S 13° 13' 50" E, 645.00 feet; thence S 09° 15' E, 463.48 feet; thence S89° 33' 27" W, 410.00 feet; thence N 01° 10' 49" W, 252.80 feet; thence S 89° 33' 27" W, 200.00 feet; thence N 01° 10' 49" W, along the Easterly side of University Drive, 836.65 feet to the point of beginning.

ARTICLE VI. Membership

Every person or entity who is a record owner of a Unit of THE EMBASSY CONDOMINIUM HOMES, situated on the real estate described above, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Unit of THE EMBASSY CONDOMINIUM HOMES.

ARTICLE VII. Voting Rights

The Association shall have one class of voting members who shall be the owners, including the developer, of the Units of THE EMBASSY CONDOMINIUM HOMES, and shall be entitled to one vote for each Unit owned. When more than one person owns an interest in any Unit, all such persons shall be members but the vote for such Unit shall be exercised as they, among themselves, may determine; but in no event shall more than one vote be cast with respect to any Unit and there shall be no split votes. Prior to the time of any meeting at which a vote is to be taken each Unit having co-owners shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority applicable to all votes until rescinded.

ARTICLE VIII. Board of Directors

The affairs of this Association shall be managed by a Board of not less than five (5) Directors, who need not be members of the Association. The number of directors may be changed, from time to time, by the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Aaron W. Johnson	555 Ridge Road West Bend, Wisconsin, 53095
Edna S. Johnson	555 Ridge Road West Bend, Wisconsin, 53095
William Turner	1773 Barton Avenue West Bend, Wisconsin, 53095
Herbert P. Matenaer	609 Roosevelt Drive West Bend, Wisconsin, 53095
Dale W. Norstrant	125 University Drive West Bend, Wisconsin, 53095

ARTICLE IX. Dissolution

The Association may be dissolved by the affirmative approval of not less than two-thirds (2/3) of the voting members. Upon dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X. Duration

The Association shall exist perpetually.

ARTICLE XI. Amendments

Amendment to these Articles shall require the consent of seventy-five percent (75%) of the votes as provided in Article VII.

Original Articles of Incorporation dated January 5, 1972.

Amendment No. I--Correcting Description--dated March 4, 1972.

This instrument was drafted by:

Attorney C. J. Schloemer
Corner of Sixth & Hickory
West Bend, Wisconsin 53095

ARTICLES OF INCORPORATION
(AS AMENDED BY AMENDMENT NO. I)

OF

THE EMBASSY CONDOMINIUM HOMES ASSOCIATION, INC.

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William Turner, whose address is 1773 Barton Avenue, West Bend, Wisconsin, 53095, is hereby appointed the initial registered agent of this Association.

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The name and address of the Incorporator is Aaron W. Johnson, 555 Ridge Road, West Bend, Wisconsin 53095.

ARTICLE V. Purpose and Powers of the Association.

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the Condominium Units, Condominium Buildings, Common Areas and Limited Common Areas, constituting THE EMBASSY CONDOMINIUM HOMES located on that certain tract of land described as follows:

> CERTIFIED SURVEY MAP NO. 402, recorded in the Washington County Registry on June 22, 1971, in Volume 2 of Certified Survey Maps on page 273, as Document No. 322648, being that part of the West one-half of the Northeast Quarter of Section 15, Town 11 North, Range 19 East, City of West Bend, Washington County, Wisconsin, described as follows:
>
> Commencing at the North Quarter corner of said Section 15; thence S 01° 10' 49" E along the West side of said Quarter Section 510.80 feet; thence N89° 46' 40" E parallel with the North side of said Quarter Section, 40.00 feet to the point of beginning of the tract herein described; thence continuing N 89° 46' 40" E parallel with the North side of said Quarter Section 410.00 feet; thence S 13° 13' 50" E, 645.00 feet; thence S 09° 15' E, 463.48 feet; thence S89° 33' 27" W, 410.00 feet; thence N 01° 10' 49" W, 252.80 feet; thence S 89° 33' 27" W, 200.00 feet; thence N 01° 10' 49" W, along the Easterly side of University Drive, 836.65 feet to the point of beginning.

and to promote the health, safety and welfare of the unit owners and residents of THE EMBASSY CONDOMINIUM HOMES and for that purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Condominium Declaration, applicable to the property described above and recorded or to be recorded in the Office of the Register of Deeds of Washington County, Wisconsin, as the same may be amended from time to time as therein provided;

(b) fix, levy, collect and enforce payment by any lawful means, of all charges or assessments pursuant to the terms of the Condominium Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire, by gift, purchase or otherwise, and own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the consent of two-thirds (2/3) of the entire membership of the Association, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any of the Common Areas to any public agency, authority or utility, for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless authorized by two-thirds (2/3) of the entire membership of the Association entitled to vote;

(f) assign particular portions of Common Areas for storage purposes and for automobile parking for the exclusive use by Owners of particular Units and their respective lessees;

(g) have and to exercise any and all powers, rights and privileges which a non-profit corporation organized under the Wisconsin Non-Profit Corporation Law may by law now or hereafter have or exercise;

(h) have and to exercise any and all powers, rights and privileges granted to an Association of Unit Owners by the Unit Ownership Act of Wisconsin, as amended from time to time.

ARTICLE VI. Membership

Every person or entity who is a record owner of a Unit of THE EMBASSY CONDOMINIUM HOMES, situated on the real estate described above, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership in the Association shall be appurtenant to and may not be separated from ownership of any Unit of THE EMBASSY CONDOMINIUM HOMES.

ARTICLE VII. Voting Rights

The Association shall have one class of voting members who shall be the owners, including the developer, of the Units of THE EMBASSY CONDOMINIUM HOMES, and shall be entitled to one vote for each Unit owned. When more than one person owns an interest in any Unit, all such persons shall be members but the vote for such Unit shall be exercised as they, among themselves, may determine; but in no event shall more than one vote be cast with respect to any Unit and there shall be no split votes. Prior to the time of any meeting at which a vote is to be taken each Unit having co-owners shall file the name of the voting co-owner with the Secretary of the Association in order to be entitled to a vote at such meeting, unless such co-owners have filed a general voting authority applicable to all votes until rescinded.

ARTICLE VIII. Board of Directors

The affairs of this Association shall be managed by a Board of not less than five (5) Directors, who need not be members of the Association. The number of directors may be changed, from time to time, by the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

NAME	ADDRESS
Aaron W. Johnson	555 Ridge Road West Bend, Wisconsin, 53095
Edna S. Johnson	555 Ridge Road West Bend, Wisconsin, 53095
William Turner	1773 Barton Avenue West Bend, Wisconsin, 53095
Herbert P. Matenaer	609 Roosevelt Drive West Bend, Wisconsin, 53095
Dale W. Norstrant	125 University Drive West Bend, Wisconsin, 53095

ARTICLE IX. Dissolution

The Association may be dissolved by the affirmative approval of not less than two-thirds (2/3) of the voting members. Upon dissolution of the Association, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE X. Duration

The Association shall exist perpetually.

ARTICLE XI. Amendments

Amendment to these Articles shall require the consent of seventy-five percent (75%) of the votes as provided in Article VII.

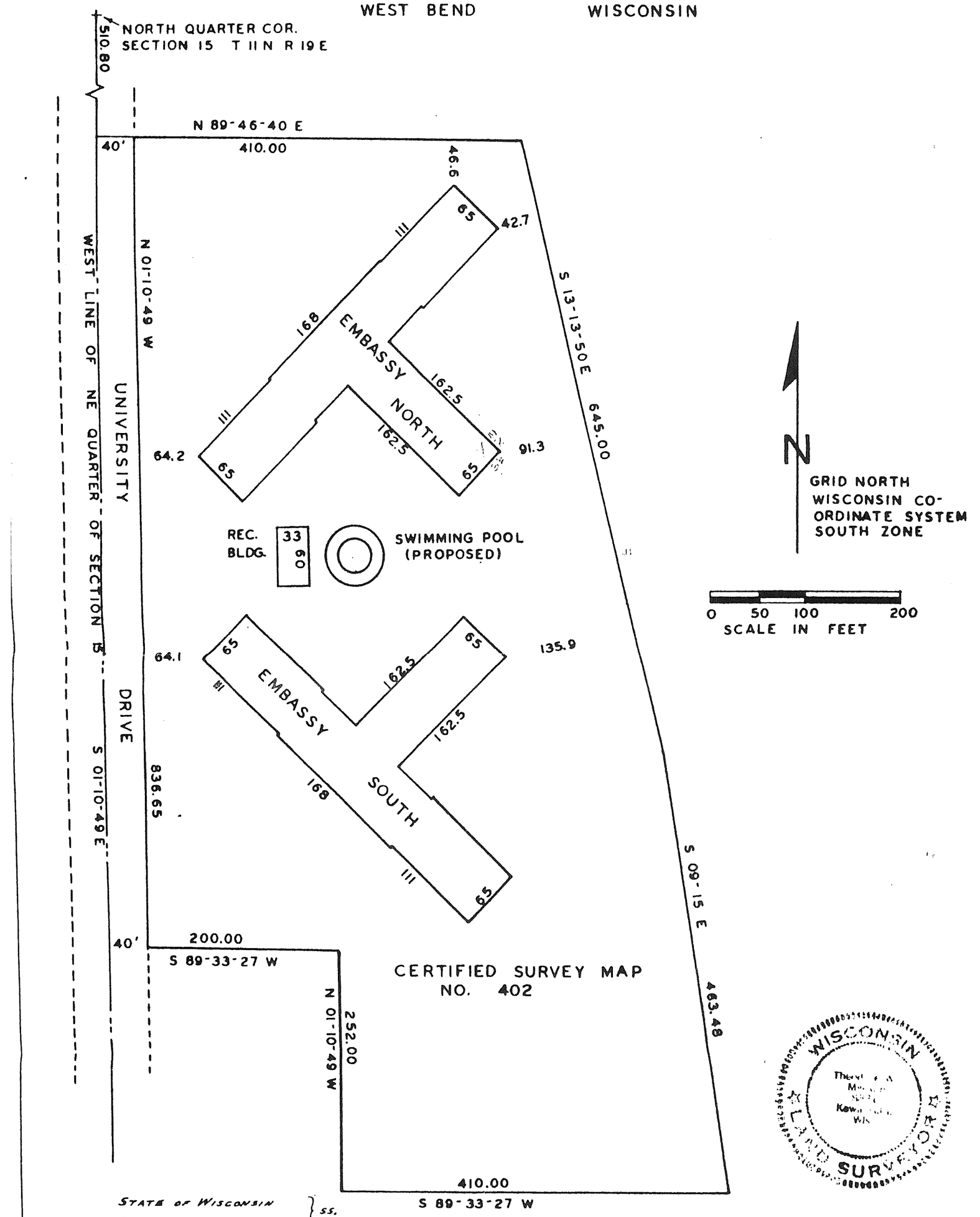
Original Articles of Incorporation dated January 5, 1972.

Amendment No. I--Correcting Description--dated March 4, 1972.

This instrument was drafted by:

Attorney C. J. Schloemer
Corner of Sixth & Hickory
West Bend, Wisconsin 53095

THE EMBASSY CONDOMINIUM HOMES
125 UNIVERSITY DRIVE
WEST BEND WISCONSIN



CERTIFIED SURVEY MAP
NO. 402

WISCONSIN
LAND SURVEYOR

STATE OF WISCONSIN } ss.
COUNTY OF WASHINGTON }

I, Theodore W. Meilahn, Land Surveyor, do hereby certify that I have made the above PLAT OF SURVEY and that the information as shown hereon is a true and correct representation thereof.

DATED this 15TH day of OCTOBER, 1971

Theodore W. Meilahn

Theodore W. Meilahn S 831

Fx A

...EAST HALF OF SECTION FIFTEEN (15), TOWNSHIP ...
...BOUNDED BY A LINE DESCRIBED AS FOLLOWS:

...650 FEET EAST OF THE NORTH QUARTER POST ...
...NORTH LINE 434 FEET, THENCE SOUTH 400 FEET; ...
...WEST LINE OF THE W½ OF THE SE¼ OF SAID SECTION; ...
...5 FEET NORTH OF THE EAST AND WEST QUARTER ...
...OF SAID EAST AND WEST QUARTER LINE TO A ...
...NORTH ON SAID WEST LINE TO A POINT 510.00 ...
...FROM THE SOUTHWEST CORNER OF THE ...
...THENCE EAST PARALLEL WITH THE SOUTH LINE ...
...RECORDED IN VOLUME 108 OF DEEDS ON PAGE 83 ...
...EAST LINE OF THE PREMISES DESCRIBED IN ...
...SECTION LINE. EXCEPTING THEREFROM THE NORTH ...
...FIFTY IN VOLUME 93 OF DEEDS ON PAGE 267, AND ...
...IN VOLUME 310 OF RECORDS ON PAGE 61. ...
...IN THE CONVEYANCE TO WEST ALLIS REALTY

N

SCALE 1" = 40'

PROPOSED U.S. HIGHWAY 45 R.W.

68 CARS

TOTAL 150 CARS @ 10'6" SPACES

82 CARS

19 CARS

10'6" TYP.

