DECLARATION

THE CHARLESTOWN CONDOMINIUM
West Bend, Wisconsin

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ARTICLES OF INCORPORATION

OF

CHARLESTOWN CONDOMINIUM HOMES ASSOCIATION, INC.

ARTICLE I. Name.

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

ARTICLE II. Principal Office.

The principal office of the Association is located at 700 Verdant Drive, Elm Grove, Wisconsin 53122.

ARTICLE III. Registered Agent.

Charles Groskopf, whose address is 700 Verdant Drive, Elm Grove, Wisconsin, is hereby appointed the initial registered agent of this Association.

ARTICLE IV. Incorporator.

The name and address of the Incorporator is Charles Groskopf, 700 Verdant Drive, Elm Grove, Wisconsin.

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 CHARLESTOWN CONDOMINIUM HOMES located on that certain tract of land described as follows:

> That part of the Southeast Quarter (SE-1/4) of the Southeast Quarter (SE-1/4) of Section Thirteen (13) Township Eleven (11) North, Range Nineteen (19) East, City of West Bend, Washington County, Wisconsin, which is bounded and described as follows:
>
> Commencing 406 feet North of the Southeast Corner of said Section Thirteen (13) thence West 50 feet to the West line of River Road, thence continuing West 260 feet along the North line of Redwood Street, thence North 475.11 feet along the East line of Imperial Court, thence East 260 feet to the West line of River Road, thence South along the West line of River Road 475.87 feet to the place of beginning.

ARTICLE VI. Membership.

Every person or entity who is a record owner of a Unit of CHARLESTOWN 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 CHARLESTOWN 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 CHARLESTOWN CONDOMINIUM HOMES, and shall be entitled to one (1) 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 three (3) 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
Charles Groskopf	700 Verdant Drive Elm Grove, Wisconsin
Elizabeth Groskopf	700 Verdant Drive Elm Grove, Wisconsin
Edward Wolf	12300 Christine Lane Wauwatosa, Wisconsin

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 of these Articles shall require the consent of Seventy-five Per Cent (75%) of the votes as provided in ARTICLE VI.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Wisconsin, I, the undersigned, constituting the Incorporator of this Association, have executed these Articles of Incorporation this 9 day of May, 1974.

/s/ CHARLES GROSKOPF
Charles Groskopf

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 9 day of May, 1974, the above named Charles Groskopf, to me known to be the person who executed the foregoing Articles of Incorporation and acknowledged the same.

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

(SEAL)

This instrument was drafted by Atty. C. J. Schloemer, West Bend, Wisconsin

CONSENT RESOLUTION APPROVING RESTATED DECLARATION
THE CHARLESTOWN CONDOMINIUM
WEST BEND, WISCONSIN

WHEREAS, The Charlestown Condominium was created by a declaration dated December 10, 1974 and recorded on December 12, 1974 in Volume 577 of Records beginning at page 57 as Document #358915, which original declaration was amended by the declarant and developer in an instrument dated May 21, 1976 and recorded May 27, 1976 in Volume 610 of Records on page 181 as Document #373336; and

WHEREAS, the Board of Directors of The Charlestown Condominium Homes Association has authorized the preparation of the foregoing Restated Declaration as a comprehensive amendment to the original declaration as amended for the purpose of:

(a) bringing the declaration into conformity with the law of the State of Wisconsin as set forth in Chapter 407 of the Laws of 1977, now known as Chapter 703 of the Wisconsin Statutes;

(b) deleting provisions which are no longer necessary or desirable; and

(c) amending other provisions which the Board of Directors has determined to be appropriate; and

WHEREAS, this comprehensive amendment is permitted by secs. 703.09(2) and 703.38 of the Condominium Ownership Act of the State of Wisconsin and sec. 17.12 of the original declaration which provides as follows:

> "Section 17.12. - Amendment of Declaration. The provisions of ARTICLE I, Section 6.01, Section 6.02, Section 6.03 and Section 14.02 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 by the Developer without any action by the Unit Owners or Unit

and to promote the health, safety and welfare of the unit owners and residents of CHARLESTOWN 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.

