REEL 1349 IMAGE 1196

DECLARATION OF CONDOMINIUM

FOR

EMERALD GREEN NO. 1 CONDOMINIUM

1636-1644-1652 and 1672-1680-1688 South 115th Court
West Allis, Wisconsin

5451192

REGISTER'S OFFICE } ss
Milwaukee County, Wis.
RECORDED AT 10 25 AM

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REGISTER OF DEEDS

THIS DECLARATION is made pursuant to the Condominium Ownership Act, Chapter 703, Wis. Stats., this 2nd day of January, 1981, by R-D SPECIAL, a joint venture between NATHAN J. RAKITA and DANIEL DROBAC (hereinafter referred to as "Declarant").

DEFINITIONS

1.1 "Act" shall mean the Condominium Ownership Act of the State of Wisconsin, Chapter 703, Wis. Stats., now in effect and as it may be hereafter amended.

1.2 "Association" shall mean the EMERALD GREEN NO. 1 CONDOMINIUM OWNERS' ASSOCATION, INC., a non-stock, non-profit corporation which is comprised of all unit owners acting as a group in accordance with the Act, this Declaration, the Articles and the Bylaws, and which shall be administered and operated by a Board of Directors.

1.3 "Articles" shall mean the articles of incorporation for EMERALD GREEN NO. 1 CONDOMINIUM OWNERS' ASSOCIATION, INC., a non-stock, non-profit corporation organized under Chapters 703 and 181 of the Wisconsin Statutes.

1.4 "Board" shall mean the Board of Directors of the Association.

DOC # 5451192 #
RECORD 44.00

1.5 "Bylaws" shall mean the Bylaws of the Association.

1.6 "Common Areas," "Common Areas and Facilities," and "Common Elements" shall all mean the entirety of all lands, structures and improvements of whatever kind or nature (excluding the units) which are located on, comprise a part of, or are appurtenant to the property subject to this Declaration. All the common elements shall be owned by all the unit owners as tenants in common under the Act with each unit having a 1/48th interest therein and shall include all limited common elements.

1.7 "Condominium Documents" shall mean this Declaration, the Articles, the Bylaws and any Rules and Regulations adopted by the Board from time to time, as any of the foregoing may be amended from time to time.

1.8 "Declaration" shall mean this Declaration of Condominium, as amended from time to time, together with any and all supplementary declarations which may be recorded.

44.00

1.9 "Declarant" shall mean R-D SPECIAL, a joint venture consisting of NATHAN J. RAKITA and DANIEL DROBAC.

1.10 "Improvements" shall mean all buildings, fixtures, roads, driveways, parking areas, fences, plants, lawns, gardens, landscaping and all structures, recreational areas, and other facilities or items of any kind located on the property (excluding the units).

1.11 "Limited Common Elements" shall be those common elements assigned to each unit, which are reserved for the exclusive use of the unit and the occupants of the unit.

1.12 "Owner" or "Unit Owner" shall mean the fee simple owner(s), or owner of a vendee's interest under a land contract, of record title to the unit, including: a) Declarant; and b) all joint owners of a unit, who shall be treated collectively as one unit owner regardless of the type of tenancy or estate; and c) all successors and assigns of such owner or joint owner.

1.13 "Joint Owner" shall mean an owner of record of any partial or shared legal ownership interest in a unit, regardless of whether held jointly, in common, or in some other form of tenancy or estate, together with all personal representatives, successors and assigns.

1.14 "Manager" shall mean any professional managing agent, whether an individual, firm, or corporation, who may be appointed by Declarant or retained by the Association to manage the common elements and the operation of the Association.

1.15 The "percentage of ownership interest" shall be appurtenant to each unit and shall include an undivided interest in all common and limited common elements, all in the percentage of a 1/48th interest for each such unit and an undivided 1/48th interest in all assets and liabilities of the Association.

1.16 "Property" shall mean the units, the real estate described in Section 2.3 and all improvements thereon, and all water, mineral, air and other rights, title, easements and interests appurtenant to the real estate.

1.17 "Rules and Regulations" shall mean those rules and regulations as may be adopted by the Board from time to time in accordance with this Declaration and the Bylaws.

1.18 A "Section" means a section of this Declaration (e.g. 1.18) and includes and refers to all subsections (e.g. (a)), paragraphs (e.g. (1)) and subparagraphs (e.g. (i)) unless a particular subsection, paragraph or subparagraph is specified.

1.19 "Unit" shall mean a part of the property subject to this Declaration intended for independent use and enjoyment as a single-family residential dwelling unit, consisting of one or more cubicles of air at one or more levels of space, having the following boundaries:

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(a) upper boundaries - shall be the plane of the under surfaces of the chords of the roof trusses or of the floor joists which serve as ceiling joists, such that all drywall, ceiling tile and other ceiling materials shall constitute a part of the unit;

(b) lower boundaries - shall be the plane of the upper surfaces of the floor joists or other structural supports for subflooring or other prefinished flooring such that all subflooring and other flooring materials shall constitute a part of the unit;

(c) vertical boundaries - shall be the plane of the interior surfaces of the wall studs of exterior walls of the unit and the plane of the outside faces of doors and windows for the unit such that all drywall, panelling and wall coverings and all doors, door casements, interior door framing, windows and window glass shall constitute a part of the unit.

1.20 "May" means something which is permissible or can be done without any obligation that it be done (whether expressed or implied); and "shall" means something which must be done.

STATEMENT OF DECLARATION

2.1 PURPOSE

The purpose of this Declaration is to submit the property to the condominium form of use and ownership as provided under the Condominium Ownership Act of the State of Wisconsin and this Declaration.

2.2 DECLARATION

(a) The Declarant hereby declares that R-D SECIAL is the owner of the fee simple title to the property which is hereby submitted to the condominium form of use and ownership pursuant to the Act, this Declaration and the other condominium documents.

(b) The property and all parts thereof shall be held, conveyed, transferred, encumbered, leased, assigned, improved, occupied and used subject to the terms, conditions and provisions of this Declaration, the other condominium documents and the Act (to the extent not contrary to the condominium documents), all of which shall be deemed to be covenants running with the land and shall bind the Declarant and all parties now or hereafter having any legal or equitable interest in the property or any portions thereof whether as owners, joint owners, lessees, users, mortgagees, encumbrancers or otherwise.

2.3 LEGAL DESCRIPTION OF PROPERTY

The property which is hereby submitted to the Act and this Declaration is certain real estate located in the City of West Allis, County of Milwaukee, Wisconsin, and legally described as:

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Lots 18, 19, 20 and 21 in EMERALD GREEN ADD'N. NO. 1, being a Redivision of Lot 11 in Emerald Green, being a subdivision of a part of the NE 1/4 of Section 6, T 6 N, R 21 E, in the City of West Allis, Milwaukee County, Wisconsin.

Such real estate is also described and shown on the plats attached hereto as Exhibits "A" and "B."

2.4 NAME

The property, including all units and improvements, shall be known as "EMERALD GREEN NO. 1 CONDOMINIUM."

DESCRIPTION OF BUILDINGS AND UNITS

3.1 DESCRIPTION OF BUILDINGS

There are two 2-story buildings constructed on the real estate, each of which contains 24 units, such that there are a total of 48 units comprising the EMERALD GREEN NO. 1 CONDOMINIUM, all of which are two-bedroom units.

Each building is a 2-story, multi-family residential cluster of three eight-family units, totalling in all 48 separate units, with each building having a basement. One storage locker and two parking spaces, one in the garage and one outside, are appurtenant to each unit. Each building is similar in design and construction, being constructed principally of wood, brick veneer, and poured concrete, with asphalt shingle mansard roofs. The location for each building is set forth on the plats attached hereto as Exhibits "A" and "B."

3.2 DESIGNATION, LOCATION AND LAYOUT OF UNITS

The unit number of each unit and its location, floor plan and approximate area are set forth in the floor plans attached as Exhibits "C" through "N" inclusive. The common elements to which each unit has immediate access are the hallways adjoining the unit within the building, all as further depicted in said exhibits.

3.3 UNIT FACILITIES

The following items, areas and facilities (hereafter referred to as "facilities of a unit") shall not be considered common elements, but shall be considered a part of the unit owned by the unit owner to the extent that such items, areas or facilities are within the exterior boundaries of the unit or are used by or service that unit alone: a) equipment, appliances, fixtures, ducts, lines, pipes and laterals for services such as sewer, electrical power, gas, water, heat, air-conditioning and incineration; and b) all other apparatus, equipment, fixtures and materials used in conjunction with, or servicing, such unit alone.

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Each unit is served by an individual air-conditioning unit which shall be considered one of the facilities of the unit to be maintained and repaired by the unit owner. Each unit owner shall be responsible for all costs of air-conditioning his/her unit.