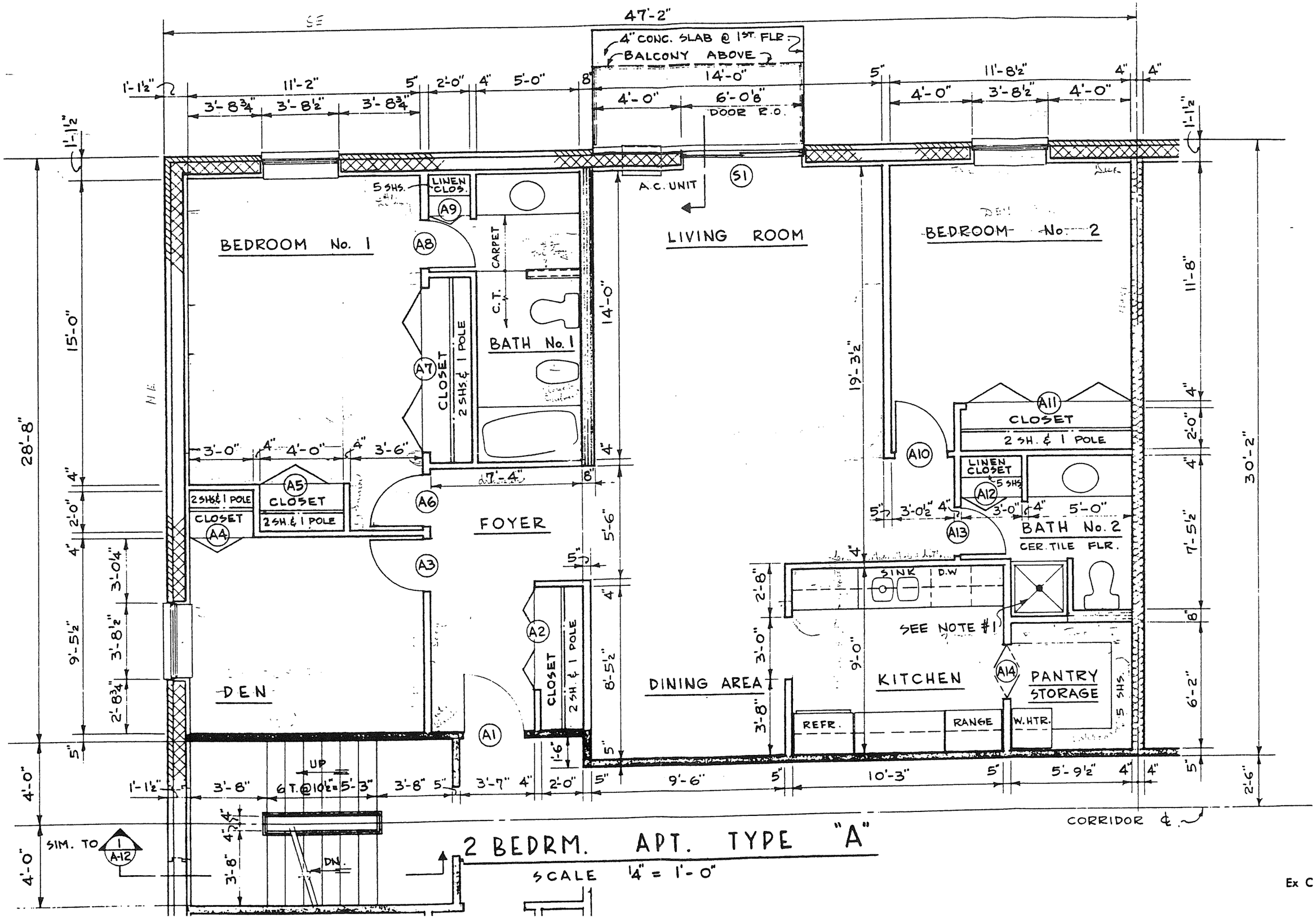
6" FIRE HYDRANT

T/WALL ELEV. 996.00

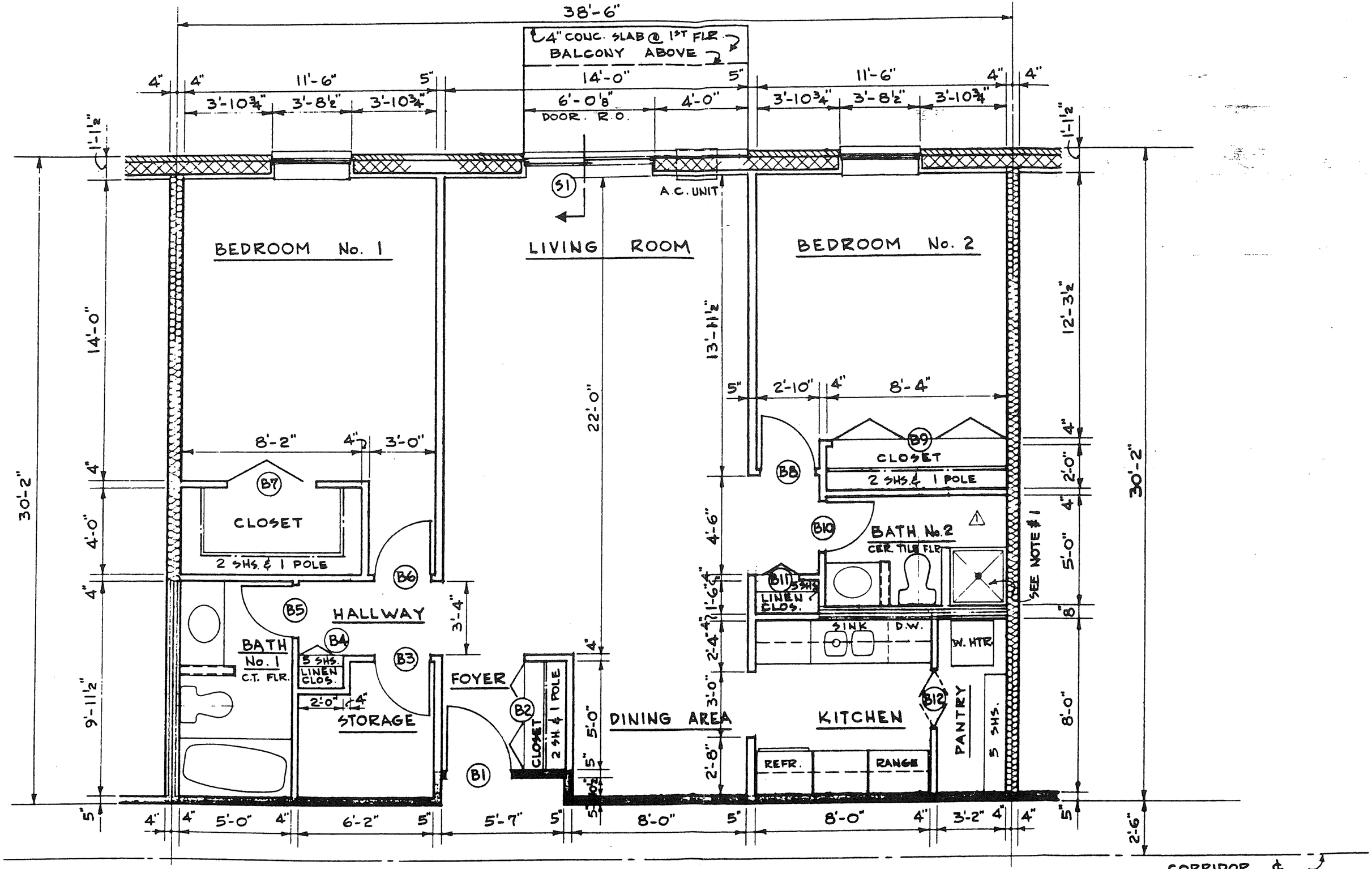
T/WALL ELEV. 994.00

2 BEDRM. APT. TYPE "A"

SCALE 1/4" = 1'-0"



Ex C



2 BEDRM. APT. TYPE "B"

SCALE 1/4" = 1'-0"

Ex D

38'-6"

4" CONC. SLAB @ 1ST FLR.

BALCONY ABOVE

4" 4" 11'-6" 5" 14'-0" 5" 11'-6" 4" 4"

3'-10¾" 3'-8½" 3'-10¾" 6'-0⅛" 4'-0" 3'-10¾" 3'-8½" 3'-10¾"

DOOR R.O.

1'-1½"

(S1) 1 A-15

A.C. UNIT

BEDROOM No. 1

LIVING ROOM

BEDROOM No. 2

14'-0"

22'-0"

13'-11½"

12'-3½"

30'-2"

8'-2" 4" 3'-0"

C7

CLOSET

2 SHS & 1 POLE

4'-0"

4"

9'-11½"

C6

C5

3'-4"

BATH No. 1

C.T. FLR.

C4

5 SHS. LINEN CLOS.

FOYER

4"

2 SH. & 1 POLE

C3

C2

5'-0"

DINING AREA

C1

4" 1⅛" 5'-9" 2'-0"

10½" 5"

2'-4"

5"

4" 4" 5'-0" 5" 2'-4" 10'-1" 5" 10'-0" 5" 8'-0" 4" 3'-2" 4" 4" 5"

C9

CLOSET

2 SHS. & 1 POLE

C8

4'-6"

C10

BATH No 2

CER. TILE FLR.

C11

LINEN CLOS.

1'-6" 4"

2'-4" 4"

3'-0"

SINK DW.

W. HTR.

C12

PANTRY

5 SHS

2'-8"

REFR.

RANGE

KITCHEN

SEE NOTE #1

4" 2'-0" 4" 5'-0" 8" 8'-0"

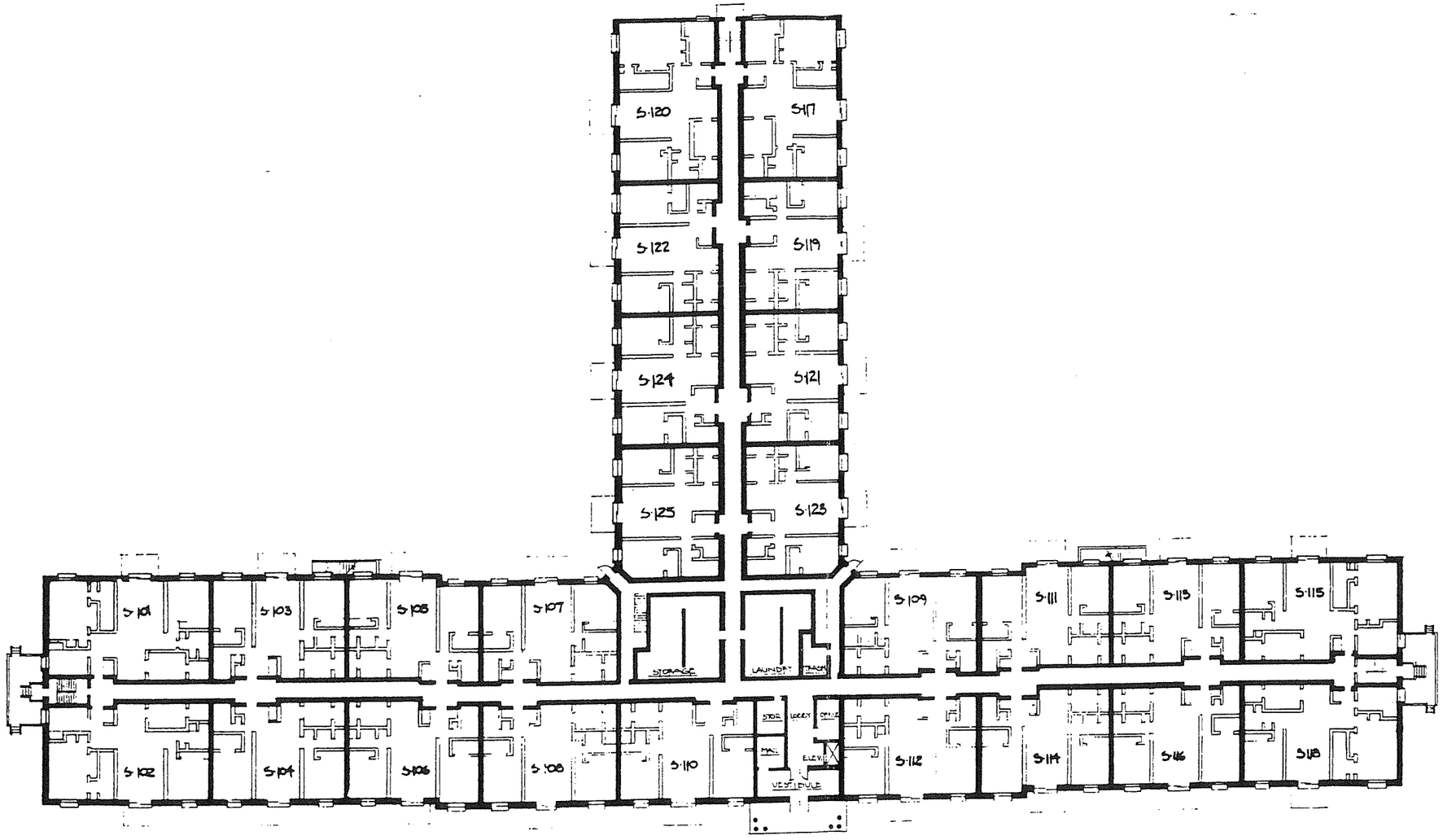
2'-6"

CORRIDOR &

2 BEDRM. APT. TYPE "C"

NOTE:
SEE DRWG. A-3 FOR APT. TYPES C1, C1R, C2 & C3

Ex E



FIRST FLOOR PLAN

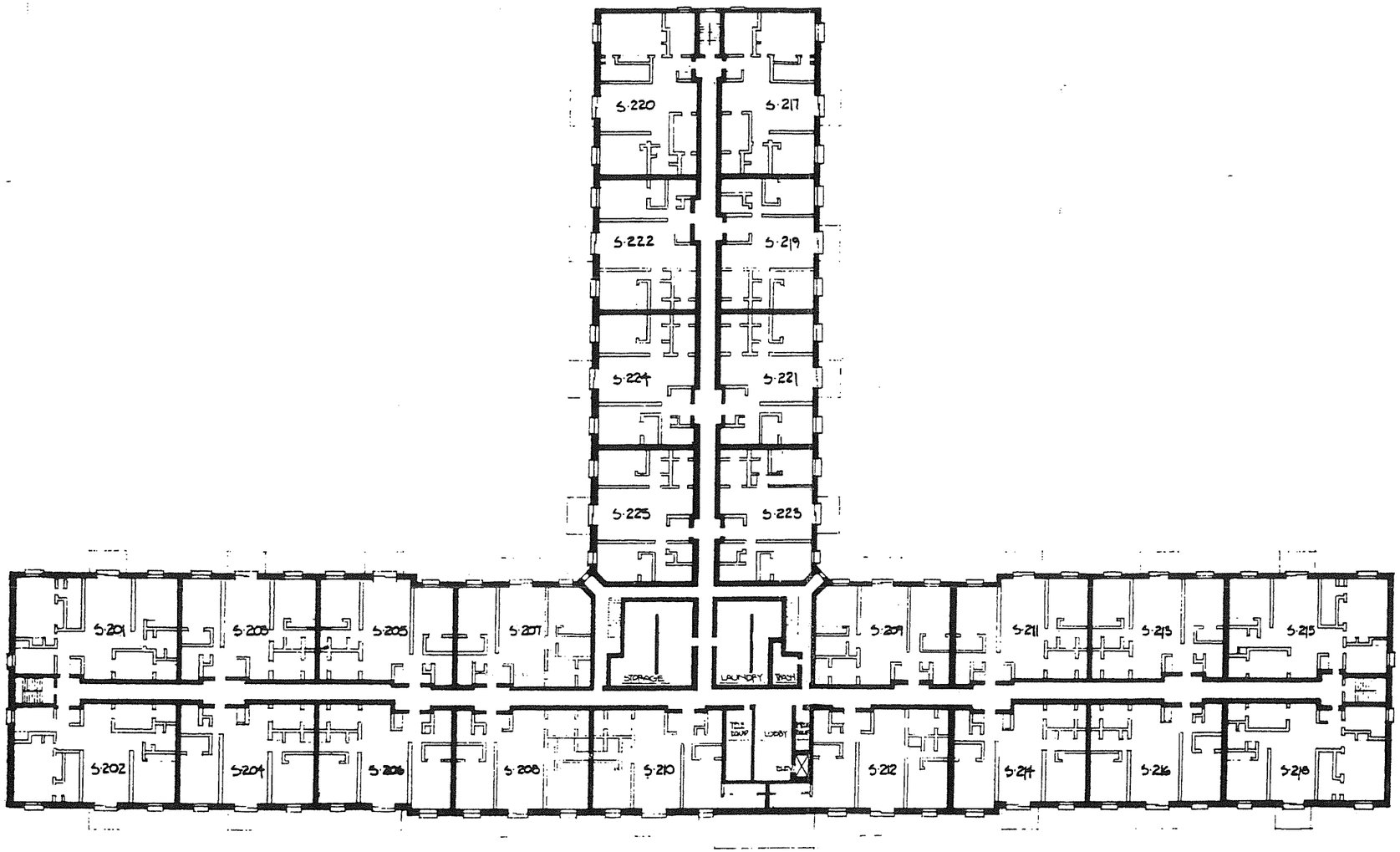
EMBASSY SOUTH

0 10 20 30 40

J. J. DEUTSCH REGISTERED WISCONSIN PROFESSIONAL ENGINEER

	COLLINGS ENGINEERS, INC. CONSULTING ENGINEERS	660 E. MASON STREET MILWAUKEE, WISCONSIN BROADWAY 6-4067	THE EMBASSY CONDOMINIUM HOMES MR. APPON N. JOHNSON WEST BEND, WISCONSIN	REVISIONS	CONTRACT NO. 70-563 DATE MAY 19, 1971 DRN. JD DES. DEE CHK.	FIRST FLOOR PLAN SOUTH	