Mortgagees while Developer owns eight (8) 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."

and,

WHEREAS, in the foregoing Restated Declaration the provisions of Article I, Section 6.01, Section 6.02, Section 6.03, Section 14.02 and Section 17.06 are not amended but are sometimes assigned new section numbers as follows:

Original	Restated
Article I	Article I
6.01	4.02
6.02	4.03
6.03	4.04
14.02	11.02
17.06	14.04

and,

WHEREAS, it is understood that the consent of Charles Groskopf, the original declarant and developer, must be obtained to amend the provisions of Section 17.02 of the original declaration which reads as follows:

"Section 17.02. - 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 XII hereof."

and,

WHEREAS, nothing in the Restated Declaration affects the con-

dominium name, legal description, building identification system, unit designation and identification system or the percentage of ownership interest in the common elements assigned to each Unit;

Now, therefore, the undersigned, being at least seventy-five percent (75%) of the Unit owners and mortgagees of The Charlestown Condominium, do hereby consent to and approve the foregoing restated Declaration for The Charlestown Condominium.

Name	Unit No.	Date
Robert A. Bailey	G763	26
Gloria J. Bailey	G763	
David A. Collura	C748	
Sheri L. Collura	C748	
Bruce L. Connolly	F743	
Janice A. Connolly	F743	
Trudy M. Griffiths	C744	
Charlene A. Hefter	F741	
Mildred Kochansky	A1306	
Harlan Krubsack	D725	
Agnes M. Landvatter	E739	
John F. Lehnerz	B754	

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Kathryn A. Lehnerz	B754	
Joanne L. Marschke	C746	
Mark A. Marschke	C746	
Albert C. Marschner	A1312	
Diane D. Marschner	A1312	
Donna J. May	G761	
Robert A. May	G761	
Eunyce Mayes	D727	
Donald H. Mondlock	A1310	
Carol A. Muckerheide	B750	
James R. Muckerheide	B750	
June T. Naumann	A1308	
Thomas L. Newcomer	E737	
Eileen N. Ourada	B756	
Gayle P. Powell	C740	
Michael F. Powell	C740	
Margaret C. Rosenthal	A1306	

Richard W. Rosenthal	A1306	
Ronald D. Scheid	E733	
Priscilla Schwabauer	G767	
Donald E. Stettler	D729	
Julia B. Stettler	D729	
Herman Striebel	F745	
Lillian Striebel	F745	
Wilfred J. Theisen	B752	
Angelina C. Thornburg	C742	
Harold L. Thornburg	C742	
Patricia C. Turnquist	C738	
Alice A. Walter	F747	
Leonard Walter	F747	
Joyce A. Wandschneider	G765	
James A. Weyer	D731	
Virginia E. Weyer	D731	
Douglas J. Wilson	E735	

_____	E735	_____
Karen J. Wilson		
West Bend Savings & Loan Association	A1312 G761 B750 G763 C738 G765 C746 D725 D729 D731 E733 E739 F743 F747	
By_____		_____
Guaranty Savings & Loan Association	C748	
By_____		_____
M&I First National Bank	B756 D727	
By_____	F741	_____
Heritage Bank	B754 C740	
By_____		_____
West Bend Marine Bank	A1308	
By_____		_____
West Bend Employees Credit Union	C742 E735	
By_____		_____
Universal Mortgage Company	E737	
By_____		_____
Wisconsin Electric (Employee Mutual Benefit Assn.)	A1310	
By_____		

Signatures authenticated this _____ day of _____, 1984.

_____
Aldwin H. Seefeldt
TITLE: MEMBER STATE BAR OF WISCONSIN

This Instrument was Drafted by:

Attorney Aldwin H. Seefeldt
West Bend, Wisconsin