3.4 USE

(a) Each unit shall be used by the unit owner and any other occupants solely as a single-family residential dwelling, and shall not be occupied at any time by more than four persons, all of whom shall be above the age of 13 years, regardless of whether related or unrelated by blood, marriage, or adoption. No unit may be used at any time for conducting any business or commercial activity of any kind, except that any unit may be leased by a unit owner to tenants for terms of not less than one year and any unit owner or tenant may conduct business from the unit by telephone, but only to that extent; provided that Declarant may use any unit(s) which it owns as a sales office or model unit in conjunction with its sales activities, and Declarant and any mortgagee who has or acquires possession of or title to a unit may also lease any such unit(s) for terms of not less than thirty days.

(b) Use of each unit shall also be subject to the act, the other provisions of this Declaration, and the Bylaws and all Rules or Regulations as may be adopted by the Board from time to time.

3.5 UNIT MAINTENANCE

(a) Each unit and all its facilities, and other fixtures, appliances and equipment located within or designated as a part of such unit shall at all times be maintained and repaired by the unit owner, at such unit owner's expense.

(b) Upon the failure of any unit owner, after reasonable notice, to perform any maintenance or repairs to a unit or its facilities which the Board may determine necessary or advisable for protection of common elements or for aesthetic reasons, the Association may (at its option) perform the same and may make special assessments against the unit and the unit owner for the cost thereof, either before or after such maintenance or repairs are performed. There shall be a perpetual easement for the Association and its officers, directors, employees, agents, servants and independent contractors to enter the unit at all reasonable times upon advance notice to the unit owner (and in emergencies without notice) to perform such maintenance or repairs which the Board determines necessary or reasonable and which it elects to perform.

OWNERSHIP OF UNITS

4.1 EXCLUSIVE OWNERSHIP OF UNITS

Each unit owner shall be entitled to the exclusive use, ownership and possession of his, her or their unit, subject

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to the limitations, restrictions and other provisions of the Act, this Declaration, and the other condominium documents.

4.2 PERCENTAGE OF OWNERSHIP INTEREST

(a) Each unit owner shall own a 1/48th undivided interest in all common and limited common elements, plus a 1/48th undivided interest in all assets and liabilities of the Association.

(b) A unit owner's ownership interest in all common elements and in all hazard insurance proceeds, condemnation awards and other assets and liabilities of the Association may not be modified in any respect or for any reason.

4.3 EASEMENTS FOR ACCESS

Each unit owner and all tenants or other occupants of a unit (except as otherwise provided under any leases) shall have the following non-exclusive rights and easements which shall be appurtenant to and shall pass with title to every unit and may be exercised in accordance with the Act, this Declaration and the other condominium documents: a right of ingress and egress over and across driveways, walks, hallways, stairs and other common elements necessary for pedestrian access to the unit and to all limited common elements reserved for that unit, provided such access is not on or over limited common elements reserved for any other unit(s); and a right of ingress and egress over and across driveways and parking areas necessary for vehicular access to parking stalls reserved for the exclusive use of such unit, provided such access is not on or over limited common elements reserved for any other unit(s).

4.4 NO PARTITION OF UNITS

If any unit shall be owned by two or more joint owners, nothing contained in this Declaration shall prohibit a judicial partition of such unit as between such joint owners so long as such partition does not involve a physical partition, separation or division of the unit into two or more residential dwelling units. No unit shall be physically partitioned, separated or divided into two or more residential dwelling units.

COMMON ELEMENTS

5.1 USE OF COMMON ELEMENTS

(a) Each unit owner and his, her or their tenants (except as otherwise provided under any lease) shall have a non-exclusive right and easement to use and enjoy all common elements (other than limited common elements reserved for the exclsuive use of any other unit, all subject to the Act, this Declaration, the Bylaws and any Rule and Regulations adopted by the Board from time to time.

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(b) Except for damages covered by insurance maintained by the Association, each unit owner shall be responsible and liable to the Association for any damage (except ordinary wear and tear) to the common elements caused by or at the direction of such unit owner or any tenant, guest or occupant of the unit or caused by improvements or repairs to, or by a lack of maintenance of, the unit or the limited common elements appurtenant to the unit.

(c) There shall be no obstruction of any common elements other than for temporary parking of motor vehicles in designated parking areas or as necessary for repairs to the property or for excavation or construction of improvements to the common areas, nor shall anything be kept or stored in or upon any part of the common or limited common elements (other than as otherwise expressly authorized under this Declaration or the other condominium documents) without the prior written consent of the Board.

(d) Nothing shall be removed from nor erected, emplaced, altred, or constructed in or about the common or limited common elements without the Board's prior written consent, unless specifically authorized under the condominium documents.

5.2 CONSTRUCTION OF IMPROVEMENTS, MAINTENANCE AND REPAIRS

(a) The Association shall be responsible for maintenance and repair of all existing improvements and for construction, maintenance and repair of all other improvements which the Association may wish to install, except as otherwise provided in any of the condominium documents. All such costs and expenses for maintenance or repair of any improvements or for construction or installation of any improvements (other than for construction of existing improvements) shall be considered common expenses to be shared equally by the owners of all units. All costs and expenses for maintenance and repair of roads, drives, walks, sanitary sewers, storm sewers, water lines, and other utilities or services within or comprising the common elements and available for use by more than one unit shall also be common expenses and shall likewise be shared equally by all unit owners. Declarant shall not be responsible or liable for any costs or expenses for construction or installation of improvements beyond the existing improvements reflected in the plats and floor plans.

(b) No unit owner may exempt himself or herself from liability for common expenses, regardless of the form of ownership of the unit or the extent of use of the common elements by such owner or other occupants of the unit.

5.3 NO PARTITION, ENCUMBRANCE OR TRANSFER OF COMMON ELEMENTS

(a) There shall be no partition of the common elements through judicial proceedings or otherwise without the prior written consent of all unit owners and their mortgagees unless this Declaration is terminated and all property is withdrawn from the terms of any statutes applicable to condominium ownership.

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(b) Neither the Declarant nor the Association may abandon, subdivide, encumber, sell or transfer any of the common elements apart from an encumbrance, sale or transfer of a unit without the prior written consent of all unit owners (other than Declarant) and their mortgagees, except for easements or right-of-ways which may be granted under Subsection 10.3(c) and lien rights as may be granted or as may arise against the percentage of ownership interest in common elements appurtenant to a unit.

LIMITED COMMON ELEMENTS

6.1 DESIGNATION OF LIMITED COMMON ELEMENTS

The limited common elements appurtenant to each respective unit, which are to be assigned to the unit in the deed from Declarant and will thereby be reserved for the exclusive use of the unit owner, shall consist of: a) one basement storage area as designated in the deed to the unit from Declarant by reference to a locker number; and b) two parking stalls (one indoor and one outdoor), as designated in the deed to the unit from Declarant by reference to parking stall numbers.

6.2 USE OF LIMITED COMMON ELEMENTS

(a) Except as may be authorized by the Rules and Regulations, no limited common elements may be used for temporary or permanent storage of articles, equipment, vehicles or materials of any kind, except for parking of light trucks and automobiles in parking stall(s) and the storage of articles in the basement storage area for the unit. No flammable, explosive or other dangerous substances, liquids or materials shall be stored or kept by any unit owner in his/her basement storage area. No motorcycles, trailers, mobile homes, snowmobiles or other non-automobile motor vehicles may be stored on the premises.

(b) The rights to exclusive use and enjoyment of the limited common elements appurtenant to a unit shall not be subject to transfer or conveyance apart from a transfer or conveyance of the unit to which they are appurtenant. Such rights to use and enjoy all limited common elements then appurtenant to a unit shall automatically pass with the transfer or conveyance of title to the unit.

(c) The use of parking stalls and the basement storage area appurtenant to the unit shall be subject to such Rules and Regulations as the Board may adopt from time to time.

DAMAGE OR DESTRUCTION

7.1 UNIT DAMAGE

(a) This section shall apply in the event of any damage or destruction to all or part of any unit from one or more occurrences.

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(b) The owner(s) of a unit shall be solely responsible for all interior repairs, reconstruction and rebuilding of such unit and all its facilities and contents in the event of any damage of any kind resulting from any cause(s) whatsoever, except that this provision shall not preclude or otherwise affect the unit owner's right to recover any such costs and expenses from any person(s) responsible for such loss. The Association shall be responsible, and shall reimburse the unit owner, for the cost of repairs or replacements required by reason of physical damage to a unit or it contents or the contents of the basement storage area if (and only if) such damage is caused by the clogging, breakage, lack of repair or defective or damaged condition of any common elements or by any insured fire or other casualty or occurrence for which the Association has insurance coverage, but only to the extent of such coverage.