Ex F



SECOND FLOOR PLAN

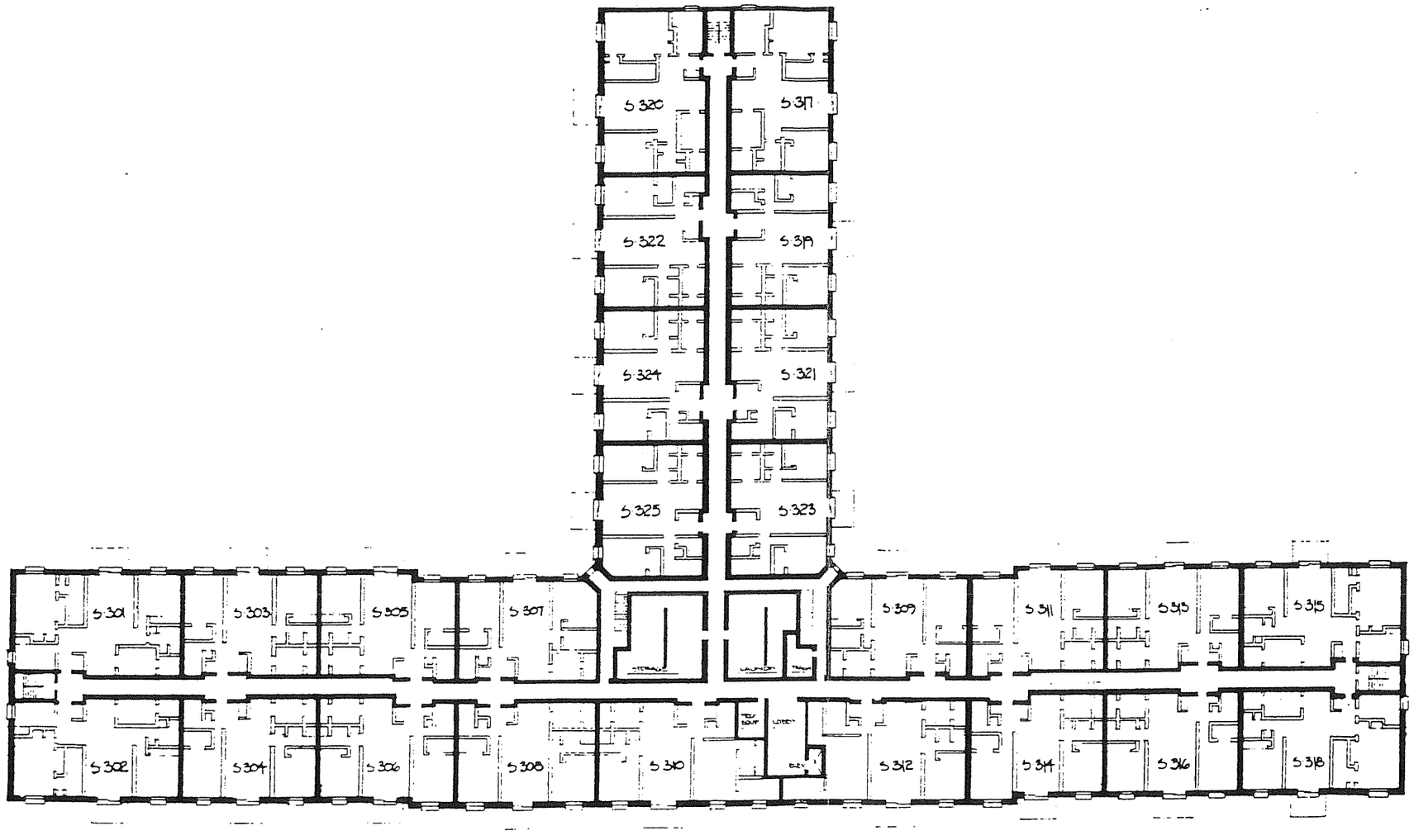
EMBASSY SOUTH

0 10 20 30 40

WISCONSIN J. W. DEUTSCH MILWAUKEE, WISCONSIN PROFESSIONAL ENGINEER

COLLINGS ENGINEERS, INC. CONSULTING ENGINEERS	648 E. MASON STREET MILWAUKEE, WISCONSIN BROADWAY 6-4867	THE EMBASSY CONDOMINIUM HOMES MR. ARTON W. JOHNSON WEST BEND, WISCONSIN	REVISIONS	CONTRACT NO. 70-563 DATE MAY. 19, 1971 BY JD DATE DEC '71	SECOND FLOOR PLAN SOUTH

Ex G



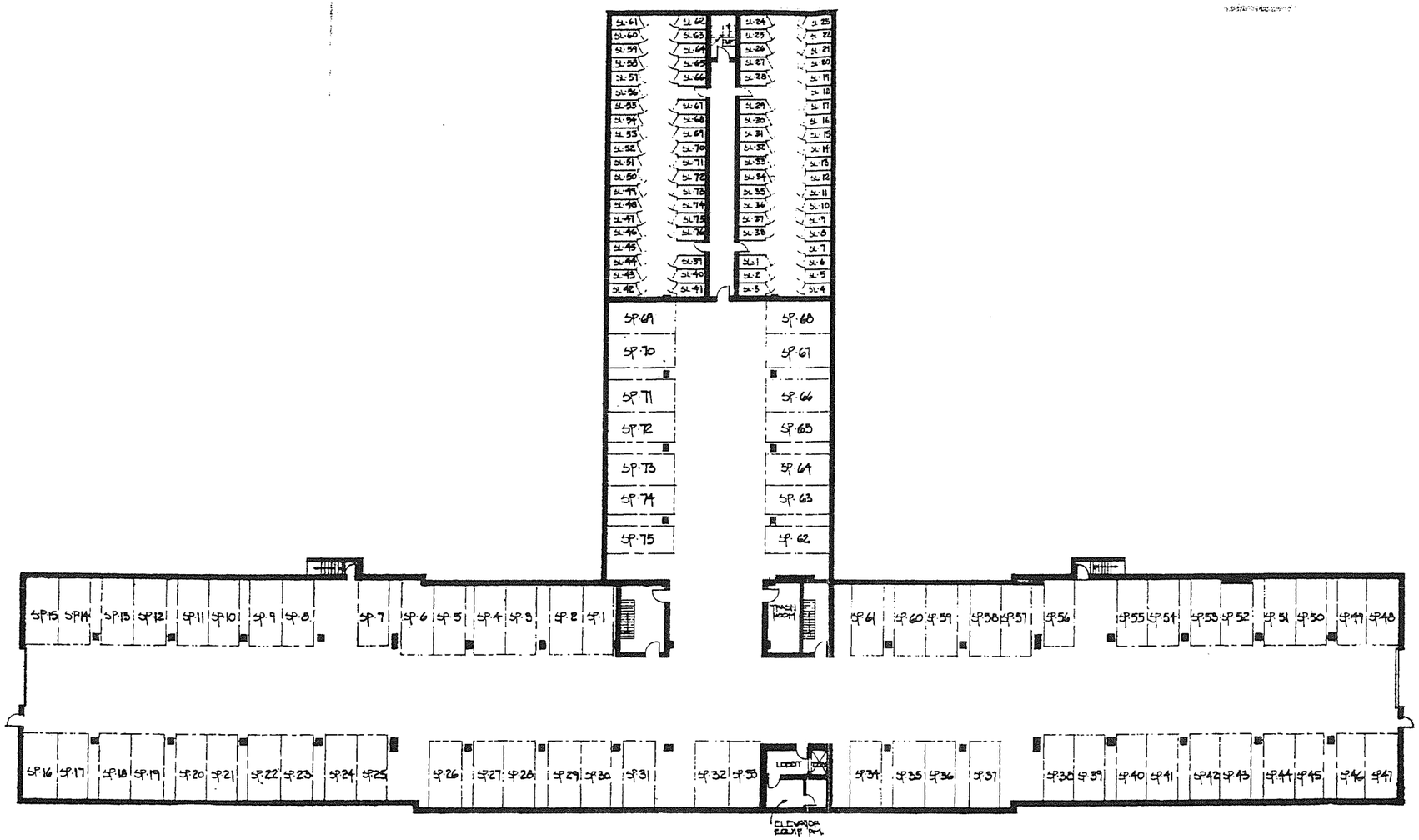
THIRD FLOOR PLAN
EMBASSY SOUTH

0 10 20 30 40

WISCONSIN
J. J. DEUTSCH
REGISTERED
PROFESSIONAL ENGINEER

COLLINGS ENGINEERS, INC. CONSULTING ENGINEERS — 660 E. MASON STREET, MILWAUKEE, WISCONSIN, BROADWAY 6-4067	THE EMBASSY CONDOMINIUM HOMES MR. APPON N. JOHNSON WEST BEND, WISCONSIN		CONTRACT NO. 70-560 DATE MAY 19, 1971	THIRD FLOOR PLAN SOUTH

Ex H



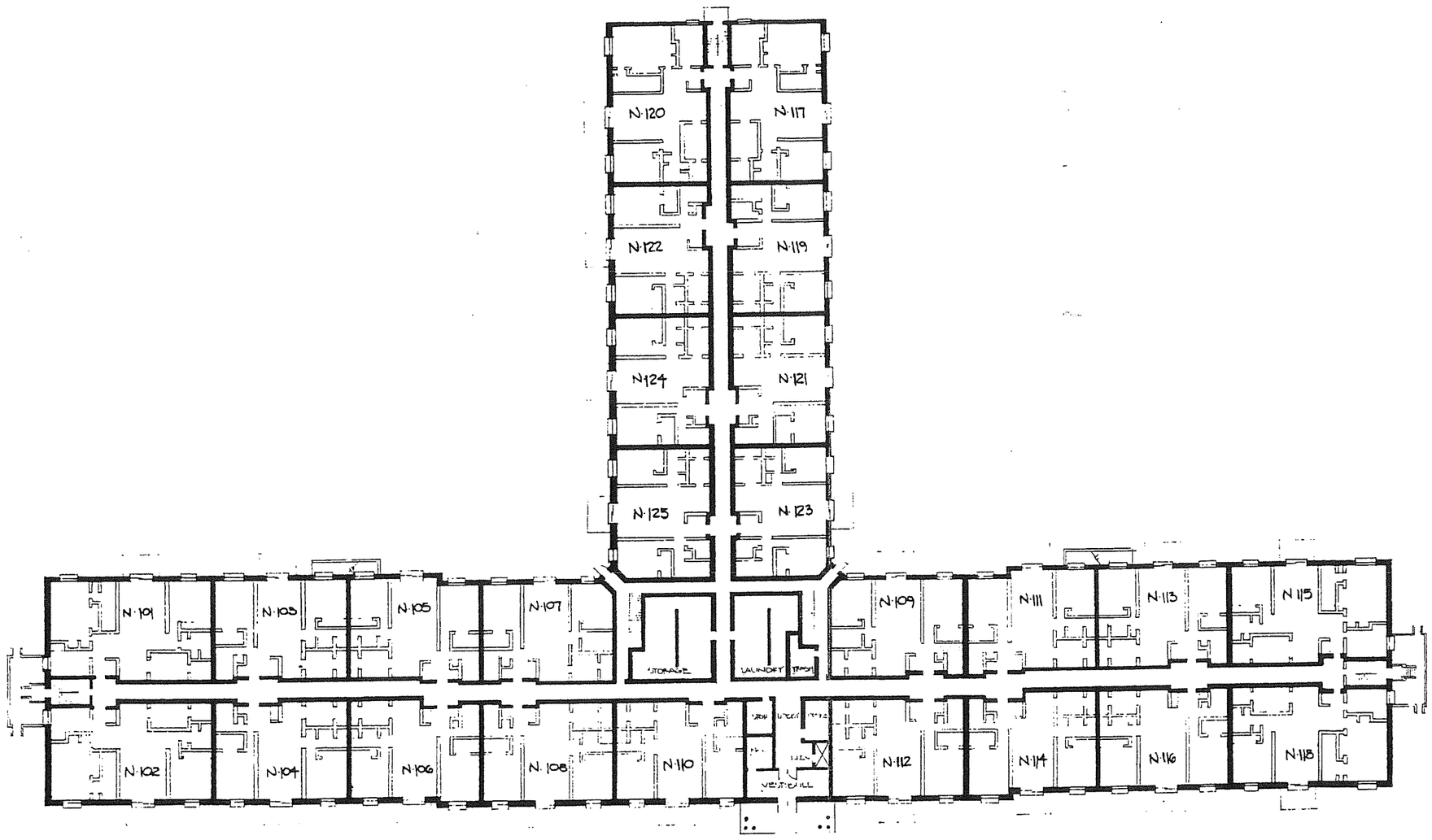
EMBASSY SOUTH
BASEMENT FLOOR PLAN

0 10 20 30 40

J. J. DEUTSCH MILWAUKEE WISCONSIN REGISTERED PROFESSIONAL ENGINEER

GOLLINGS ENGINEERS, INC. CONSULTING ENGINEERS	660 E. MASON STREET MILWAUKEE, WISCONSIN BROADWAY 6-4987	THE EMBASSY CONDOMINIUM HOMES for MR. AARON W. JOHNSON WEST BEND. WISCONSIN		CONTRACT NO. 70-563 DATE MAY 19-1971 DRN. JS CHK'D DATE	BASEMENT FLOOR PLAN SOUTH

Ex 1



FIRST FLOOR PLAN

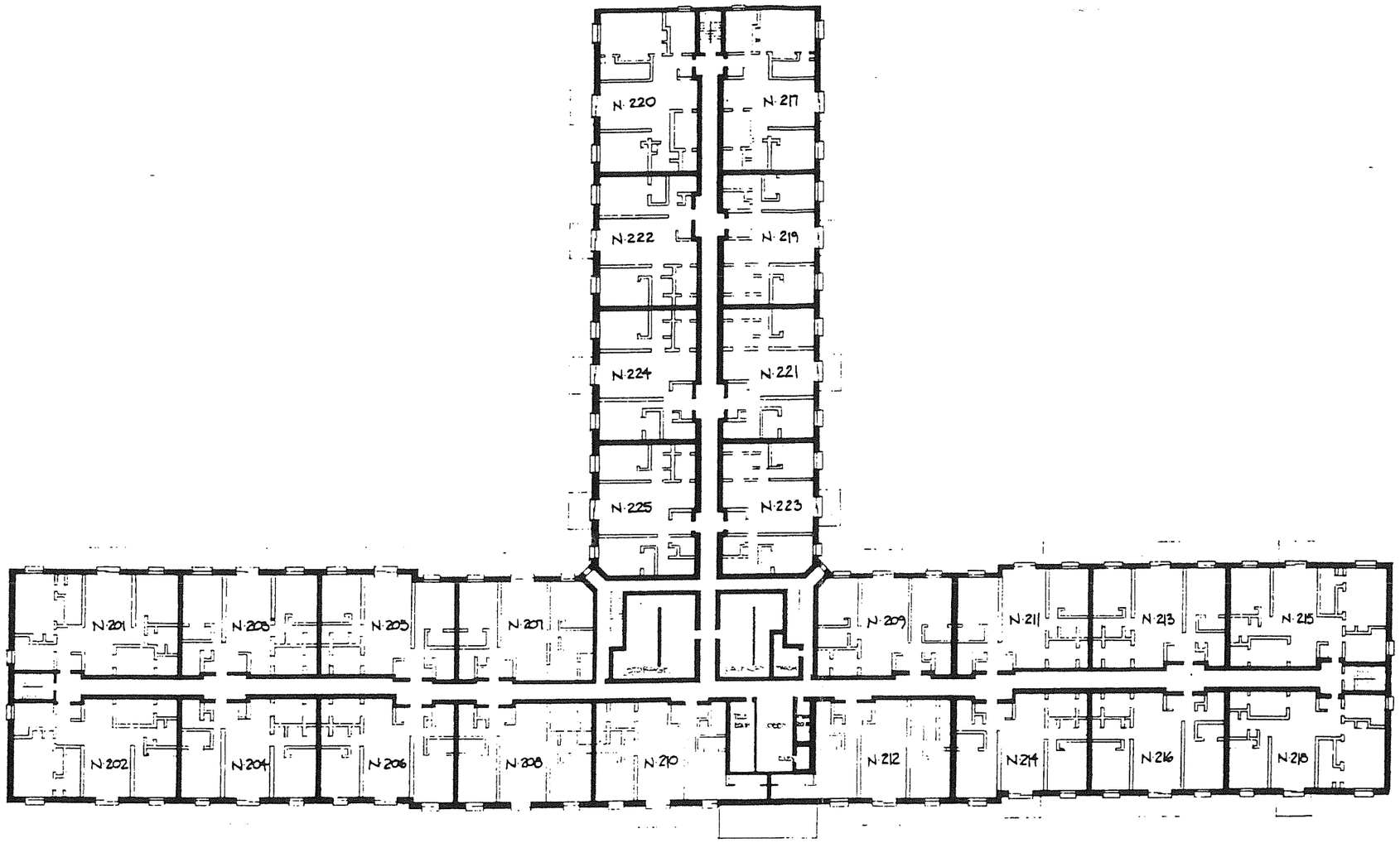
EMBASSY NORTH

0 10 20 30 40

WISCONSIN
J. J. DEUTSCH
MILWAUKEE, WISCONSIN
PROFESSIONAL ENGINEER

COLLINGS ENGINEERS, INC. CONSULTING ENGINEERS	660 E. MASON STREET MILWAUKEE, WISCONSIN BROADWAY 6-4867	THE EMBASSY CONDOMINIUM HOMES MR. ARRON W. JOHNSON WEST BEND, WISCONSIN	REVISIONS	CONTRACT NO. 70-563 DATE MAY 19, 1971 DES. JD DR'N DFF CHK'D	FIRST FLOOR PLAN NORTH