(c) Any unit damaged by fire or other casualty or occurrence of any kind shall be promptly repaired, reconstructed or rebuilt by the unit owner, at his, her or their expense (following completion of repairs or rebuilding by the Association of the common elements necessary therefor), if the cost of such repairs is reasonably estimated to be less than 50% of the fair market value of the unit prior to the date of initial damage or destruction, as determined on a cost approach basis.

(d) The proceeds of collectible insurance maintained by the Association under Section 9.4(a)(5) shall be made available for the purpose of repairing and rebuilding those damaged portions of a unit so insured, upon submission of contractors' invoices and lien waivers for work performed, unless the owner or mortgagee of such damaged unit and the owners or mortgagees of at least two-thirds of all other units agree in writing that such insurance proceeds need not be so applied, in which event the insurance proceeds attributable to such insured portions of a damaged unit shall be paid to the unit owner and the mortgagee as their interests may appear.

(e) If the cost of repair, reconstruction or rebuilding of such a damaged unit is reasonably estimated to be 50% or more of the unit's fair market value prior to the date of initial damage, as determined on a cost approach basis, the owner shall serve a written notice to the Board within thirty days after the completion of repairs to common elements necessary for commencement of repairs to the unit stating whether or not such unit will be repaired, reconstructed or rebuilt.

(f) In the event a unit owner fails to promptly perform any repairs, reconstruction or rebuilding, or serves written notice of an intent not to repair, reconstruct or rebuild, or fails to serve a written notice as required under Subsection 7.1(d) within the time provided, the Association shall have the option to purchase such unit (upon the vote of a majority of the Board) for 80% of the fair market value of the unit (assuming such unit was repaired to the extent of any proceeds of available insurance maintained under Section 9.4(a)(5), unless previously

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paid to the unit owner or mortgagee, in which case such value shall be in the then existing condition) which shall be determined on a market approach basis by a qualified appraiser selected by the Board prior to the exercise of such option; provided, however, such purchase price shall not be less than the total indebtedness due on any first mortgage on such unit. Such option shall be exercised by the Association, if at all, within ninety days following the receipt of written notice from the unit owner of an intent not to repair or rebuild or within ninety days following completion of repairs to the common elements necessary for such owner to commence repairs to the unit and the failure of the unit owner to so commence such repairs within forty-five days following completion of repairs to the common elements. The Association shall not be entitled to exercise this option to purchase without either fully satisfying any outstanding first mortgage on the unit or attaining the prior written consent of the holder of any such first mortgage and, upon exercise of such option, all proceeds of insurance maintained under Section 9.4(a)(5) shall then be payable to the Association, which shall repair the unit to the extent of such available proceeds recovered for damage to the unit.

(g) In the event the cost of repair, reconstruction or rebuilding of damage to a unit is reasonably estimated to be less than 50% of the unit's fair market value prior to the date of such damage or destruction (determined on a cost basis), it shall be conclusively presumed that each unit owner voted and the Association determined (on the 30th day following the completion of repairs to common elements necessary for commencement of repairs to the unit) that the unit shall be repaired, reconstructed or rebuilt by the unit owner. If the cost of repair, reconstruction or rebuilding of damage to a unit is reasonably estimated to be 50% or more of such fair market value, it shall be conclusively presumed that each unit owner voted and the Association determined (on the 30th day following completion of repairs to common elements necessary for commencement of repairs to the unit) that such unit shall be repaired, reconstructed or rebuilt within ninety days thereafter to the extent such repairs would be covered by insurance proceeds available to the unit owner or the Association for such purpose and additional repairs, reconstruction and rebuilding need not be undertaken by the unit owner in absence of any obligation to do so to a first mortgagee, unless the unit owner, the holder of any first mortgage on the unit and at least two-thirds of the owners or mortgagees on all other units determine otherwise in writing prior to such a presumed determination by the Association. However, nothing contained in this subsection shall preclude the Association from exercising its option to purchase such unit under Subsection 7.1(f) or preclude the Association or the unit owner (if the Association does not exercise such option to purchase) from thereafter repairing, reconstructing or rebuilding the unit at any time.

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7.2 DAMAGE TO COMMON ELEMENTS

(a) This Section and Article VI, Section 6.5 of the Bylaws shall apply in the event of any damage or destruction to all or part of any common or limited common elements resulting from one or more occurrences.

(b) Each unit owner shall promptly repair any damage to the limited common elements appurtenant to his/her unit caused by such unit owner or any tenant or occupant of the unit. The occurrence of any damage to any limited common elements shall constitute a vote by each unit owner and a decision by the Association on the 30th day following such damage that the same shall be repaired by the unit owner as provided above.

(c) Proceeds of insurance maintained by the Association under Section 9.4 shall be used to repair, reconstruct or replace any damage to common elements to the extent available, unless all owners of units within a damaged building and their mortgagees (or two-thirds of all unit owners, or their mortgagees, with respect to damaged portions of other common elements) agree in writing that such repairs or replacements should not be performed, in which event such insurance proceeds shall first be used to raze and remove or to permanently seal or cover the damaged items and to preserve the functional utility and aesthetic appearance of the property.

(d) The Association shall repair, reconstruct or replace any damaged portions of the common elements (other than storage lockers if damaged by the owner or other occupant of the unit to which it is appurtenant) to substantially the same condition as existed immediately prior to such damage if the costs of repair of such damage resulting from any single occurrence or series of occurrences are reasonably estimated to be covered by or to be less than $40,000 above the amount of available insurance proceeds (based upon 1980 value), unless the owners of all units within a damaged building and their mortgagees (or two-thirds of all unit owners, or their mortgagees, with respect to damaged portions of other common elements) agree in writing that such repairs should not be performed. The performance of repairs by the Association shall constitute consent by each unit owner and mortgagee that such repair should be performed, and any vote or written agreement by the unit owners or mortgagees not to have such repairs performed shall be effective only for repair work not already performed by the Association.

(e) If the cost of repairs for damage to common elements is estimated to be $40,000 or more in excess of the amount of available insurance proceeds (based upon 1980 value), such repairs shall be performed upon the vote or written agreement to do so by a majority of the owners of units within a

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damaged building or their mortgagees, or by a majority of all unit owners or their mortgagees in the event of damage to other common elements.

7.3 WAIVER OF PARTITION; VOTE FOR REPAIRS

By acceptance of a deed or other transfer or acquisition of any legal or equitable interest in the property or in any unit, each unit owner, joint owner, mortgagee, and other transferee:

(a) irrevocably waives all rights, and agrees not to prosecute any claim, for partition of the property or any part thereof (including any unit) as may otherwise be available under the Act or under Section 812.02, Wis. Stats. (as the same may be amended), or under any other laws of the State of Wisconsin, unless prior written consent to partition is obtained from each unit owner and their mortgagees;

(b) agrees that (regardless of any other provisions of this Declaration or the other condominium documents) the completion of repairs, reconstruction or rebuilding of damage to all or part of the property in accordance with Section 7.2 shall constitute consent by each unit owner and mortgagee and a determination by the Association that such repair, reconstruction or rebuilding should be performed and further agrees that the provisions of Section 7.2 shall constitute a vote by each unit owner and a decision by the Association that repairs, reconstruction or replacement of common elements shall or shall not be performed as provided under Section 7.2;

(c) agrees that in the event of damage or destruction of any part of a unit, the provisions of Section 7.1 shall constitute a vote by each unit owner and a decision by the Association that the same shall be repaired by the unit owner as required under Section 7.1, provided that such a vote and decision shall in no way obligate the Associatioin or any unit owner (other than the owner of the damaged unit) to perform or pay for any costs incident to repair, reconstruction, rebuilding or razing and removal of the damaged unit beyond the extent of available insurance proceeds.

7.4 VOTE FOR SALE OF PROPERTY IN THE EVENT OF DAMAGE

The unanimous vote of all unit owners and consent of their mortgagees shall be required for any sale of the entire property or a portion thereof or for partition of the property in the event of damage or destruction of all or part of the property and the failure of any unit owner or mortgagee to vote in favor of such a sale shall constitute a decision by the Association not to sell.

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CONVEYANCE OF UNIT

8.1 INTERESTS INCLUDED IN CONVEYANCE

No unit owner may sell, convey or transfer any legal or equitable interest in his, her or their unit without including the ownership interest in the common elements and in all assets and liabilities of the Association appurtenant to the unit; and any deed, mortgage or other instrument purporting to affect one or more of such interests, without including them all, shall be deemed to include all such rights, title, interests and obligations of the unit owner.

8.2 NOTIFICATION OF CONVEYANCE

Within five days after a sale, mortgage, transfer or conveyance (by deed, land contract or otherwise) of any legal or equitable interest in a unit, the purchaser or mortgagee shall deliver notice to the Association stating: a) the date of the conveyance; b) the unit; c) the purchaser's or mortgagee's name and mailing address; d) the name and address of the designee of such purchaser, if any; and e) any other information as may be required under the condominium documents or as may be reasonably requested by the Board.

EXPENSES, ASSESSMENTS, LIENS AND COLLECTION

9.1 COMMON EXPENSES AND ASSESSMENTS AGAINST UNITS AND UNIT OWNERS

(a) The Board shall pay or arrange for payment for all costs, expenses and liabilities incurred by the Association out of the proceeds of assessments which shall be made against the unit owners and their units.

(b) "Special Assessments" may be made by the Board against a particular unit owner and his, her or their unit for:

(1) costs and expenses (anticipated or incurred) for damage to common elements caused by or at the direction of that unit owner or guests or tenants of the unit owner or other occupants of the unit;

(2) costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the Bylaws, or the Rules and Regulations against the unit owner or other occupant of the unit;

(3) costs and expenses (anticipated or incurred) for emergency repairs to the unit;

(4) liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect of the unit or the storage area appurtenant to the unit;

(5) interest due on general and special assessments;

(6) forfeitures and other penalties levied by the Board for violations of the condominium documents by a unit owner or the tenants or guests of the unit owner or occupants of a unit;

(7) all other costs and expenses anticipated or incurred by the Association which are subject to special assessments as provided under this Declaration or the Bylaws.

(c) "General Assessments" shall be made and levied by the Board against each unit owner and his, her or their unit for the following "common expenses" which may be anticipated, incurred or paid by the Association for:

(1) maintenance, security, repairs, upkeep or operation of common elements and any additional common elements acquired by the Association;

(2) insurance maintained by the Association;

(3) taxes, assessments and charges of any kind made or levied by any governmental authority against the Association or upon any property of the Association;

(4) all costs and expenses for the operation and administration of the Assocition, including legal, accounting and management fees and other costs incident to the exercise of any of its powers or obligations;

(5) costs and expenses for additional improvements of any kind beyond the existing improvements in the plats and floor plans;

(6) all items subject to special assessment which have not been collected from a unit owner at the time payment of such item is due, provided that upon collection of the

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special assessment from that unit owner, all other unit owners shall receive an adjustment, reimbursement or other appropriate credit on future general assessments, as the Board determines appropriate, for payments made under this paragraph;

(7) all damages, costs, expenses and attorneys' fees incurred in, or in anticipation of, any suit or proceeding (whether administrative, legislative or judicial) which are not otherwise collected by special assessment;

(8) all other costs and expenses covered by the annual operating budget or declared to be common expenses under the Act, this Declaration or the Bylaws.

The general assessments shall be levied equally (that is, 1/48th against each unit and the owner of such unit) for all common expenses.

(d) The Association shall maintain separate books and records for general and special assessment accounts of the unit owners, as necessary, provided that all funds received by the Board from either assessment may be commingled and thereafer disbursed to pay any costs or expenses incurred by the Association which would be subject to general or special assessment.

(e) Declarant shall not be responsible for assessments levied against any unit prior to sale of fifty per cent of all of the units by Declarant. Declarant shall not be responsible for any general or special assessments for improvements, capital expenditures, reserves, or replacement funds of any kind which may be levied by the Board. The Board may at any time levy assessments for such purpose against the unit owners (other than Declarant) and against all units, including those owned by Declarant, except that such assessments against any unit(s) owned by Declarant shall not be due or otherwise collectible until Declarant conveys title to such unit and then only from the Declarant's successors in interest, with the lien therefor to be effective as of the date of transfer of title.

9.2 PAYMENT OF ASSESSMENTS

(a) Each unit owner shall promptly pay, when due, all general and special assessments made by the Board against such owner and his, her or their unit, together with all costs, expenses and reasonable attorneys' fees incurred by the Board in collction of any delinquent assessment(s). All assessments shall become due as the Board may determine appropriate (in a lump sum or in installments with or without interest), except that all

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assessments for the reserve fund to be maintained under Bylaw Section 6.4(a)(2) shall be payable in regular installments, without interest if paid when due. Time is of the essence with respect to all payments.

(b) All joint owners of a unit, except Declarant to the extent exempted by Section 9.2(a), shall be jointly and severally liable for all general and special assessments levied against the unit, regardless of the type of tenancy, estate or interest (whether joint tenants, tenants-in-common, or land contract purchaser(s) or seller(s), or otherwise).

9.3 DELINQUENT ASSESSMENTS: INTEREST, LIEN AND COLLECTION

(a) All general and special assessments which are not paid when due: shall bear interest at 12% per annum or at such other maximum rate as may then be permitted by law until the assessment is paid in full; shall constitute a lien on the unit and its appurtenant percentage of ownership interest; and shall be collectible and enforceable by the Board (in its own name or the name of the Association) by suit against the unit owner, by foreclosure of the lien and in any other manner or method provided under the condominium documents, the Act, or other laws of the State of Wisconsin. The lien granted hereunder shall also cover and include all interest accruing on delinquent assessments, plus costs, expenses and attorneys' fees for collection. Notwithstanding any other provisions of this Declaration or the Act to the contrary, any first mortgagee who obtains title to a unit pursuant to rights or remedies provided in the mortgage or through foreclosure shall not be liable for any unpaid assessments, charges or interest which may accrue prior to the acquisition of title to such unit by such mortgagee and, upon acquisition of title by such mortgagee, the lien upon such unit for such unpaid assessments and charges shall be automatically released and the amount of such uncollected assessments and charges shall be considered a common expense.

(b) Acceptance of a deed or other conveyance, transfer or acquisition of any legal or equitable interest in or encumbrance upon a unit, constitutes an assignment to the Association of all rents and profits from the unit, including those due and to become due, upon the following terms and conditions to the extent necessary to satisfy delinquent assessments. The assignment of rents and profits unde this subsection shall be effective (without further notice and with or without the appointment of a receiver) upon delivery by the Board of a written notice to the tenant(s) or land contract purchaser(s) of that unit specifying that the unit owner is in default in payment of assessments and demanding that all future payments be made to the Association until further notice. Following receipt of such a written notice and demand, the tenant(s) or land contract purchaser(s) shall pay the rents and profits to the Board without further obligation to the unit owner to the extent of payments so made.

(c) A unit owner who is delinquent in any payment due the Association shall not be entitled to vote on any matter

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if the Association has recorded a statement of condominium lien against the unit, nor shall any such owner serve as a Director on the Board during such time; provided, however, the delinquency by a unit owner shall not preclude or otherwise affect the exercise of voting rights by a mortgagee pursuant to an assignment or other transfer of voting rights to secure a mortgage on the unit.

(d) All rights and remedies under the Act, this Declaration or the other condominium documents for collection of assessments shall be cumulative and the election of one or more shall not constitute a waiver of any others.

9.4 INSURANCE

(a) The Association shall maintain, as a common expense, the following insurance coverages:

(1) Public liability insurance covering the Association, the Board and members of the Association against liability for damages or personal injuries sustained by any person, firm or corporation arising out of or resulting in whole or in part from the condition, use or operation of any common elements or from any activity of the Association, with limits of not less than $500,000/ person and $1,000,0000/occurrence for bodily injuiry or death and not less than $250,000/occurrence for property damage, including a waiver of subrogation rights against any member, officer or Director of the Association;

(2) Workmen's compensation insurance to the extent necessary to comply with applicable law;

(3) Indemnity, faithful performance, fidelity and other bonds, as may be required by the Board, to carry out the Association functions and to insure the Assocition against any loss from malfeasance or dishonesty of any employee or other person charged with management or possession of Association funds or other property;

(4) Fire and broad form extended coverage insurance in the name of the Association covering all common elements in the amount of the full insurable replacement value thereof, as determined by the Board from time to time, with loss payable to the Board as trustee for the Unit Owners and

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their respective mortgagees (as their interests may appear) and with a waiver by such insurer of any subrogation rights against the unit owners and the Association and their respective agents, servants and employees acting in good faith. Such insurance shall be non-cancellable except upon 30 days advance written notice to the Board;

(5) Fire and broad form extended coverage insurance for the basic shell of each unit (including doors, windows, cabinets, closets, subflooring, insulation, drywall for walls and ceilings, and standard plumbing and electrical fixtures; but excluding floor and wall coverings, appliances such as ranges, refrigerators dishwashers, disposals, washers and dryers, custom plumbing and electrical fixtures, drapes and window treatments, fire and security systems, and other contents or components of the unit, in the amount of the full insurable replacement value thereof, as determined periodically by the Board, with loss payable to the Board as trustee for the Association, the unit owners and their mortgagees (as their interests may appear) and with a waiver by such insurer of any subrogation rights against other unit owners and the Association and their respective agents, servants and employees acting in good faith. The premiums for such insurance coverage shall be paid in advance by each respective unit owner in the form of general assessments to be levied by the board. Each initial purchaser of a unit, upon receipt of a request from the Board or Declarant, shall deposit the estimated cost of one (1) year's premium for such insurance at the time of purchasing such unit and such deposit shall be used to pay such premium or to reimburse Declarant for the costs of such premium prepaid by Declarant.