Ex J



SECOND FLOOR PLAN

EMBASSY - NORTH

1" = 10 20 30 40

COLLINGS ENGINEERS INC.
CONSULTING ENGINEERS
600 E. MASON STREET
MILWAUKEE, WISCONSIN
BROADWAY 6-4607

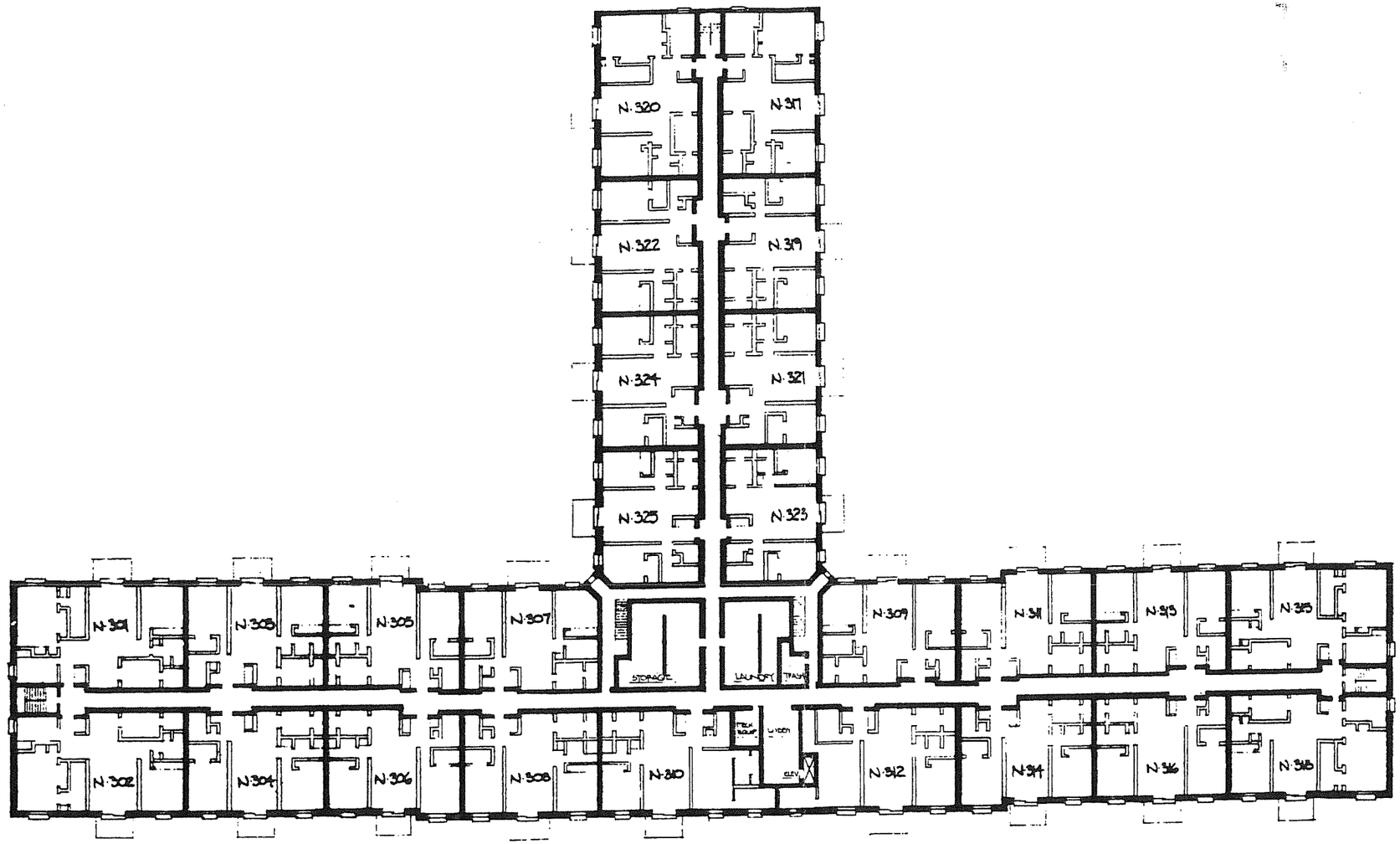
THE EMBASSY CONDOMINIUM HOMES
MR. APPOL - W. JOHNSON
WEST BEND, WISCONSIN

REVISIONS

CONTRACT NO. 70-560
DATE MAY 19 1971
JOB DWG. DATE

SECOND FLOOR PLAN
NORTH

Ex K



THIRD FLOOR PLAN

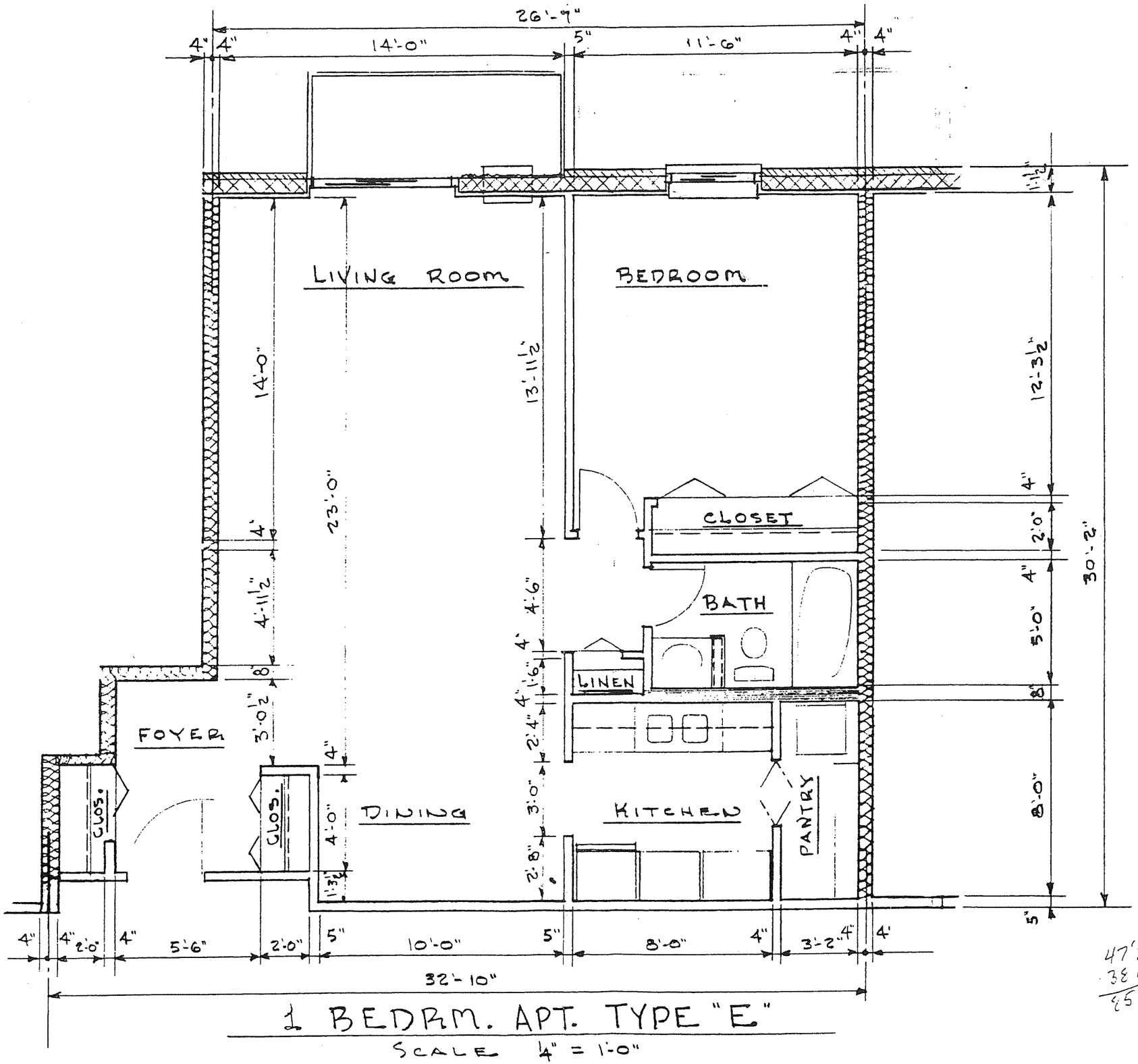
EMBASSY - NORTH

0 10 20 30 40

WISCONSIN PROFESSIONAL ENGINEER J.J. DEUTSCH MILWAUKEE WISCONSIN

COLLINGS ENGINEERS. INC. CONSULTING ENGINEERS	668 E. MASON STREET MILWAUKEE, WISCONSIN BROADWAY 6-4867	THE EMBASSY CONDOMINIUM HOMES MR. ARTON W. JOHNSON WEST BEND, WISCONSIN	REVISIONS	CONTRACT NO. 70-565 DATE MAY 19, 1971 DES. JB DET. DEE CHK.	THIRD FLOOR PLAN NORTH

Ex L

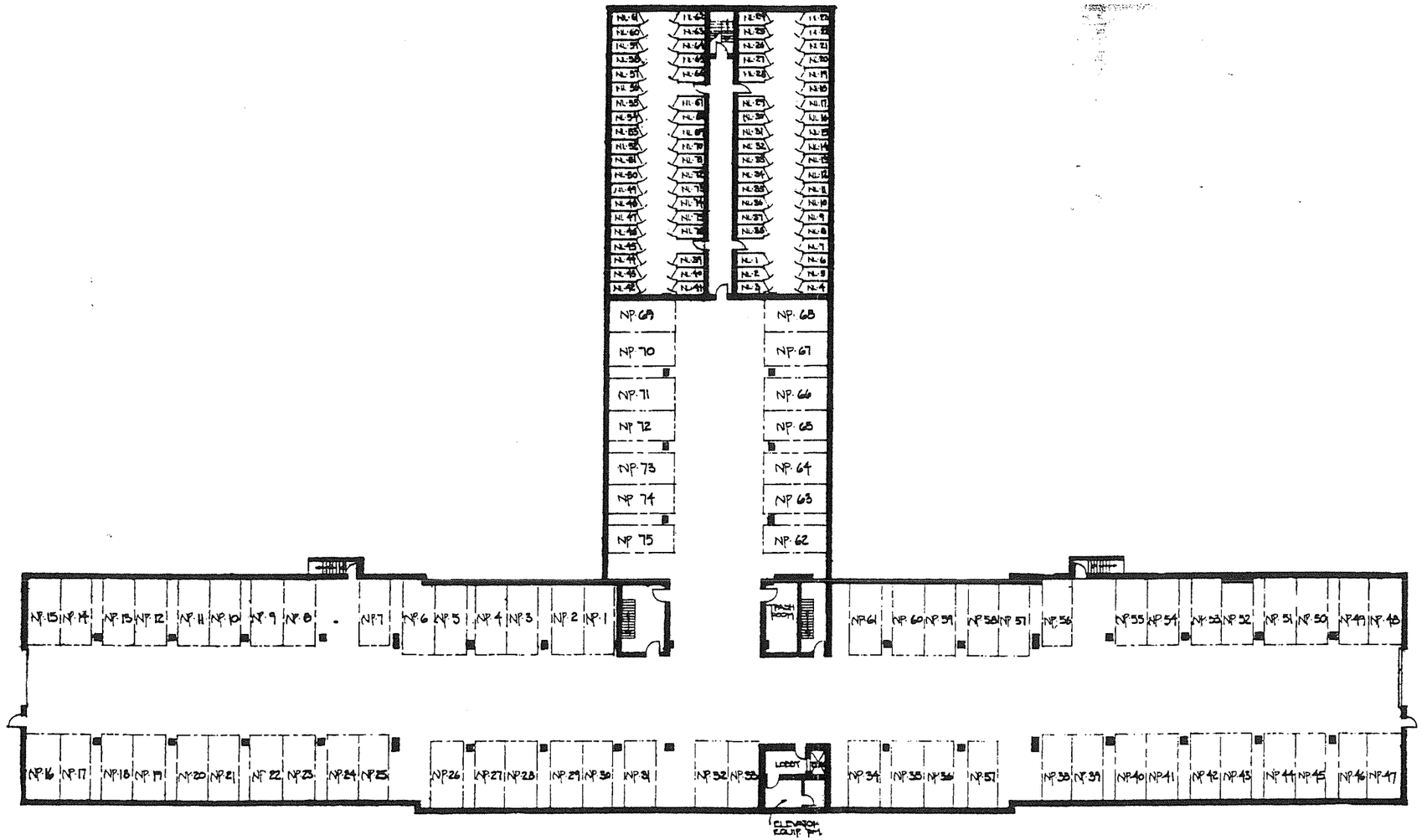


1 BEDRM. APT. TYPE "E"

SCALE ¼" = 1'-0"

59' 1"
56' 7"
25' 2"

47'2"
38 6"
25 1/2



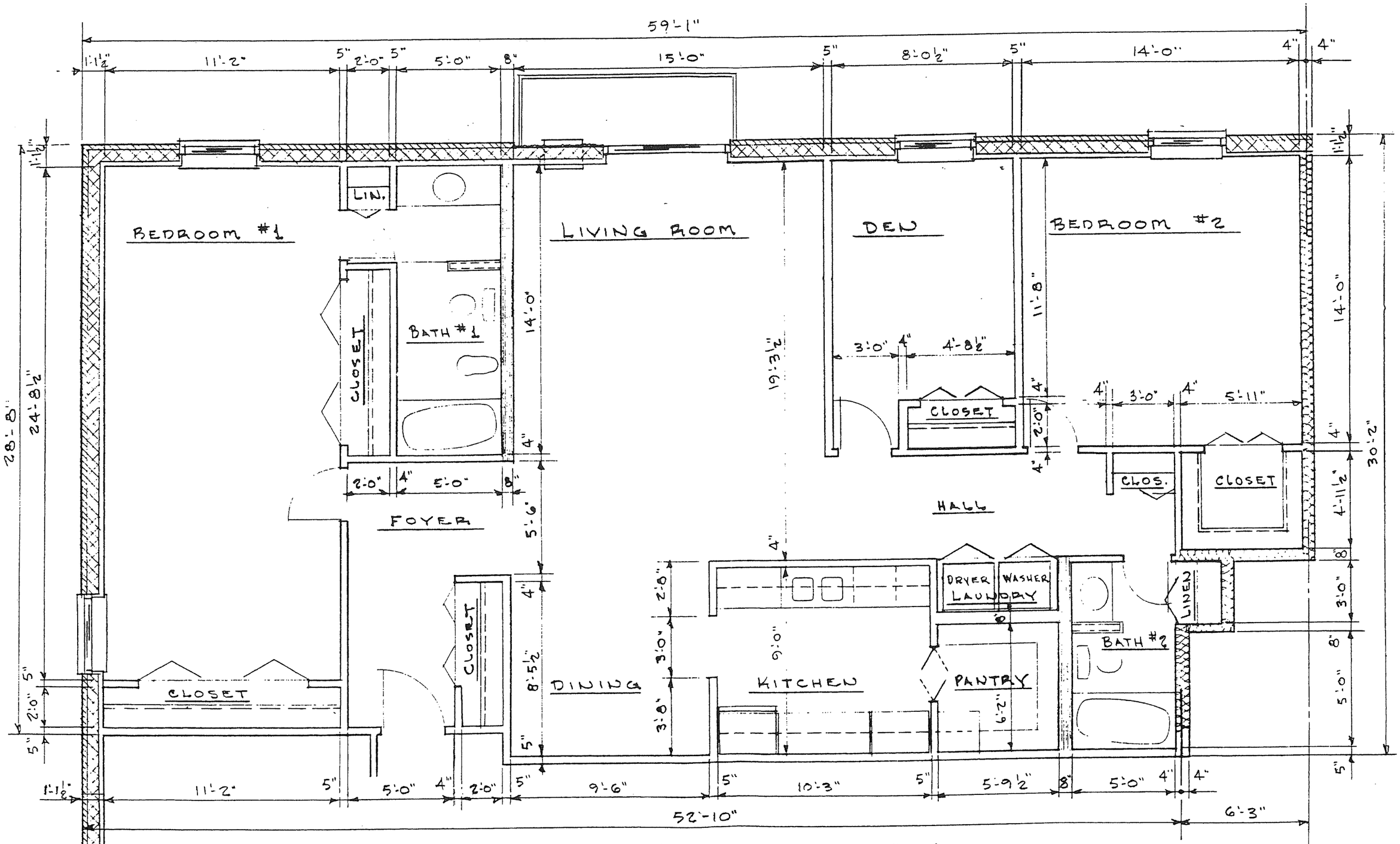
EMBASSY NORTH
BASEMENT FLOOR PLAN

0 10 20 30 40

WISCONSIN
J. J. DEUTSCH
MILWAUKEE WISCONSIN
REGISTERED PROFESSIONAL ENGINEER

COLLINGS ENGINEERS, INC. CONSULTING ENGINEERS	E. MASON STREET MILWAUKEE, WISCONSIN BROADWAY 6-4967	THE EMBASSY CONDOMINIUM HOMES for MR. AARON W. JOHNSON WEST BEND. WISCONSIN	REVISIONS	CONTRACT NO. 70-565 DATE MAY 19 - 1971 DRN. JB CHK'D DATE	BASEMENT FLOOR PLAN NORTH

Fx M



2 BEDRM. + DEN APT. TYPE "D"

SCALE ¼" = 1'-0"

Ex. N

BY-LAWS
THE EMBASSY CONDOMINIUM HOMES ASSOCIATION, INC.