Each unit owner shall be solely responsible for payment of the deductible portion of any claim under this policy of insurance for damage to his, her or their unit.

(6) Any other insurance coverage or additional protection which the Board may deem necessary or advisable, including, without limitation, comprehensive liability insurance.

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(b) Each unit owner shall be responsible for maintaining adequate insurance coverages for his, her or their unit (beyond the coverage to be maintained by the Association under Section 9.4(a)(5)) and for the limited common elements appurtenant to the unit and for all contents of the unit (including, without limitation, floor and wall coverings, appliances--such as any range, refrigerator, dishwasher,--custom plumbing and electrical fixtures, drapes and window treatments and fire and security systems) and for all personal property of the unit owner.

(c) Except as specifically provided in Sections 7.1 and 7.2 for application of proceeds of insurance maintained by the Association under this section to repair damage to any unit or common elements, no unit owner or other party shall have priority over any rights of a first mortgagee of a unit pursuant to its mortgage or mortgage note with repect to distribution of insurance proceeds for loss or damage to a unit or any common elements.

ASSOCIATION OF UNIT OWNERS

10.1 ASSOCIATION RESPONSIBILITIES

The Association shall be responsible for the operation and administration of the property in accordance with the Act, this Declaration and the other condominium documents.

10.2 MEMBERSHIP: VOTING

(a) Each unit owner shall be a member of the Association and shall be entitled to one membership and one vote for each unit owned, with ownership being the sole qualification for membership, except that Declarant shall have two votes for each unit owned by Declarant until such time as units aggregating a percentage of ownership interest in the common elements equal to 50% have been sold and title transferred by Declarant or until the second year anniversary date of Declarant's transfer of title to the first unit, whichever first occurs.

(b) Association membership and voting rights shall be appurtenant to each unit and shall not be assigned, conveyed or transferred in any way other than to a transferee of title to the unit or to the holder of an outstanding mortgage on the unit; nor shall membership or voting rights be retained, except upon retention of title to the unit. Joint owners of a unit shall share the one membership appurtenant to the unit in the same manner as their tenancy or estate in the unit. Any attempt to make a prohibited transfer or retention of such rights shall be null and void.

(c) The vote for each unit shall be cast as a whole, in person or by proxy, by the unit owner or by one of the joint owners or their designee who may be appointed in accordance with Section 2.3(c) of the Bylaws. Fractional votes will not be allowed and if joint owners do not agree on how the vote shall be cast or if a fractional vote is attempted, the right to vote on the matter in question shall be forfeited by such owners of the unit.

(d) Prior to Declarant's conveyance of units aggregating a percentage of ownership interest in the common elements equal to 25%, the unit owners (other than Declarant) shall elect 25% of the Directors on the Board, or more at the option of Declarant. Such Director(s), or his or her successor(s) elected by such unit owners, shall serve until the unit owners (other than Declarant) elect one-third of the Directors on the Board at a meeting of the Association to be held after the conveyance of units aggregating a percentage of ownership interest in the common elements equal to 40% but prior to the conveyance of units aggregating a percentage of ownership interest in the common elements equal to 50%. The election of Directors by the unit owners (other than Declarant) during such times shall be governed by Section 4.1 of the Bylaws.

(e) In any election of members of the Board after the conveyance by Declarant of units aggregating a percentage of ownership interest in the common elements equal to 50%, each unit owner shall be entitled to cumulate his, her or their votes and give one candidate, or divide among candidates, a number of votes equal to the number of directors to be elected multiplied by the number of units owned by such unit owner (except that prior to Declarant's sale and transfer of fee simple title to units aggregating a percentage of ownerhip interest in the common elements equal to 75%, Declarant may cumulate its votes based on two times the number of units owned by Declarant times the number of directors to be elected).

(f) In no event shall a unit owner be entitled to cast the vote appurtenant to a unit against which any general or special assessment is then delinquent.

10.3 POWERS OF THE ASSOCIATION

The Association shall have the following powers, in addition to any others which may be authorized or required under the Act, this Declaration or the other condominium documents:

(a) to levy and enforce payment of general and special assessments against a unit owner and his, her or their unit;

(b) to enforce the Act, this Declaration and the other condominium documents;

(c) to grant or otherwise convey easements or right-of-ways in, over and under common elements for the

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construction, operation or maintenance of: overhead or underground lines, cables, wires, conduits or other devices for electricity, lighting, heat, power, telephone, television, security and similar services; public sewers (storm and sanitary), water systems, sprinkling systems, and water or gas service, lines and pipes; and other similar public or quasi-public improvements or facilities;

(d) to purchase, sell and convey units pursuant to Section 7.1 or incident to foreclosure of a lien for assessments;

(e) to enter and execute contracts, deeds, mortgages and all other documents and instruments for Association purposes on behalf of all members;

(f) to incur indebtedness on behalf of all Association members for Association purposes and to execute promissory notes, checks, drafts and other instruments and give such security as may be required therefor, provided that the liability of any given member shall be limited to his, her or their percentage of ownership interest.

(g) to commence, prosecute, defend or otherwise be a party to any suit, hearing, or proceeding (whether administrative, legislative or judicial) involving the enforcement of the Act, this Declaration or the other condominium documents or the exercise of any powers, duties or obligations of the Association;

(h) to employ the services of any person, firm or corporation to manage the Association, levy and collect assessments, and to manage, inspect, maintain, operate, improve, repair, rebuild, reconstruct, replace or remove any common elements (provided, however, that any agreement for professional management of the Association by the Declarant or any other contract for services of Declarant or any person affiliated with Declarant shall provide for termination by either party without cause and without termination fee or penalty upon ninety days' prior written notice and may not exceed three years);

(i) to acquire, sell, transfer or exchange goods, equipment and other personal property or fixtures in the name of the Association for the operation, use, maintenance or enjoyment of the common elements or for the operation of the Association;

(j) to construct improvements to the common elements, except that any construction with an estimated cost of $3,000 or more (based on 1980 values) must first be approved by a majority of the unit owners in writing or by vote at a meeting called for such purpose;

(k) to adopt (by majority vote of the Board) Rules and Regulations consistent with this Declaration and the Bylaws for the management, operation, use and enjoyment of the common and limited common elements and for the use of the units, which

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may include forfeitures, fines or penalties to be assessed for violations thereof in accordance with such procedures as the Board may specify; and

(l) to exercise all other necessary or incidental powers to administer the property.

10.4 BOARD: EXERCISE OF ASSOCIATION POWERS

The Board shall exercise and perform all powers, duties and obligations of the Association specified in the Act, this Declaration or the Bylaws and not otherwise expressly requiring the prior vote or written consent of the Association members.

10.5 PERSONAL LIABILITY

No Director or officer of the Association shall be personally liable to any unit owner or to any other party, including the Association, for any loss or damage suffered or claimed on account of any act, omission, error or negligence of such officer or Director acting in such capacity, provided such person acted in good faith, without willful or intentional misconduct.

10.6 UNIT OWNER'S LACK OF AUTHORITY TO BIND ASSOCIATION

No unit owner (other than officers and members of the Board) shall have any authority to act for the Association or the other unit owners, as agent or otherwise, nor shall a unit owner (in such capacity as a unit owner) have any authority to bind the Association or the other unit owners to contracts, negotiable instruments or other obligations or undertakings of any kind.

10.7 EXECUTION OF DOCUMENTS

All contracts, deeds, notes and other instruments and documents of any kind shall be executed on behalf of the Association by the President (or any Vice President) and the Secretary or Treasurer and, when so executed, shall be deemed to be the act of, and shall be binding upon, the Association for all purposes, regardless of whether specifically authorized by resolution or other direction of the Board, provided the other party to such instrument or document does not procure the same by fraud or misrepresentation or with actual knowledge that such officers are not duly authorized to execute the same.

MISCELLANEOUS

11.1 AMENDMENTS TO DECLARATION

This Declaration may be amended at a meeting duly called for such purpose by an affirmative vote of the owners of at least 75% of all the units; provided, however, that any amendment to change or otherwise alter the percentage of ownership

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interest of any unit owner shall require unanimous consent of all unit owners and their mortgagees.

Copies of each amendment shall be certified by the President and Secretary of the Association or such other officers as the Board may designate and shall not become effective until duly recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, together with a certified copy of a resolution of the Board authorizing oficers, other than the President and Secretary, to certify such amendment, if not certified by the President and Secretary.

11.2 SERVICE OF PROCESS

Service of process upon the Association for all matters provided for in the Act or in this Declaration shall be made upon NATHAN J. RAKITA, 270 East Kilbourn Avenue, Milwaukee, WI 53202, until such time as the Association shall designate a successor to receive service of process by recording such designation with the Register of Deeds for Milwaukee County, Wisconsin, and by filing a copy of same with the Secretary of State of the State of Wisconsin.