ARTICLE I

MEMBERS OF ASSOCIATION

Section 1.01.- Membership Roll. The Secretary shall keep a permanent roll of the persons or entities entitled to membership in the Association with respect to each Unit which shall be open to inspection, by or on behalf of any Unit Owner at any reasonable time. Such membership roll shall be deemed to be the conclusive list of the members of the Association at any meeting of the members.

Section 1.02. - Certificate of Membership. The Board of Directors may adopt a membership certificate, which the Secretary can issue to the person, persons or entity owning any Unit, but such certificate shall not be transferable in any manner whatsoever and the existence or production of any such certificate for any Unit, shall not supercede or effect the validity of the membership roll of the Association kept by the Secretary.

Section 1.03. - Representation of Joint or Non-Individual Unit Owners. If more than one natural person owns any Unit, or such Unit is owned by a partnership, corporation, trust, estate or other non-individual owner, then the joint or non-individual owners shall have only one vote at any membership meeting or for the purpose of giving any written consent with respect to any Unit. Such joint or non-individual owners of any Unit, shall have the right to file a written designation with the Secretary specifying the person who shall represent the Unit as the voting member in all elections, or as the consenting member in all matters where the consent of the Unit Owner is required or permitted by The Unit Ownership Act of Wisconsin (herein referred to as the "ACT"), the Declaration, the Articles of Incorporation or these By-Laws. Such written designation shall remain in effect and be binding upon the Unit Owners until revoked in writing by the Unit Owner or Owners filed with the Secretary. If no such written designation or a properly signed proxy has been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the Unit Owner or Owners as the voting member to cast the vote for such Unit at such meeting and his designation shall be conclusive for such meeting.

Section 1.04. - Fractional Vote. No fractional vote shall be permitted at any meeting with respect to any Unit.

ARTICLE II

MEETING OF MEMBERS

Section 2.01. - Annual Meetings. The first annual meeting * of the members shall be held on the first Saturday of February, 1973, at 2:00 P.M., and each subsequent regular annual meeting of members shall be held on the same day of the same month of each year thereafter.

Section 2.02. - Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 2.03. - Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by delivering written notice, either personally or by mail at least ten (10) days before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 2.04. - Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 2.05. - Place of Meeting. All meetings shall be held at such places in Washington County, Wisconsin, as the Board of Directors may designate.

Section 2.06. - Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit or the termination of his interest therein.

EMBASSY CONDOMINIUM HOMES ASSOC. INC.
OVER 55 COMMUNITY (HOPA)

RESOLUTIONS AMENDING THE BY-LAWS OF CONDOMINIUM

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Article II of the By-Laws is created to read as follows:

Section 2.01 – Annual Meeting. The first annual meeting of the members shall be held on the first Saturday of February, 1973, at 2:00 P.M., and each subsequent regular annual meeting of members shall be held on the first Wednesday in May immediately following the 6:30 monthly Board meeting.

Section 2.02 – Special Meetings.

B. Budget Meeting. A special meeting shall be held on the first Wednesday of December immediately following the 6:30 monthly Board meeting in each year for the purpose of considering and adopting an annual budget as required by Section 9.03 of this Declaration.

BE IT FURTHER RESOLVED, that this amendment shall take effect immediately.

Amendment considered by the Embassy Board of Directors at a regular meeting, February 3, 2016. Motion made by Allen Roll and seconded by Shirley Perkins.
In favor: 8
Opposed: 1

Article V of the By-Laws is created to read as follows:

Section 5.01 – Regular Meeting. Regular meetings of the Board of Directors shall be held the first Wednesday of each month starting at 6:30 P.M. unless otherwise designated by the President of the Board. Meetings shall be held in the clubhouse. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

BE IT FURTHER RESOLVED, that this amendment shall take effect immediately.

Amendment considered by the Embassy Board of Directors at a regular meeting, February 3, 2016. Motion made by Allen Roll and seconded by Shirley Perkins.
In favor: 9
Opposed: 0

Joan Brath, Secretary

ARTICLE III

BOARD OF DIRECTORS

Section 3.01. - Number. The affairs of this Association shall be managed by a Board of five (5) directors up to February 3, 1973, and thereafter by a Board of nine (9) directors.

Section 3.02. - Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of three (3) years, three (3) directors for a term of two (2) years, and three (3) directors for a term of one (1) year; and at each annual meeting thereafter the members shall elect directors for three (3) year terms.

Section 3.03. - Removal. Any director may be removed from the Board, with or without cause, by vote of three-fourths (3/4) of the directors or by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3.04. - Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.05. - Action taken without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV

NOMINATION AND ELECTION OF DIRECTORS

Section 4.01. - Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee of seven (7) voting members. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and three (3) members from Embassy North and three (3) members from Embassy South. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4.02. - Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to any vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.03. - Limitations. Not more than a simple majority of the Board of Directors shall be occupants or Unit Owners in either Embassy North or in Embassy South, being the two residential buildings of the Condominium, to the end that there is an approximately equal representation on the Board of Directors from each residential building.

ARTICLE V

MEETING OF DIRECTORS

Section 5.01. - Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.02. - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 5.03. - Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01. - General. The Board of Directors shall have the power to:

A. Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations"), governing the use and occupancy of the Units; the use of the Common Areas and Facilities; the conduct of the Unit Owners, Unit Occupants and their guests; and, to establish penalties for the infraction thereof; provided, however, any portion of such Rules and Regulations may be amended or rescinded

by the voting membership representing seventy-five per cent (75%) of the Units at any annual or special meeting, provided written notice thereof shall be given to all members at least ten (10) days before the date of such meeting.

B. Suspend, for a period not to exceed sixty (60) days, the voting rights and right to use the recreational facilities of the Condominium of any Unit Owner, Unit Occupant, or their guests, during any period in which such member shall be in default in the payment of any assessment levied by the Association, or for any substantial infraction of the Rules and Regulations after notice and a hearing before the Board of Directors.

C. Exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the ACT, the Declaration and the Articles of Incorporation.

D. Employ a manager, managing agent, independent contractor and such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.

E. Cause to be kept a complete record of all of its proceedings and its corporate activities, and to present a statement or summary thereof to the membership at the annual meeting, or at any special meeting upon the request of one-fourth (1/4) of the Unit Owners.

F. Prepare an annual budget for the Condominium on or before December 1, which shall show the estimated income and receipts of the Association, and the estimated expenses of the Association for wages, salaries, maintenance, repairs, supplies, insurance, fuel, power and other common facilities and for other Common Expenses which will be required to properly maintain the Condominium or any portion thereof, as provided in the Declaration; together with a reasonable amount considered by the Board of Directors to be necessary for a Reserve for contingencies, replacements and improvements.

G. Fix the amount of the regular monthly assessments against each Unit effective after March 30, 1973, based upon such annual Budget.

H. Furnish each Unit Owner, on or before December 15, with a summary of the Condominium Budget and of the regular monthly assessments to be made against each Unit.

I. Foreclose the lien against any Unit for which assessments are not paid within thirty (30) days after the due date thereof, or to bring an action at law or in equity against the Unit Owner personally obligated to pay the same.

J. Issue, or to cause an appropriate officer to issue, upon demand by any interested person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge, not to exceed Ten Dollars ($10.00), may be made by the Board for the issuance of such certificates.

K. Procure and maintain adequate liability, hazard and other insurance on the property and facilities of the Condominium as authorized in the Declaration.

L. Cause all officers or employees having financial responsibilities to be bonded, as it may deem appropriate.

M. Establish, in its discretion, reasonable fees and procedures for the use of the recreational facilities constituting part of the Common Areas.

N. Cause the Common Areas to be adequately maintained.

O. Cause the grounds, trees and shrubs of the Condominium to be properly maintained and landscaped

P. Cause the driveways, sidewalks and outdoor parking areas to be kept in good repair and free of snow and other obstructions.

Q. Provide adequate trash, rubbish and waste disposal or removal facilities.

R. Provide security or watchman services for the safety of the Unit Occupants and their guests.

S. Authorize the establishment of concessions and convenience activities, as provided in the Declaration.

T. Provide lawn and recreational facilities and equipment as a part of the Common Areas.

U. Cause the hallways, lobbies, entrances, exits and basement areas to be kept clean, uncluttered, properly decorated and free of loitering or boisterous activities.

V. Cause the exterior of the buildings to be adequately maintained.

W. Provide laundry and cleaning equipment, on a rental basis or otherwise, in each of the laundry rooms for the exclusive use of the Unit Owners and Unit Occupants.

X. Levy, in its discretion, a special assessment, once in each calendar year, as provided in the Declaration, after:

1. A written statement setting forth the reasons for and the estimated amount of the funds required, the assessment against each Unit, and the date or dates of payment, shall be given to the Unit Owners with the notice of the special meeting to consider such special assessment.

2. Approval of such special assessments by the voting membership representing seventy-five per cent (75%) of the Units.

Y. Designate, from time to time, by resolution, one or more banks to act as depository for the funds of the Association.

Z. Establish procedures for the approval of all disbursements from the Association's fund and for the regular audit of the books and records of the Association.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 7.01. - Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.02. - Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 7.03. - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 7.04. - Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.05. - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06. - Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.07. - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.04 hereof.

Section 7.08. - Duties. The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

B. Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the members.

ARTICLE VIII

COMMITTEES

Section 8.01. - The Association shall appoint a Nominating Committee as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes and to provide for the proper operation of the Condominium.

ARTICLE IX

BOOKS AND RECORDS

Section 9.01. - The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations shall be available for inspection by any Unit Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X

CORPORATE SEAL

Section 10.01. - The Association shall have a corporate seal.

ARTICLE XI

AMENDMENTS

Section 11.01. - These By-Laws may be amended by a three-fourths (3/4) vote of the Board of Directors, or by the voting membership representing seventy-five per cent (75%) of the Units at any annual or special meeting at which notice thereof has been given to all Unit Owners

ARTICLE XII

CONFLICT

Section 12.01. - In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in case of any conflict between the ACT or the Declaration and these By-Laws, the ACT or the Declaration, as the case may be, shall control.

ARTICLE XIII

FISCAL YEAR

Section 13.01. - The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of THE EMBASSY CONDOMINIUM HOMES ASSOCIATION, INC., have hereunto set our hands and seals this 2 day of March, 1972, to evidence the adoption of these By-Laws.

Aaron W. Johnson

Edna S. Johnson

William Turner

Herbert P. Matenaer

Dale W. Norstrant

RESTATED BY-LAWS
THE EMBASSY CONDOMINIUM HOMES ASSOCIATION, INC.

ARTICLE I
MEMBERS OF ASSOCIATION

Section 1.01 - Membership Roll. The Secretary shall keep a permanent roll of the persons or entities entitled to membership in the Association with respect to each Unit which shall be open to inspection, by or on behalf of any Unit Owner at any reasonable time. Such membership roll shall be deemed to be the conclusive list of the members of the Association at any meeting of the members.

Section 1.02 - Certificate of Membership. The Board of Directors may adopt a membership certificate, which the Secretary can issue to the person, persons or entity owning any Unit, but such certificate shall not be transferable in any manner whatsoever and the existence or production of any such certificate for any Unit, shall not supersede or effect the validity of the membership roll of the Association kept by the Secretary.

Section 1.03 - Representation of Joint or Non-Individual Unit Owners. If more than one natural person owns any Unit, or such Unit is owned by a partnership, corporation, trust, estate or other non-individual owner, then the joint or non-individual owners shall have only one vote at any membership meeting or for the purpose of giving any written consent with respect to any Unit. Such joint or non-individual owners of any Unit, shall have the right to file a written designation with the Secretary specifying the person who shall represent the Unit as the voting member in all elections, or as the consenting member in all matters where the consent of the Unit Owner is required or permitted by the Unit Ownership Act of Wisconsin (herein referred to as the "ACT"), the Declaration, the Articles of Incorporation or these By-Laws. Such written designation shall remain in effect and be binding upon the Unit Owners until revoked in writing by the Unit Owner or Owners filed with the Secretary. If no such written designation or a properly signed proxy has been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the Unit Owner or Owners as the voting member to cast the vote for such Unit at such meeting and his designation shall be conclusive for such meeting.

Section 1.04 - Fractional Vote. No fractional vote shall be permitted at any meeting with respect to any Unit.

ARTICLE II
MEETING OF MEMBERS

Section 2.01 - Annual Meeting. The first annual meeting of the members shall be held on the first Saturday of February, 1973, at 2:00 P.M., and each subsequent regular annual meeting of members shall be held at 2:00 P.M. on the first Saturday in May.

Section 2.02 - Special Meetings.

A. General. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

B. Budget Meeting. A special meeting shall be held on the first Saturday of December in each year for the purpose of considering and adopting an annual budget as required by Section 9.03 of this Declaration.

Section 2.03 - Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by delivering written notice, either personally or by mail at least ten (10) days before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 2.04 - Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 2.05 - Place of Meeting. All meetings shall be held at such places in Washington County, Wisconsin, as the Board of Directors may designate.

Section 2.06 - Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Unit or the termination of his interest therein.

ARTICLE III
BOARD OF DIRECTORS

Section 3.01 - Number. The affairs of this Association shall be managed by a Board of five (5) directors up to February 3, 1973, and thereafter by a Board of nine (9) directors.

Section 3.02 - Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of three (3) years, three (3) directors for a term of two (2) years, and three (3) directors

for a term of one (1) year; and at each annual meeting thereafter the members shall elect directors for three (3) year terms. No member of the Board of Directors shall serve more than two (2) consecutive elected terms.

Section 3.03 - Resignation and Removal. Any director may be removed from the Board, with or without cause, by vote of three-fourths (3/4) of the directors or by a majority vote of the members of the Association. Any director may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of the notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3.04 - Compensation. No director shall receive compensation for any service he may render to the Association; provided, however, that if the Treasurer and/or the Secretary is a director, the Treasurer and/or the Secretary may be compensated as provided in Section 7.09 of these By-Laws. Any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 3.05 - Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV
NOMINATION AND ELECTION OF DIRECTORS

Section 4.01 - Nomination. Nomination for election to the Board of Directors shall be made by the Nominating Committee and may also be made from the floor at the annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 4.02 - Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to any vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 4.03 - Limitations. Not more than a simple majority of the Board of Directors shall be occupants or Units Owners in either Embassy North or in Embassy South, being the two residential buildings of the Condominium, to the end that there is an approximately equal representation on the Board of Directors from each residential building. No more than one director may be a person other than a unit owner.

ARTICLE V
MEETING OF DIRECTORS

Section 5.01 - Regular Meetings. Regular meetings of the Board of Directors shall be held the first Monday of each month starting at 7:00 P.M. unless otherwise designated by the President of the Board. Meetings shall be held in the clubhouse. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.02 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 5.03 - Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or make by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01 - General. The Board of Directors shall have the power to do those things necessary or convenient to ensure the health, safety and peaceful enjoyment of the condominium by all residents thereof, including, but not limited to, the following:

A. Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations"), governing the use and occupancy of the Units; the use of the Common Areas and Facilities; the conduct of the Unit Owners, Unit Occupants and their guests; and, to establish penalties for the infraction thereof; provided, however, any portion of such Rules and Regulations may be amended or rescinded by the voting membership representing seventy-five percent (75%) of the Units at any annual or special meeting, provided written notice thereof shall be given to all members at least ten (10) days before the date of such meeting.

B. Suspend, for a period not to exceed sixty (60) days, the voting rights and right to use the recreational facilities of the Condominium of any Unit Owner, Unit Occupant, or their guests during any period in which such member shall be in default in the payment of any assessment levied by the Association, or for any substantial infraction of the Rules and Regulations after notice and a hearing before the Board of Directors.

C. Exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association

by the ACT, the Declaration and the Articles of Incorporation.

D. Employ a manager, managing agent, independent contractor and such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.

E. Cause to be kept a complete record of all of its proceedings and its corporate activities, and to present a statement or summary thereof to the membership at the annual meeting, or at any special meeting upon the request of one-fourth (1/4) of the Unit Owners.

F. Prepare an annual budget for the Condominium on or before December 1 for the ensuing fiscal year, which shall show the estimated income and receipts of the Association, and the estimated expenses of the Association for wages, salaries, maintenance, repairs, supplies, insurance, fuel, power and other common facilities and for other Common Expenses which will be required to properly maintain the Condominium or any portion thereof, as provided in the Declaration; together with a reasonable amount considered by the board of Directors to be necessary for a Reserve for contingencies, replacements and improvements.

G. Fix the amount of the regular monthly assessments against each Unit effective after January 1 of each year based upon the adopted annual Budget.

H. Furnish each Unit Owner, on or before December 15, with a summary of the Condominium Budget and of the regular monthly assessments to be made against each Unit.

I. File liens in accordance with Article IX of the Declaration for unpaid assessments and for unpaid penalties, fees or charges imposed pursuant to these By-Laws; and to foreclose the lien against any Unit for which assessments, penalties, fees or charges are not paid within thirty (30) days after the due date thereof, or to bring an action at law or in equity against the Unit Owner personally obligated to pay the same.

J. Issue, or to cause an appropriate officer to issue, upon demand by any interested person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge, not to exceed Ten dollars ($10.00), may be made by the Board for the issuance of such certificates.

K. Procure and maintain adequate liability, hazard and other insurance on the property and facilities of the Condominium as authorized in the Declaration.

L. Cause all officers or employees having financial responsibilities to be bonded, as it may deem appropriate.

M. Establish, in its discretion, reasonable fees and procedures for the use of the recreational facilities constituting part of the Common Areas.

N. Cause the Common Areas to be adequately maintained.

O. Cause the grounds, trees and shrubs of the Condominium to be properly maintained and landscaped.

P. Cause the driveways, sidewalks and outdoor parking areas to be kept in good repair and free of snow and other obstructions.

Q. Provide adequate trash, rubbish and waste disposal or removal facilities..

R. Provide security or watchman services for the safety of the Unit Occupants and the guests.

S. Authorize the establishment of concessions and convenience activities, as provided in the Declaration.

T. Provide lawn and recreational facilities and equipment as part of the Common Areas.

U. Cause the hallways, lobbies, entrances, exits and basement areas to be kept clean, uncluttered, properly decorated and free of loitering or boisterous activities.

V. Cause the exterior of the buildings to be adequately maintained.

W. Provide laundry and cleaning equipment, on a rental basis or otherwise, in each of the laundry rooms for the exclusive use of the Unit Owners and Unit Occupants.

X. Levy, in its discretion, a special assessment once in each calendar year, as provided in the Declaration, after:

1. A written statement setting forth the reasons for and the estimated amount of the funds required, the assessment against each Unit, and the date or dates of payment, shall be given to the Unit Owners with the notice of the special meeting to consider such special assessment.

2. Approval of such special assessments by the voting membership representing seventy-five percent (75%) of the Units.

Y. Designate from time to time, by resolution, one or more banks to act as depository for the funds of the Association.

Z. Establish procedures for the approval of all disbursements from the Association's fund and for the regular audit of the books and records of the Association.

ARTICLE VII
OFFICERS AND THEIR DUTIES.

Section 7.01 - Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board from time to time by resolution create.

Section 7.02 - Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 7.03 - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

Section 7.04 - Special Appointments. The Board of Directors may appoint non-Board Members to assist in conducting the affairs of the Association as the Board may from time to time determine. Such appointees shall serve for such period, have such authority, and perform such duties as the Board may determine.

Section 7.05 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 - Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.07 - Multiple Offices. No person shall hold more than one office.

Section 7.08 - Duties. The duties of the officers are as follows:

A. President. The President shall preside at all meetings of the Board of Directors; shall see that the orders, resolutions, Rules and Regulations of the board are carried out; shall sign all leases, mortgages, deeds and other written instruments

and shall co-sign all checks and promissory notes.

B. Vice President. The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board of Directors.

C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the members; keep the corporate seal of the Association and affix it to all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its special budget meeting and deliver a copy of each to the members. The Treasurer shall deliver a copy of the annual audit to any unit owner upon request.

Section 7.09 - Compensation. No officer, other than the Treasurer and/or the Secretary, may receive compensation for any service rendered to the Association. Any officer may be reimbursed for actual expenses incurred in the performance of duties to the Association. The Treasurer and/or the Secretary may be compensated as determined annually by the Board of Directors.

ARTICLE VIII
COMMITTEES

Section 8.01. There shall be a Nominating Committee consisting of seven (7) voting members of the Association as follows: a Chairman, who shall be a member of the Board of Directors, three (3) members from Embassy North and three members from Embassy South. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting.

Section 8.02 - Other Committees. The Board of Directors may appoint other committees as deemed appropriate to carry out its responsibilities and to provide for the proper operation of the Condominium.

ARTICLE IX
BOOKS AND RECORDS

Section 9.01. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any Unit Owner. The Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations shall be available for inspection by any Unit Owner at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE X
CORPORATE SEAL

Section 10.01. The Association shall have a corporate seal.

ARTICLE XI
AMENDMENTS

Section 11.01 - Presentment. Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted in writing to all unit owners at least ten (10) days prior to the annual or special Association meeting at which they will be considered.

Section 11.02 - Vote Required. These By-Laws may be amended by the affirmative vote of seventy-five percent (75%) of the directors or by the voting membership representing 75% of the units at any annual or special meeting.

ARTICLE XII
CONFLICT

Section 12.01. In case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control; and in case of any conflict between the ACT or the Declaration and these By-Laws, the ACT or the Declaration, as the case may be, shall control.

ARTICLE XIII
FISCAL YEAR

Section 13.01. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Initially adopted March 2, 1972
Amended April 9, 1990
Amended _____, 1993

DOC# 1182204

Document Number	Document Title

Recorded
Feb. 05, 2008 AT 02:25PM
SHARON A MARTIN, REGISTER OF DEEDS
WASHINGTON COUNTY, WISCONSIN

Fee Amount: $19.00

Resolution Amending The By-Laws of Condominium

Prepared by: JONATHAN B. LEVINE
Law Firm of
Jonathan B. Levine
8989 North Port Washington Road, Suite 211
Milwaukee, Wisconsin 53217-1633
LEGAL DESCRIPTION
Embassy Condominium Homes

195

Recording Area

Name and Return Address
Roger Kist
151 N University Dr, 102N
West Bend WI 53095
262-338-9913

Parcel Identification Number (PIN)

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clause, legal description, etc., may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.43(2m). WRDA HB Rev. 1/8/2004

RESOLUTION AMENDING THE BY-LAWS OF CONDOMINIUM

Embassy Condominium Homes Association, Inc.

Originally document recorded January 13, 1972; Volume 511 of records; pages 320 through 324; Document # 328100

WHEREAS, it is the objective of the Association to be a community for persons 55 years of age and older;

WHEREAS, the Association desires to create policies and procedures that demonstrate its intent to qualify for the Housing for Older Persons Act exemption to the Fair Housing Act;

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Article XIV of the By-Laws is **created** to read as follows:

Section 14.01 - Occupancy of Units – Over Age 55 Community. The Units are intended for the housing of persons 55 years of age or older, although younger persons are not restricted from occupying a Unit along with a person 55 years of age or older so long as such co-occupancy is in compliance with this Section. In addition, certain exceptions may be made pursuant to Section 14.01(C), below. The provisions of this Section are intended to be consistent with, and are set forth in order to comply with, the Housing for Older Persons Act exemption to the Fair Housing Act and the regulations adopted thereunder. The Board of Directors shall have the power to amend this Section, without the consent of the Unit Owners for the purpose of making this Section consistent with the Housing for Older Persons Act exemption to the Fair Housing Act, as it may be amended, the regulations adopted pursuant thereto, and any judicial decisions arising thereunder or otherwise relating thereto, in order to maintain the intent and enforceability of this Section.

A. Except as may otherwise be permitted pursuant to Section 14.01(C), each occupied Unit shall at all times have as a permanent occupant at least one person who is 55 years of age or older (the "Qualifying Occupant"), except in the following cases:

(1) Occupants at Embassy Condominium as of the date of enactment of this Amendment may continue to reside in their units. This grandfather permission expires when the current Occupant ceases to reside in the Unit, unless permission is granted pursuant to Sections 14.01(A)(2) or (3).

(2) In the event of the death of a person who was the sole Qualifying Occupant of a Unit, the spouse of such Qualifying Occupant and/or other permanent occupant(s) of the Unit who had resided with the Qualifying Occupant prior to his or her death may continue to occupy the Unit provided that the provisions of the Housing for Older Persons Act exemption to the Fair Housing Act and the regulations adopted thereunder are not violated by such occupancy.

(3) Any heir to an Occupant who takes ownership of the Occupant's unit pursuant to the Occupant's death, as long as the Occupant was a permitted Occupant pursuant to this Section.

For purposes of this Section 14.01, an occupant shall not be considered a "permanent occupant" unless such occupant considers the Unit to be his or her legal residence and actually resides in the Unit for at least six months during every calendar year or such shorter period as the Unit is actually occupied by any person.

B. Nothing in this Section is intended to restrict the ownership or transfer of title to any Unit; however, no Unit Owner may occupy the Unit unless the requirements of this Section are met, nor shall any Unit Owner permit occupancy of the Unit in violation of this Section. Unit Owners shall be responsible for (1) including a statement that the Association is intended for the housing of persons 55 years of age or older, as set forth in this Section, in conspicuous type in any lease or other occupancy agreement or contract of sale relating to such Unit Owner's Unit, which agreements or contracts shall be in writing and signed by the tenant or purchaser, and (2) clearly disclosing such intent to any prospective tenant, purchaser, or other potential occupant of the Unit. Every lease of a Unit shall provide that failure to comply with the requirements and restrictions of this Section shall constitute a default under the lease.

C. Any Unit Owner, in writing, may request that the Board of Directors make an exception to the requirements of this Section with respect to his or her Unit. The Board of Directors may, but shall not be obligated to, grant exceptions, provided that the requirements for the Housing for Older Persons Act exemption to the Fair Housing Act would still be met.

D. In the event of any change in occupancy of any Unit as a result of transfer of title, a lease or sublease, a birth or death, change in marital status, vacancy, change in location of permanent residence, or otherwise, the Unit Owner shall immediately notify the Board of Directors in writing and provide to the Board of Directors the names and ages of all current occupants of the Unit and such other information as the Board of Directors may reasonably require to verify the age of each occupant. In the event that a Unit Owner fails to notify the Board of Directors and provide all required information within 10 days after a change in occupancy occurs, the Association shall be authorized to levy monetary fines against the Unit Owner for each day after the change in occupancy occurs until the Association receives the required notice and information, regardless of whether the occupants continue to meet the requirements of this Section, in addition to all other remedies available to the Association under the condominium documents and law.

E. Monitoring Compliance.

1. The Association shall maintain age records on each Unit sufficient for a determination that each Unit is in compliance with this Section 14.01. The Board of Directors shall adopt and publish policies, procedures, and rules to monitor and maintain compliance with this Section, including policies regarding visitors, updating of age records, the granting of exemptions pursuant to Section 14.01(C), and enforcement. The Association shall periodically distribute such policies, procedures, and rules to Unit Owners and make copies available to Unit Owners, their tenants, and Mortgagees upon reasonable request.

2. The Association shall have the power and authority to enforce this Section in any legal manner available, as the Board of Directors deems appropriate, including, conducting a census of the occupants of the Units, requiring copies of birth certificates, or other proof of age for each occupant of the Unit to be provided to the Board of Directors on a periodic basis, and taking action to evict the occupants of any Unit which is not in compliance with the requirements and restrictions of this Section. EACH OWNER HEREBY APPOINTS THE ASSOCIATION AS ITS ATTORNEY-IN-FACT FOR THE PURPOSE OF TAKING LEGAL ACTION TO DISPOSSESS, EVICT, OR OTHERWISE REMOVE THE OCCUPANTS OF HIS OR HER UNIT AS NECESSARY TO ENFORCE COMPLIANCE WITH THIS

SECTION. Each Unit Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Unit that, in the judgment of the Board of Directors, are reasonably necessary for compliance with this Section.

3. Each Unit Owner shall be responsible for ensuring compliance of his or her Unit with the requirements and restrictions of this Section and the rules of the Association adopted hereunder. EACH UNIT OWNER AGREES TO INDEMNIFY, DEFEND, AND HOLD THE ASSOCIATION HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, AND CAUSES OF ACTION THAT MAY ARISE FROM FAILURE OF SUCH UNIT OWNER'S UNIT TO COMPLY. IN ANY PROCEEDING ARISING OUT OF ANY ALLEGED VIOLATION OF THIS SECTION 14.01 BY A UNIT OR UNIT OWNER, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER THE COSTS OF THE PROCEEDING, AND SUCH REASONABLE ATTORNEYS' FEES AS MAY BE DETERMINED BY THE COURT.

BE IT FURTHER RESOLVED, that this amendment shall take effect immediately.

Amendment Considered

By the Embassy Board of Directors at a Regular Meeting, 2/4/08 Date

Motion made by: Jack Leichtnam Jack Leichtman

Seconded: Janice Lambright Janice Lambright

(Yes/~~No~~)

In Favor: 8

Opposed: 1

Signed: Bonnie Klemme

Secretary

Bonnie Klemme

Subscribed and sworn before me this 5th day of February 2008

Denise Krat

Notary Public, Washington Co, Wisc

Commission expires 12-13-2009

OS Embassy Condominium Homes Association

RESOLUTION AMENDING THE BY-LAWS OF CONDOMINIUM

Embassy Condominium Homes Association, Inc.

A resolution by the Board of Directors of the Embassy Condominium Homes Association, Inc., which Declarations were originally recorded January 13, 1972; Volume 511 of records, pages 320 through 324, Document # 328100, and as subsequently amended.