11.3 UNIT OWNER LIABILITY: REAL PARTY IN INTEREST

(a) The owner of a unit shall be liable to third parties up to 1/48th of all costs, damages, debts, obligations and other liabilities of the Association. By acceptance of a deed or other conveyance or transfer of any legal or equitable interest in a unit, the owner, joint owner, and all other transferees consent to personal liability to the extent of 1/48th of any judgment enered against the Association without being made a party to the action in which such judgment is obtained, provided such liability shall be limited as provided under Subsections 11.3(a) and (b).

(b) A unit owner shall not be liable (directly or indirectly) to any person, firm, corporation or organization for any debt or other obligation of the Association or of the other unit owners beyond such owner's 1/48th ownership interest in the assets and liabilities of the Association. A unit owner shall not be liable for any personal injuries or damages arising out of any temporary or permanent condition or defect of any common elements beyond such owner's 1/48th ownership interest in the assets and liabilities of the Association. A unit owner shall also not be liable for other damages or liabilities of any kind arising out of the operation or management of the Association beyond his or her equal ownership interest in the assets and liabilities of the Association.

(c) The Association shall represent and defend the unit owners and shall be the real party in interest to represent and defend or prosecute any claim on behalf of or against all the unit owners in any suit, action or other proceeding: 1) for enforcement of any debt or other contractual obligation to or from the Association or all the unit owners; or 2) involving personal

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injuries or other damages of any kind arising out of any temporary or permanent condition or defect of any common elements; or 3) for damages of any kind arising out of the operation or management of the Association; or 4) for enforcement of the Act, this Declaration or the other condominium documents.

(d) The Association shall indemnify and hold each unit owner harmless for all liabilities, costs, expenses and damages which are determined to be enforceable obligations of the Association; provided that such unit owner shall be liable to the Association for his or her equal share of such common expenses.

11.4 SIGNS & WINDOW TREATMENTS

(a) No unit owner (other than Declarant) shall erect any temporary or permanent sign, banner, flag or other similar item of any kind upon the unit or upon any common or limited common elements, except with the prior written consent of the Board or as specifically authorized under this Declaration or the other condominium documents.

(b) Each unit owner shall have the right to attach to his, her or their unit building and construction permits and licenses, when necessary. No unit owner (other than Declarant) shall permit any sign of any kind to be placed in or about the unit or any common elements so as to be visible from outside the unit, including (without limitation) any sign indicating the availability of the unit "for rent" or "for sale." Declarant shall have the right to maintain "model" units and on-site offices and to install signs and sales materials and facilities on or about any units or the common elements as it determines appropriate for its initial sale of all units.

(c) No unit owner shall install, maintain or allow to be maintained any drapes, blinds or other window treatments of any kind which, when viewed from outside the unit, are of a color other than white or off-white, except as may otherwise be authorized in writing by the Board.

(d) Any sign, banner, window treatment or other items erected in violation of this Section may be removed by the Association, its agents or employees, without prior notice to or consent from the unit owner; and each unit owner grants an easement to the Association to enter his, her or their unit to effect such removal.

(e) The Association and any member, employee or agent of the Association shall not be liable to any unit owner for any damages occasioned by an act, omission, error or negligence involved in the removal of any sign, banner or other items maintained in violation of this section, provided such person acted in good faith, without willful or intentional misconduct.

11.5 ANIMALS, PLANTS AND INSECTS

(a) No unit owner shall permit pets, other than dogs and cats which were owned prior to purchase, to reside in any portion of the unit. In the event such a preowned pet exits, the unit owner may keep said pet for the rest of its life, provided that no dogs of greater than lap size shall ever be permitted regardless of prior ownership.

(b) No unit owner shall permit any thing or condition to exist in or upon any portion of the unit which may induce, breed or harbor infectious plant diseases, insects or rodents.

11.6 PROHIBITED ACTIVITY: QUIET ENJOYMENT OF PROPERTY

No use or activity is permitted within any unit or common or limited common elements which constitutes a visual, audio or physical annoyance or nuisance to any other unit owners or which otherwise interferes with the privacy and quite enjoyment of other unit owners or their tenants or which would violate any health or safety statutes, codes, ordinances or other applicable laws, rules or regulations.

11.7 EXCAVATIONS

No excavations, drilling or digging shall be performed in or upon any common elements without the prior written consent of the Board, except as necessary for the construction, repair or rebuilding of a unit or common elements; provided that in such cases of authorized excavation, drilling or digging by a unit owner, the unit owner shall restore the common elements to an equal or better condition than that which existed immediately prior to such activity, at such owner's sole cost and expense.

11.8 TRASH AND REFUSE

(a) Each unit owner shall be responsible for the temporary storage and regular removal of all rubbish, trash, papers, garbage and refuse from his, her or their unit, and from the parking and basement storage areas reserved for that unit, to temporary storage facilities to be maintained by the Association.

(b) The Association shall be responsible for the removal of all garbage, trash, papers and refuse from the common elements (other than from the parking areas and basement storage areas appurtenant to a unit) and for its removal from the temporary storage facilities, all costs of which shall be common expenses.

11.9 DISCRIMINATION: RESTRICTIVE COVENANTS

No unit owner shall unlawfully discriminate against the actual or prospective tenant or purchaser nor shall any unit

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owner execute or file for record any instrument which attempts to impose a restriction upon the sale, lease, or occupancy of a unit on the basis of sex, race, color, creed or any other unlawful discrimination.

11.10 ENCROACHMENTS: "AS-BUILT" CONTROLS

Each unit shall have an easememt over common elements to accommodate any minor encroachments due to or resulting from original construction, from settling or shifting of the unit or of the building containing the unit, or from other similar causes beyond the direct control of the unit owner. In the event of reconstruction or rebuilding of a unit or any part thereof as a result of damage or destruction, there shall be an easement for encroachments over the common elements to the same extent that existed prior to such damage and there shall also be an easement for any other minimal encroachments which may result therefrom.

Regardless of the restrictions and limitations on easements for encroachments under this Section, each unit shall have an easement over common elements to accommodate any encroachment by any portion of a unit caused for whatever reason if, within six months after such encroachment arises, no action is commenced to restrain or enjoin such encroachment by the unit or to compel the removal thereof. If no action is commenced to restrain, enjoin or compel a correction of any as-built variance within six months after completion of any construction, reconstruction, remodelling, repairs or other work on the property, the as-built layout, location and condition shall control over the plats and floor plans and this Declaration shall be deemed to have been amended accordingly.

11.11 INDEMNIFICATIONS

In the event the Association is, for any reason, found liable for damages, fines or penalties resulting, in whole or in part, from any unauthorized act of a unit owner or from any other act or omission of an owner in the management, operation, use or maintenance of his, her or their unit which violates the Act, this Declaration or the other condominium documents, or any applicable laws, ordinances or regulations, such unit owner shall indemnify and hold the Association harmless from all loss, liabilities, costs and expenses, including reasonable attorneys' fees incurred by the Association, except to the extent that such loss, liability, costs or expenses are covered by insurance maintained by the Association or arise from good faith acts or omissions of such unit owner as an officer or Director of the Association.

11.12 ENFORCEMENT: CUMULATIVE REMEDIES: NON-WAIVER

The Association (through the Board) shall have the exclusive right to enforce, by proceedings at law or in equity, all the terms, conditions, and provisions of the Act, this Declaration and the other condominium documents, except that any unit owner may proceed to enforce any such terms, conditions or

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provisions, at such owner's expense, if the Association fails to do so within sixty days following a written request by such unit owner for such action. Any unit owner violating any of the terms, conditions or provisions of the Act, this Declaration or the other condominium documents, shall pay all costs, expenses and actual attorneys' fees incurred by the Association or by a prosecuting owner in the successful enforcement thereof.

Each remedy set forth in the Act, this Declaration and the other condominium documents shall be in addition to all other rights and remedies available at law or in equity. All such remedies shall be cumulative and the election of one shall not constitute a waiver of any other. Any forebearance or failure of the Association to exercise any such right or remedy for any violation shall not be a waiver of such right or remedy under any circumstances unless a written waiver is obtained from the Board.

11.13 SEVERABILITY

The invalidity or unenforceability of any term, condition or provision of this Declaration or of any of the other condominium documents shall in no way affect the validity or enforceability of any other term, condition, or provision of this Declaration or of the other condominium documents, all of which shall remain in full force and effect.

11.14 COVENANTS RUN WITH LAND: TERM

All terms, conditions and provisions of this Declaration (as the same may be amended from time to time) shall constitute covenants running with the land and shall continue in full force and effect until the property is withdrawn from the provisions of the Act by unanimous consent of the owners of all units and their mortgagees or until the Declaration is amended in accordance with Section 11.1.

11.15 NO SURCHARGE OF ESTATES

The extent to which unit owners or lessees use the common elements shall not affect the obligation of each owner to share the common expenses for maintenance, repair and construction of the common elements; and any sale, conveyance or lease of individual units within a building, or any other division of estates, shall be without and free from all surcharge as may otherwise arise between dominant and servient estates.

11.16 MORTGAGE HOLDERS

(a) The holder of any first mortgage or other equivalent encumbrance on a unit may deliver written notice to the Association specifying their name and business address together with a request that the Association furnish any notices provided for under this section. Following receipt by the Association of such a notice and request, he Association shall furnish the first mortgagee or other equivalent encumbrancer:

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(1) written notice of any meeting of the Association to be held for the purpose of considering any proposed amendment to this Declaration or the Bylaws; and

(2) written notice of default by the unit owner for failure to comply with any terms, conditions or provisions of the Act, this Declaration or the other condominium documents, which is not cured within sixty days.

Each unit owner, mortgagee and other encumbrancer shall promptly notify the Association of the transfer or termintion of such mortgage or other lien interest in accordance with Section 8.2.

(b) Neither the unit owner nor any other party shall have priority over any rights of a first mortgagee of a unit pursuant to its mortgage or mortgage note with respect to distribution of any condemnation awarded for a loss or taking of a unit or any common elements or with respect to distribution of insurance proceeds for loss or damage to a unit or common elements, except as otherwise specially provided in Section 9.4 for repair of such damage.

11.17 NOTICES

(a) Notices to a mortgagee or other encumbrancer shall be deemed to have been duly given at the time of delivery or 72 hours after mailing within the State of Wisconsin by regular or certified mail addressed to the business office specified in the records of the Association, regardless of actual receipt.

(b) Notices to the Board shall be deemed to have been duly given at the time of delivery to a member of the Board or to the Association's on-site manager, if any, or 72 hours after mailing within the State of Wisconsin by certified mail to the President or Secretary of the Association, regardless of actual receipt.

(c) Notices to a unit owner shall be deemed to have been duly given, regardless of actual receipt, at the time of delivery to the unit or 72 hours after mailing by regular or certified mail to the unit owner or designee.

11.18 CAPTIONS AND SECTION HEADINGS

All captions and section headings of this Declaration are for convenience only and in no way define or limit the scope or effect of any of the provisions, unless the context necessarily requires otherwise.

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11.19 NON-HOMESTEAD

The property is not homestead property of the Declarant at the time of this Declaration.

11.20 TERMINATION

The property may be withdrawn from the provisions of the Act, and this Declaration terminated, only upon the recording of an instrument to that effect executed by all unit owners and their mortgagees.

IN WITNESS WHEREOF, this Declaration of Condominium is executed by the Declarant the day and year first above written.

R-D SPECIAL, a joint venture

By: _____ (SEAL)
Nathan J. Rakita, joint venturer

By: _____ (SEAL)
Daniel Drobac, joint venturer

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me, this 2nd day of January, 1981, the above named NATHAN J. RAKITA and DANIEL DROBAC, joint venturers, d/b/a R-D SPECIAL, a joint venture, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

_____
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: 7/15/84

This instrument was drafted by:

Richard J. Rakita, Attorney at Law
270 East Kilbourn Avenue
Milwaukee, WI 53202

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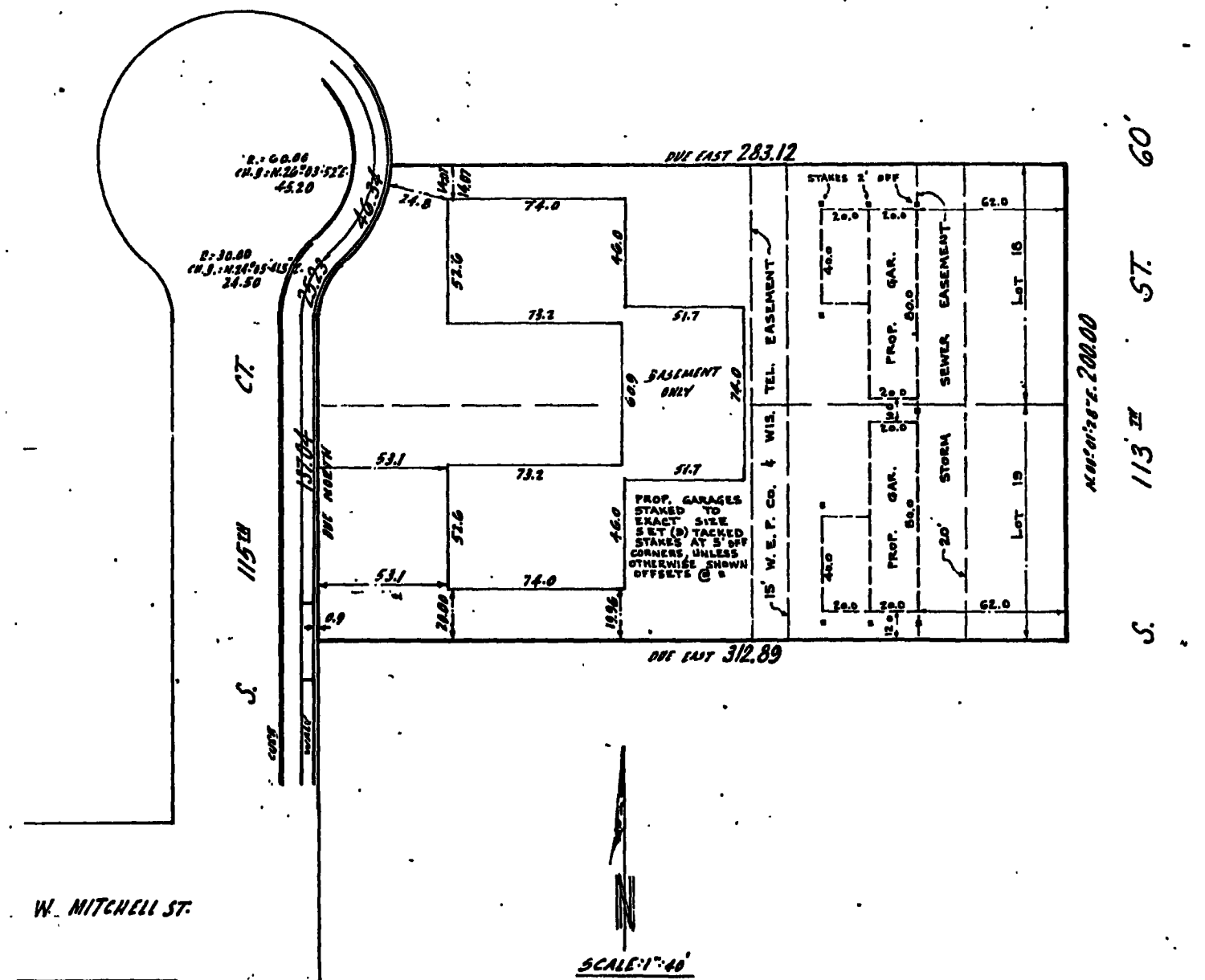
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Plat of Survey

KNOWN AS SOUTH 115TH COURT, IN THE CITY OF WEST ALLIS, WISCONSIN
LOTS 18 AND 19 IN EMERALD GREEN ADD'N. NO. 1, BEING A REDIVISION OF LOT 11 IN EMERALD GREEN, BEING A SUBDIVISION OF A PART OF THE NE 1/4 OF SECTION 6, T 6 N, R 21 E, IN THE CITY OF WEST ALLIS, MILWAUKEE COUNTY, WISCONSIN

SEPTEMBER 22, 1980
OCTOBER 27, 1980 (STAKING PROPOSED GARAGES)

SURVEY NO. 146244-M
REVISION NO. 1



I Certify that I have surveyed the above described property (Property), and the above map is a true representation thereof and shows the size and location of the Property, its exterior boundaries, the location and dimensions of all visible structures thereon, boundary fences, apparent easements and roadways and visible encroachments, if any. This survey is made for the exclusive use of the present owners of the Property, and also those who purchase, mortgage, or guarantee the title thereto, within one (1) year from date hereof.