Whereas:

Embassy Condominium Homes was created with the implied intent of being wholly Owner Occupied;

Whereas:

Certain individuals have transferred ownership of their Unit into the name of a Trust or an immediate family member;

Whereas:

The percentage of non-Owner Occupied Units in the Condominium as of 5/14/2021 is greater than 19%;

Whereas:

Certain lenders will not provide mortgages for Units if non-owner occupancy rises above a certain percentage;

Whereas:

It is the intent of the Association to have owner occupancy greater than 90%;

Whereas:

Certain investors have purchased and/or own Units with active leases, and wish to continue to lease and re-lease the Unit in the future;

Whereas:

Certain investors may wish to purchase Units in the future for the purpose of improving and reselling the Unit;

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Article XIV of the By-Laws is amended to add the following:

Section 14.02. – Rental of Units. The Developer, as the original owner, reserves the right to lease any unsold Units to responsible tenants until such time as responsible, qualified purchasers can be obtained. Unit Owners shall also have the right to lease their Units to responsible tenants with the following conditions:

a. All leases subsequent to the first lease of any Unit by the DEVELOPER and any Unit Owner shall be subject to the rights of the Association.
b. A Unit which is owned by a Revocable Living Trust and is occupied by Settlor or Grantor or the legal equivalent of said trust shall be considered Owner Occupied.
c. For the purpose of this section 14.02 only, a Unit which is occupied by an immediate family member of the Unit Owner shall be considered an Owner Occupied Unit, however the occupant

will not be considered the owner for any other purpose within the Declaration or By-Laws, such as voting rights.

d. All non-owners at all times and under all circumstances shall be subject to the Act, the Declaration, the By-Laws, and the Rules and Regulations of the Association, as may be amended from time to time. It is the Owner's responsibility to provide these instruments to any non-owners residing in their Unit.
e. No Owner Occupied Unit may be sold or transferred with the intent of becoming a non-Owner Occupied Unit, unless said non-owner occupancy does not increase the percentage of non-Owner Occupied Units above 10%.
f. No Owner Occupied Unit may be converted to a non-owner occupied Unit, unless said non-owner occupancy does not increase the percentage of non-owner occupied Units above 10%.
g. A Unit that is non-Owner Occupied as of the date of this Resolution may be sold, transferred or leased as a non-Owner Occupied Unit, regardless of the number of non-owner occupied Units. However, this exception shall not apply if the Unit is subsequently sold as or is converted to, an Owner Occupied Unit.
h. A Unit may be sold as a non-Owner Occupied Unit as an investment, provided the Unit remain unoccupied, or becomes owner occupied, or is resold under the conditions of this Article and Declaration, and the By-Laws of the Association.

Monitoring Compliance

1. The Association shall have the power and authority to enforce this Section in any legal manner available, as the Board of Directors deems appropriate, including, conducting a census of the occupants of the Units, requiring copies of birth certificates, or other proof of age for each occupant of the Unit to be provided to the Board of Directors on a periodic basis, and taking action to evict the occupants of any Unit which is not in compliance with the requirements and restrictions of this Section. Each Unit Owner shall fully and truthfully respond to any and all requests by the Association for information regarding the occupancy of his or her Unit that, in the judgment of the Board of Directors, are reasonably necessary for compliance with this Section.

2. Each Unit Owner shall be responsible for ensuring compliance of his or her Unit with the requirements and restrictions of this Section and the rules of the Association adopted hereunder.

BE IT FURTHER RESOLVED, that this amendment shall take effect immediately.

Amendment Considered by the Embassy Board of Directors at a Special Meeting Held on May 24th Date 2021
Motion made by: Donna Beck
Seconded by: Margaret Aanerson

In Favor: 8
Opposed: 0

Signed: _____ Date May 24th 2021
President of Embassy Condominium Homes Association, LLC

RESOLUTION AMENDING THE BY-LAWS OF CONDOMINIUM

Embassy Condominium Homes Association, Inc.

A resolution by the Board of Directors of the Embassy Condominium Homes Association, Inc., which Declarations were originally recorded January 13, 1972; Volume 511 of records, pages 320 through 324, Document # 328100, and as subsequently amended.

Whereas:

Wisconsin Statute § 703.10 specifies that By-Laws must express that the By-Laws may be amended by an affirmative vote of 67% of the Association membership;

Whereas:

Article XI, Section 11.02 of the By-Laws states: "These By-Laws may be amended by the affirmative vote of seventy-five percent (75%) of the directors or by the voting membership representing 75% of the Units at any annual or special meeting.

THE ASSOCIATION HEREBY RESOLVES AS FOLLOWS:

Article XI, Section 11.02 of the By-Laws is amended to read as follows:

11.02 These By-Laws may be amended by the affirmative vote of seventy-five percent (75%) of the directors or by the voting membership representing 67% of the Units at any annual or special meeting.

BE IT FURTHER RESOLVED, that this amendment shall take effect immediately.

Amendment Considered by the Embassy Board of Directors at a Special Meeting Held on May 24 Date 2021
Motion made by: Donna Beck
Seconded by: Margaret Arneson

In Favor: 8
Opposed: 0

Signed: _____ Date May 24th 2021
President of Embassy Condominium Homes Association, LLC

EMBASSY CONDOMINIUM HOMES ASSOCIATION, INC.
OVER 55 COMMUNITY (HOPA)

RULES AND REGULATIONS

(Revised August 2021)

FINES

The revised State Statute (703.24)(2) allows for fines for violations of our declaration, by-laws or rules. A fine of $25.00 per day, per violation has been established by the Embassy Board of Directors. Owners are responsible for tenants' fines if not paid within 30 days and will receive a copy of the violation letter. Fines are assessments (703.165)(1) and, if not paid, will become liens. At least one warning will be given and a Grievance Committee, consisting of non-board members, can help resolve issues.

NOTICE AND ORIENTATION

The office must be notified of any additional person(s) moving into a unit. All buyers must contact the office to set up an orientation before moving in.

1. ASSUMPTION OF RESPONSIBILITY

Each owner is responsible for the behavior of all occupants of their unit including family members, employees, tenants, and guests and shall assume the responsibility of making them aware of the policies of the Embassy Condominium Association including those set forth in these Rules and Regulations.

A, Owners are responsible for any damage caused to the common property by themselves, their family members, employees, tenants and/or guests.

B. **Owners desiring to modify or alter their units, or any "Special Limited Common Areas" (Declaration Article VI, Sec. 6.02) must first obtain Board approval. (See page 13)**

C. Any property left behind when a resident moves becomes the property of the Embassy and after 30 days will disposed of.

D. Owners must show proof of homeowners insurance.

E. All Rental Units require a minimum of a year lease for any new tenants moving into the community.

2. SECURITY

This a secured building and all exterior doors of the Embassy buildings (lobby, garage, end stairwells and clubhouse) shall be closed and locked at all times unless attended. Do not give anyone entry if you do not know who they are.

A. Doors to individual units are to be kept closed at all times for added security, noise control and to eliminate the escape of cooking odors.

B. Two (2) numbered security keys have been issued and recorded to each owner and must be transferred upon selling your unit. Two (2) additional keys may be purchased at a cost of $18 each. No more than four (4) keys per unit will be issued. There will be a $50.00 fee for any lost or stolen key replacements. **All security keys remain the property of the Embassy Condominium Association and must be transferred upon the sale of your unit.**

C. **Garage door remotes are restricted to residents only and must be transferred upon the sale of your unit.** When purchasing a new remote you must turn in the old one. **No more than two (2) remotes are allowed per unit.**

3. SMOKING

Smoking is **prohibited** in any **enclosed common** areas of the Embassy including the clubhouse, elevator, lobby, corridors, stairwells, laundry rooms, storage rooms, refuse rooms or anywhere in the basement/garage area. Smoking is **prohibited within 20 feet of any entranceway to ALL Embassy buildings**. (Including Clubhouse)

4. NO SOLICITATIONS

No trade or commercial solicitations or door-to-door canvassing by outsiders or residents are permissible in or about the condominium property.

5. BULLETIN BOARDS

Bulletin boards are for positive informative notices such as signup sheets, death notices, thank you notes or announcements pertaining to the Embassy residents. Notices of a personal nature are limited to the laundry room bulletin boards only and **must be signed and dated**. They should not be left up more than two weeks.

6. OUTSIDE DECORATIONS

No decorations are to be affixed to or around entrance doors of either the South or North buildings or clubhouse without Board approval.

7. ELEVATORS

Please do not hold doors open unnecessarily as others may be waiting for the elevator. Grocery carts are available for transporting goods up the elevator and are stored in the elevator room. Use care when maneuvering in the elevator room. **Please return carts promptly.**

8. LAUNDRY ROOMS

Please wash only on the floor you live on and read all instructions posted in laundry rooms.

A. When washing before 7AM or after 10PM please close the laundry room door so you do not disturb nearby residents.
B. Check the time and please remove your clothes promptly from washers/dryers so that others may use the machines. Clothes not removed in a timely fashion may be removed from the machines. Any clothes left in the laundry room more than 24 hours will be removed.
C. Wipe off washers/dryers and clean lint screens when done. Take empty bottles to recycling room.
D. Non-working residents are encouraged to leave evenings and weekends free for use by working residents.
E. **Please follow the directions posted in each laundry room if there is an issue with a machine.**

9. REFUSE/RECYCLING ROOM

A. Read and follow the instructions in the refuse/recycling room in each garage.
. **(See detailed Recycling page 12 in this booklet)**
B. Wash all empty cans, glass bottles or plastic containers and dispose of them in the proper receptacles in the refuse/recycling room in the basement.
C. Place newspapers, magazines, mail, and paper in bins in the refuse/recycling room in garage.
D. Cardboard cartons should be broken down and placed in the cardboard bins in the refuse/recycling room in garage.
E. Grease should be placed in the refuse/recycling room in garage in a sealed, labeled container.
F. When disposing of plants please put them in a large bag and place in the refuse/recycling room in garage.

10. ON FLOOR STORAGE

Areas are marked off with yellow lines on the floor of each storage room and numbered. Contents must be kept within these lines and neatly piled. Please inventory your property.

11. UNDERGROUND STORAGE

A. Individual underground storage lockers are intended for normal storage of personal belongings. Safety precautions dictate that no flammable, volatile or explosive materials should be stored in these lockers including oily rags, flammable thinners, or ammunition.
B. **No storage of any produce is allowed.**
C. Residents should periodically house clean their lockers.
D. Turn off lights when leaving the storage lockers.
E. Corridors adjacent to the underground storage lockers must be kept clear at all times. Nothing may be stored outside in the corridors or under stairwells.
F. Nothing can be stacked, placed, or piled higher than 82" from the floor. This is the top of the locker walls. Nothing can be hanging from the sprinkler pipe system. No electrical cords can be left plugged into the hallway outlets or hanging outside your storage unit when not in use.

12. GARAGE

A. Each unit has one assigned inside parking stall. When someone parks in a basement parking stall where the unit is either for sale or the owner is gone for an extended period of time written permission from the owner of the stall should be given to the Embassy office along with vehicle information. **Only residents are allowed continuous parking in garage stalls.** Exceptions may be made for visitors.
B. Please turn on your headlights when entering or exiting the garage and **drive slowly**.
C. Car washing is available but limited to resident vehicles only. Please rinse down the floor after you wash your car.
D. Auto maintenance including oil changes is prohibited (except for Embassy machinery) either inside or outside on Embassy property.
E. Your own personal carts, dollies and wheelchairs are allowed in your stall as well as some type of closed or covered container, bin, or cabinet for miscellaneous maintenance items. Bikes may not be stored in stall unless it is your only means of transportation.
F. There can be only one motorized vehicle per parking space in the garage.
G. One bicycle may be parked in the stall provided all items are contained within your stall boundaries **(See Parking Stall Regulations page 8 of this booklet.)**

13. PARKING

A. Do not park in front of the lobby doors. This area is for pick-up and unloading only.
B. Overnight parking is not allowed in the circle drive or anywhere in front of the building. Overnight parking is defined as: Parking for more than 30 minutes between the hours of 11:00 P.M. and 5:00 A.M.
C. Resident parking in the circle is limited to 15 minutes to allow room for visitor parking.
D. **No parking in the garage except for designated stalls.**
E. Please do not let your engines run any longer than necessary in the basement.
F. Vehicles such as RVs, boats, ATV, Golf Cart, trailers, and commercial vehicles are limited to two (2) consecutive nights only in the Embassy parking lot in the rear of the buildings.
G. **ALL vehicles** kept on Embassy property **MUST be registered with current license plates.** Registered Vehicles allowed include cars, trucks, vans (under 21 feet), motorcycles and bicycles. Anything else parked on the premises requires Board approval.

14. CHILDREN

A. Children are not allowed to play/run in the corridors, storage areas, basement, or any other enclosed common areas. This is for the safety of everyone.
B. Children under the age of eight (8) shall not be allowed to operate the elevators unless accompanied by an adult.
C. Please refer to the Pool Regulations on page 11 regarding children.

15. NUISANCES

A. Consideration should be given to others when using your TV, stereo, radio, garbage disposals, dishwashers, and vacuum cleaners.
B. **NOTHING** is to be hung over your balcony railing. This includes rugs, towels, swimsuits or clothing.
C. **NOTHING** should be swept, shaken, or thrown from your balcony.

16. CHRISTMAS TREES

No live, fresh cut trees or wreaths are allowed on Embassy property.

17. FIREWORKS

No fireworks of any kind are to be used on Embassy property for safety reasons.

18. PETS

No pets (**as defined by the Embassy Declaration Article XIV, Sec. 14.10**) are allowed on the premises at any time. This includes pets belonging to visitors.

19. BIRD FEEDERS

Bird feeders are not allowed on the premises or any feeding of birds or animals in any way as it attracts

mice, moles, and other "critters".

20. TV

No direct TV hookups are allowed using satellite dishes mounted on the balcony/patio cement, railings, building or roof.

21. IN-UNIT DRYER VENTS

Any personal in-unit dryers vented outside the unit must provide proof of professional cleaning every three (3) years. Permission to install a washer or dryer or to vent an existing dryer outside the unit must be obtained from the Board of Directors.

22. WATER HEATERS

The City of West Bend requires all water heaters to be replaced by a licensed plumber. The plumber will obtain a permit from the City and the City will inspect the installation.

23. SMOKE ALARMS

A minimum of two (2) smoke alarms is required (one in one-bedroom units) in the bedrooms or near the doorways. Embassy personnel will check them in November of each year to make sure the alarms are in working order. **(Most smoke alarms are only viable for approximately 10 years.)** If a problem is found a letter will be sent to the resident stating the problem. The resident will have 30 days to comply and prove that the problem has been corrected. If nothing is done a fine of $50 will be charged and $25 per month thereafter until the problem is corrected. You will be notified of the inspection date each year.
The Embassy must have a key for all units and cannot be denied access for any safety issues.

24. MOVE IN AND MOVE OUT FEES

A move in or move out fee will be charged to owners or tenants in the amount of $75 plus a $200 security deposit. The $200 security deposit will be returned if no damage is done. These fees are due two weeks before the move.

25. WATERING THE GRASS

There should be no sprinkling of the lawn by individual owners. Contact the Building and Grounds Chairman or the maintenance man to request permission.

26. ASSISTANCE ANIMALS

The Embassy Board of Directors must be notified, in writing by the unit owner/tenant, of a request to bring an assistance animal onto the property. Determination to allow an assistance animal on the property shall be made on a case-by-case basis. In the event the Board of Directors grants a reasonable request for an assistance animal, the unit owner/tenant or visitor shall abide by the following rules and regulations:

A. When in common areas assistance animal must be in the company and control of its owner, or

someone on the owner's behalf, by leash or carrier. If these devices interfere with the animal's

work, or its owner's disability prevents using these devices, it's owner must maintain control of the animal through voice, signal, or other effective controls.

B. If assistance animal must relieve itself outdoors it must be done in the grassy area to the east of the back parking lot and must be cleaned up after immediately.
C. Assistance animal must not make nuisance noises, such as barking, or be hostile to other residents.
D. Unit owner/tenant is responsible for any damage done to common areas by assistance animal.
E. No assistance animals are allowed in the pool.
F. Depending on severity and/or quantity of offenses the assistance animal may be evicted by the Board of Directors of the Embassy Condominium Association.
G. All assistance animals must be registered with the Embassy office and an identification tag shall be provided for the assistance animal which must be displayed prominently on the assistance animal.

27. SCAVAGING GARBAGE OR RECYCLABLES

Per the City of West Bend ordinance 11.11 it is unlawful to go through, sort or take anything from the refuse containers without City authorization. Therefore, the Embassy Condominium Board of Directors expressly Prohibits anyone, including residents, from violating this ordinance.
In the event of any violations of this City ordinance, or Embassy Condominium Association rule, the Board reserves the right to penalize the offender and/or report the violation to the City of West Bend at its discretion.

28. GAS/CHARCOAL GRILLS

The use of gas or charcoal grills is only allowed in an assigned garden plot and is limited to one grill per assignee. (i.e.: if a resident has 3 garden plots only one grill is allowed) The following regulations shall apply:

A. The grill owner is responsible for use of the grill and the proper disposal of ashes (if it applies).
B. The grill owner is responsible for any damage to Embassy Condominium property and liable for any injury due to use or placement of grill.
C. Propane tanks cannot be stored inside the buildings or on patios/balconies. Propane tanks cannot be chained to the garden fence.
D. The Embassy Condominium Association is not responsible for any theft of grills or equipment.
E. Anyone placing a grill in their garden plot must first notify the Embassy office in writing via email or note to office

Anyone not adhering to the above regulations shall have their garden and grilling privileges revoked. This regulation may be revisited at any time by the Board of Directors.

29. RENTAL STORAGE ROOMS

There is one rental storage room on each floor (old refuse rooms) that may be rented by any resident. **These rooms are for storage only.** The following rules will apply:

A. The rental is $35 per month to be paid quarterly ($105) with a one-month security deposit due at initial rental. These are on a first come first serve basis with seniority rule on duplicate requests.
B. One resident will be registered with the Embassy office per room. However, you may choose to share

your room with another resident(s) but the registered resident will be the one responsible.

C. Nothing may be attached to the walls.

D. No storage of flammable liquids, volatile or explosive materials, ammunition or produce is allowed.

The Embassy Condominium Homes Assoc. Inc. will have a key to each room and reserves the right to enter each room. The Embassy also reserves the right to discontinue rental of the storage room with a 30-day written notice to the registered resident

EMBASSY CLUBHOUSE REGULATIONS

- The maximum occupancy of the clubhouse is 70 people
- Clubhouse hours are 8AM to 10PM daily or closing at 1AM with a paid rental.
- Children under the age of eighteen (18) are not allowed in the clubhouse without an adult **resident** present.
- **Smoking is prohibited in the clubhouse.**
- Guests accompanied by a **resident** age eighteen (18) or older are welcome to use any of the facilities: saunas, showers, exercise equipment and pool table. All are available on a first come/first serve basis. **Use of exercise equipment is not permitted with rental.**
- If the clubhouse is not previously rented small groups (12 or less) for card or game playing are permitted under the following conditions:
    1. The calendar should be signed "cards/games" and include the name of the resident and time.
    2. The heat or air conditioning may be turned on by the resident host but must be turned down when leaving the clubhouse.
    3. A maximum of twelve (12) players may be present including the host resident eighteen (18) years or older.
    4. The clubhouse must be left clean and orderly. Dishes, glasses and cups are stored in the cupboards and are intended for inside use only. All beverages taken outside must be in unbreakable containers. Kegs of beer on tap must be kept outside the clubhouse. Only water in a plastic bottle may be taken into the pool area.
- You must do the following upon completion of using the clubhouse:
    1. Dispose of refuse properly.
    2. You must provide your own dish towels, cloths and soap for cleaning purposes.
    3. Vacuum all rooms and put tables and chairs back.
    4. Leaves are not to be removed from tables.
    5. Clean the stove and refrigerator and empty the dishwasher if used.
    6. Turn off the lights upstairs and down.
    7. **Turn the heat or air conditioning to original settings.**
    8. **Check that all doors are locked.**

RENTAL OF CLUBHOUSE

The fee is $30 plus a $75 deposit to guarantee proper cleanup. The Clubhouse Rental Agreement form (signed and dated) and separate checks, made payable to the Embassy Condominium Homes Association, should be dropped off at the office. **Once payment has been made your reservation will be placed on the clubhouse calendar.** If the facility is cleaned properly by 10AM the following day the $75 cleanup deposit check will be returned to you.

RESERVATIONS ARE ON A FIRST COME-FIRST PAID BASIS

The Board of Directors shall have the authority to deny the use of the pool or clubhouse to any resident refusing

to comply with any of the foregoing rules and regulations, by-laws, or declaration of the Association. There are provisions in the Declaration to deal financially with a resident not willing to comply.

- **Clubhouse reservations do not include exclusive use of the pool. All pool rules apply.**
- **The resident making the reservation may use their 2 white and 4 yellow tags in the pool area.**

4/2018

GARAGE PARKING STALL REGULATIONS

1. **There are 75 owner garage stalls in each building one of which is legally assigned to each unit.** The Embassy owns a few additional stalls and uses them or rents them out to residents only on a first come first served basis. **Only one Embassy stall rental is allowed per unit.**

2. The garage parking stalls are to be used only for parking the owner's car, van, truck, etc. and cannot be used for any type of storage.

3. No garage stall vehicle can be larger than 21 feet long, 7-1/2 feet wide and 6' foot 8 inches tall. Any large vehicle must be parked in the center of their stall and as close to the back wall as possible. The antenna must not touch the lighting.

4. Only one (1) cabinet, closed bin or closed plastic container is allowed in garage stall-not one of each.

5. This cabinet, bin or container can be no larger than 3 feet by 2 feet by 6 feet and needs to be placed in your stall so that your vehicle can be pulled all the way up to the wall.

6. No garage stall vehicle can extend 31" beyond the yellow marked lines or the cement columns.

7. No open shelving is allowed in the garage parking stalls.

8. Putting any signs and/or markings on the cement walls in the garage, which are considered common areas, must have prior written approval of the Embassy Board of Directors.

9. Items, materials, etc. that are left open (not in your cabinet or container) in your garage stall for more than 24 hours may be removed.

10. One empty personal shopping cart is allowed in your garage stall as well as any device needed by the owner or tenant for mobility such as a wheelchair, walker, etc. A plastic wrapped tire may be used as a bumper but is not recommended.

11. **Garage parking is limited to stalls only.**

12. Your individual garage parking stall may only be rented to another resident. Please provide written permission to the office with name and vehicle information.

Please do not let your engines run any longer than necessary in the garage.

PASSAGEWAY REGULATIONS

A. All passageways and corridors throughout the buildings shall remain unobstructed at all times. Nothing shall protrude from the alcoves beyond the wall. This is to keep the corridors clear for emergency personnel to get through with their equipment. Halls and alcoves are common areas and are under the jurisdiction of the Embassy Board of Directors.

B. As per the City of West Bend Fire Department regulations no paper products are allowed to be hung in your alcove. There is no sprinkler system in the corridors.

C. Nothing is to be hung on the wall or placed in front of the wall containing a fire extinguisher or a fire alarm pull. **The fire alarm pull only sets off the alarm in the building. A call still needs to be made to the fire department.**

D. Personal decorations are to be confined to the alcove outside your door and should not extend into the hallways. We enjoy everyone's creativity, but the House Committee will contact you if you become too "creative".

E. **No <u>real</u> lighted or unlighted candles may be used.**

F. No rugs or mats are allowed in front of the individual unit doors.

G. Seasonal decorations should be taken down in a timely fashion.

H. If you need to put a nail hole in the wall please fill or repair it when finished using it. Ask the maintenance person for touch-up paint so that it will match the original paint.

I. **Nothing edible is allowed in the alcoves or in <u>any</u> common areas.**

J. **Footwear is required in all interior common areas of the Embassy complex.**

PATIO/BALCONY REGULATIONS

1. Plants and decorations should be attractive and tasteful.

2. Hanging plants and/or windsocks should not extend below your own balcony. Hanging flower boxes must be hung only on the **inside** of your balcony railing. No wind chimes are allowed.

3. No storage of bicycles, toys or swim equipment is allowed.

4. Drying of clothes and other items, including swim related items, is prohibited.

5. Nothing may be placed on the stones surrounding the patios by the unit owners.

6. Wall unit air conditioner boxes must be stored in your own storage areas or under the air conditioner.

7. Wall unit air conditioner boxes must be white and repaired if needed before replacing for winter.

8. Covers for central or free-standing air conditioners must be gray or black.

9. No lightweight furniture or empty planters may be stored on balconies or patios over winter.

10. Carpet may not go up the edge of the building to the patio door and may not cover any metal edging on the balconies.

11. **Patio doors and/or windows with deteriorating grids must be repaired or replaced with prior Board approval.**

12. Holiday decorations should be removed in a timely fashion.

13. **Absolutely no charcoal or gas grills are to be used or stored on patios or balconies.**

14. **Board approval is needed before doing any modifications or updates to patios/balconies as these are Special Limited Common Areas and must conform to existing exteriors.**

POOL REGULATIONS

Revised 6/6/2019

1. The pool will open and close at the discretion of the Pool Committee. Pool hours 7AM to 10PM. Be considerate of others while in the pool as voices echo.

2. Use of the pool can be denied if rules are not followed.

3. The pool area is considered the pool and fenced in area around pool.

4. Swimmers must sign in on the sheet outside the clubhouse before entering the pool area and sign out upon exiting.

5. **Per State law** the pool gate must remain latched at all times after entering or leaving the pool. All persons must enter and leave through the gate. **{DHS 172.31(4)}**

6. Everyone in the pool area must wear a swim tag at all times. A maximum of four (4) guests are allowed per unit. **Pool Capacity is 65 people.**

7. An adult resident must be near the pool area when their guests are present and are solely responsible for their guests' behavior. Also, an adult must be in the fenced in pool area with children under the age of 18. (Exceptions may be made upon request of the Pool Committee.)

8. **Any regularly diapered adults or children are required to wear a swim diaper.** Children under the age of 6 are permitted to wear a swim vest.

9. Do not enter the pool if you have a communicable disease or open cut.

10. Shower before entering the pool.

11. No horseplay, running, etc. is allowed in the pool area. No playing on the rope.

12. No inflatable toys, balls or frisbees are allowed in the pool or pool area. Noodles, paddle boards and dive sticks are allowed.

13. Waterproof suntan lotion is allowed **but not oil.**

14. Glass and breakable beverage containers are prohibited in the pool area.

15. Do not bring food, beverages (other than water), gum or tobacco into the pool area.

16. Anyone with sensitive skin may wear a t-shirt over their swimsuit. No street clothes or cut off pants are allowed as swimwear.

17. Footwear is required in the clubhouse.

18. Clubhouse reservations do not include exclusive use of the pool.

19. **NO DIVING ALLOWED**

ALL PERSONS USING THE POOL DO SO AT THEIR OWN RISK. RESIDENTS

RECYCLING REGULATIONS

The following guidelines are mandatory. There is a refuse/recycling room in the basement of each building with clearly marked containers.

- **ALUMINUM**
  Clean aluminum cans, foil or tins should be placed in marked container in recycle/refuse room in garage

- **CARDBOARD**
  Cardboard boxes should be broken down and placed in marked containers in recycle/refuse room in garage

- **GARBAGE**
  All garbage must be taken down to recycle/refuse room in garage or outside in garbage container

- **GREASE**
  Any cooking grease should be placed in sealed containers and taken to recycle/refuse room

- **PAPER**
  Newspapers, magazines, mail, bags of shredded paper and other printed material should be placed in proper container in recycle/refuse room in garage

- **PLASTIC-GLASS-METAL**
  Clean plastic (#1-7), glass and metal may be mixed and placed in one of the marked barrels in the recycle/refuse room in garage

- **STYROFOAM**
  Large pieces of packing styrofoam should be placed on barrels in recycle/compactor room. Small pieces should be put in regular garbage in recycle/refuse room

THE FOLLOWING ITEMS ARE THE RESPONSIBILITY OF EACH RESIDENT TO DISPOSE OF PROPERLY AND CANNOT BE LEFT IN RECYCLE/COMPACTOR ROOM OR BY DUMPSTERS:

APPLIANCES BATTERIES CARPETING/FLOORING

COMPUTERS AND COMPUTER MONITORS ELECTRONICS FURNITURE

MATTRESSES/BOX SPRINGS PAINT/STAIN PLUMBING

REMODELING DEBRIS TELEPHONES TELEVISIONS TIRES

SYRINGES/CATHETERS (It is illegal to dispose of them here! Contact your clinic or hospital for proper disposal)

THANK YOU FOR YOUR COOPERATION

REMODELING AND MODIFICATIONS

1. **In regard to the 18 corner units at 151 N University Drive:** No unit owner shall disturb the **Zonolite** affected walls or ceilings in the master bath area without **prior written** approval from the Embassy Condominium Board of Directors. **Removal must be done by a certified contractor.**

   This includes cutting holes, removing or opening access panels, removing the medicine cabinet, light fixtures or penetrating the walls or ceiling of the master bath in any way. If anyone does this without Board approval, they are completely liable for whatever damage their action may cause.

2. Any type of structural work must have prior Board approval and City of West Bend Building Permit. The building permit number should be given to office.

3. Any change to **Limited Common Areas (Declaration Article VI, Sec. 6.01)** or **Special Limited Common Areas (Declaration Article VI, Sec. 6.02)** must have prior Board approval.

4. All work must be done between 8AM and 5PM Monday through Saturday (except for emergencies).

5. The maintenance man must be notified before work begins on any project.

6. **Unit owners are responsible for cleanup of any common areas during project.**

7. Installation of ductless air conditioning units must have prior Board approval. (Forms in office)

PLEASE SEE NEXT PAGE FOR UNIT REMODELING/MODIFICATION REQUEST FORM
(They may also be found in the mail rooms or request one from the office.)

EMBASSY CONDOMINIUM HOMES ASSOC. INC.
OVER 55 COMMUNITY (HOPA)

UNIT REMODELING/MODIFICATION REQUEST

Before beginning project, please provide this completed form to the Board of Directors at least 1 week prior to their monthly meeting. You will then be put on the agenda for approval.

DATE_____ OWNER_____ UNIT #_____

I request to do the following remodeling/modification to my unit, Limited Common Area, or Special Limited Common Area (Declaration Article VI):

_____

_____

_____

_____

_____

_____

Please attach pertinent documents, i.e.: drawings, window/door specs (including # of grids), etc. **If remodeling includes disturbing any Zonolite in the North building corner units a copy of the certified contractor bid is also attached.**

For any structural work I will provide the City of West Bend Building Permit # to the Embassy office.

I am also aware that work on this project can only take place from 8AM to 5PM Monday through Saturday and that I am responsible for cleanup of any common areas that have been soiled because of this project.

_____

Owner Signature Date

BOARD APPROVAL ON _____

_____

President Signature Date

Embassy Garden Regulations

Rental Fees
$5 per plot
$5 per plot to be tilled
Fees are non-refundable

The Chairperson of the Garden Committee will post a garden sheet in the Spring of the year. It will list all current garden plots and have an area for new garden plot sign-up.

1. Gardens must be maintained (weeded and cleared of debris) and be aesthetically pleasing. Signage will be provided and will indicate resident.
2. Gardeners who do not maintain their gardens will be given notice. If improvements have not been made within 2 weeks, the gardener will lose their garden plot and it will be allotted to the next person on the waiting list.
3. If a gardener loses their plot, they must remove their personal items within the week. If they are not removed, they will become the property of the Embassy.
4. If there is a legitimate circumstance for not maintaining your plot the gardener must contact the garden chairperson to discuss the matter personally.
5. Please keep your "garden" within the plot lines and not spill over to an abutting plot. Try to keep shared lot line areas free of weeds. Talk to you neighbor about maintaining that area.
6. Trailers, bikes, etc. are not allowed as gardens are not a storage area. Only decorative items may be on the fence.
7. A storage bin for garden tools is acceptable as long as it is visually pleasing.
8. Compost bins are allowed.
9. Garden related items to beautify the garden are allowed.
10. Gardeners may have a grill on their plot **(See Rules & Regulations #29 for compliance).** Please be mindful of keeping the grilling area clean as to not attract animals.
11. One or 2 chairs, a bench, or a small table (24" diameter or less) may be placed in your garden.
12. Gardeners may not "sell" or transfer their plot(s) if they move. The plots are the property of the Embassy Condominium Homes Association, Inc.
13. Any new fencing needs to be approved by the garden committee.
14. The gardens will be monitored by the Garden Committee made up of 3 residents. The chairperson will give any needed notices.

The gardens are an asset to our community but also a
<u>privilege</u> that can be revoked at any time.
Thank you for your cooperation.