Kenneth E. Berke
SURVEYOR

THIS IS ORIGINAL PRINT ONLY IF SEAL IS IMPRINTED IN RED

WISCONSIN KENNETH E. BERKE S-107 BROOKFIELD WIS. LAND SURVEYOR

national survey & engineering
3470 north 127th street • p o box 446 • brookfield wisconsin, 53005 • phone 414 / 781-1000

EXHIBIT "A"

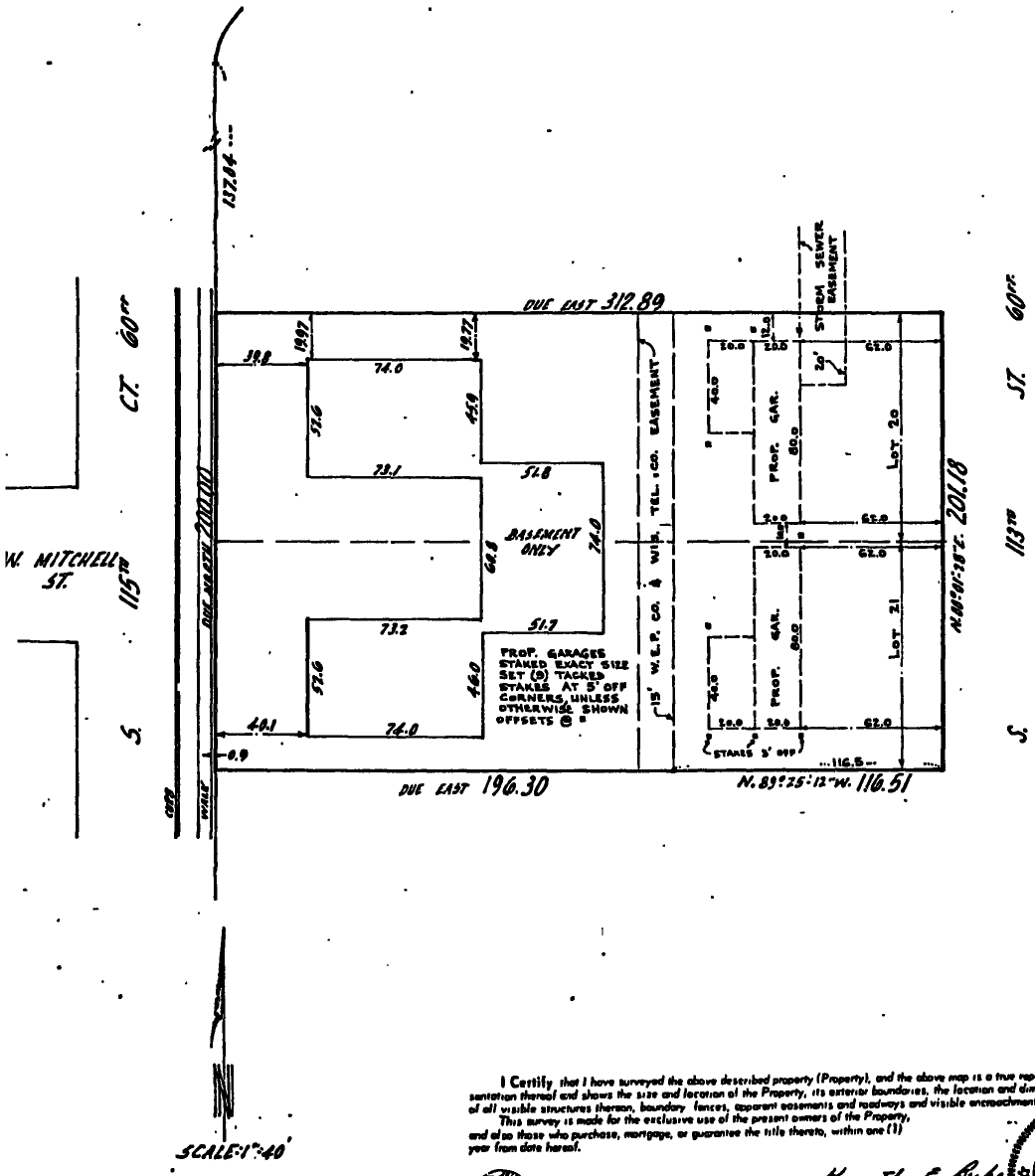
Doc Yr: 2011 Doc# 05451192 Page 1 of 1

Plat of Survey

Known as South 115th Court, in the City of West Allis, Wisconsin
Lots 20 and 21 in EMERALD GREEN ADD'N. NO. 1, being a Redivision of Lot 11 in Emerald Green, being a part of the NE 1/4 of Section 6, T 6 N, R 21 E, in the City of West Allis, Milwaukee County, Wisconsin

SEPTEMBER 8, 1980
OCTOBER 27, 1980 (STAKING PROPOSED GARAGES)

SURVEY NO. 146245-M
REVISION NO. 1



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

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

Kenneth E. Berke

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WISCONSIN
KENNETH E. BERKE
S-107
BROOKFIELD
WIS
LAND SURVEYOR

national survey & engineering

EXHIBIT B

EXHIBIT "B"

Notes

1) REQUIRED WALL BEARING CAPACITY = 3000 PSF. NOTIFY BUILDING OFFICIAL IF UNUSUAL SOIL CONDITIONS ARE ENCOUNTERED FOR ALTERNATE FOUNDATION DESIGNS.
2) ALL PAINTING TO BE PER SPECIFICATIONS.
3) ALL CONCRETE TO HAVE 28 DAY COMPRESSIVE STRENGTH OF AT LEAST 3000 PSI.
4) ALL REINFORCING BARS SHALL BE NEW DEFORMED BARS, GRADE 60.
5) ALL STRUCTURAL STEEL SHALL CONFORM TO ASTM A-36, F_y = 36000 PSI.
6) ALL WELDING TO BE PER AWS D1.1, E-70 ELECTRODES, F_y = 70 KSI, F_u = 70 KSI.
7) ALL WOOD JOISTS & STUDS TO BE #2 GRADE OR BETTER, F_b = 1000 PSI.
8) ALL WOOD BEAMS TO BE #1 GRADE OR BETTER, F_b = 1500 PSI.
9) ALL CONCRETE TO BE NORMAL WEIGHT, 150 PCF, f'_c = 3000 PSI.
10) ALL REINFORCING BARS SHALL BE HELD IN PLACE BY CHAIRS OR BOLSTERS.
11) ALL CONCRETE SHALL BE CURED FOR A MINIMUM OF 7 DAYS.
12) ALL CONCRETE SHALL BE PLACED IN ACCORDANCE WITH ACI 318-77.
13) ALL CONCRETE SHALL BE PROTECTED FROM FREEZING FOR A MINIMUM OF 3 DAYS.
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100) ALL CONCRETE SHALL BE PROTECTED FROM FREEZING FOR A MINIMUM OF 3 DAYS.

Dwelling Area	
Total Basement Rental Area	-
Total Basement Lobby Area	11,491
Total Basement Utility Area	11,491
Total First Floor Rental Area	10,800
Total First Floor Lobby Area	891
Total First Floor Utility Area	11,491
Total Second Floor Rental Area	10,800
Total Second Floor Lobby Area	891
Total Second Floor Utility Area	11,491
Total Building Area	35,073

Electrical Symbols Schedule

Fluorescent light fixture
Incandescent light fixture
Exit light fixture
Duplex receptacle outlet-top recept. switched
Duplex outlet and outlet 3 gang box
Range outlet 50 AMP - 3 POLE - 3 - 20 AMP.
Dryer outlet 30 AMP - 3 POLE - 3 - 20 AMP.
Single pole switch 20 AMP
Three way switch 20 AMP
Fire alarm station 20 AMP
Bell detector
Telephone outlet powered by U. T. Co. 20 AMP
T.V. antenna outlet 20 AMP
Door switch
Emergency exit switch
Smoke detector
Smoke detector door closure
Intercom & door security release device
Doorbell

Sheet Index

1. Basement Floor Plan - Typical
1A Basement Plan - Lots 1 & 12
1B Basement Plan - Lots 2 & 11
2. First Floor Plan - Typical
2A First Floor Plan - Lots 1 & 12
2B First Floor Plan - Lots 2 & 11
3. Second Floor Plan - Typical
3A Second Floor Plan - Lots 1 & 12
3B Second Floor Plan - Lots 2 & 11
4. Wall Sections
5. Elevations
6. Elevations

Basement Plan
1/8" = 1'-0"

BLAKE·HUETTENRAUCH ASSOCIATES ARCHITECTS, INC.

DEVELOPMENT
2-24 UNITS
119TH COURT
WEST ALLIS, WISCONSIN

2031

Doc Vr: 2016 Doc# 05451102 Page 23 of 43

EXHIBIT "D"

BUILDING AREA	
BASEMENT RENTAL	-
BASEMENT COMMON	11,041
BASEMENT GROSS	11,041
FIRST FLOOR RENTAL	10,000
1 1/2 @ 100 ea	600
FIRST FLOOR COMMON	11,041
FIRST FLOOR GROSS	21,641
SECOND FLOOR RENTAL	10,000
1 1/2 @ 100 ea	600
SECOND FLOOR COMMON	11,041
SECOND FLOOR GROSS	21,641
TOTAL RENTAL	20,000
TOTAL COMMON	22,082
TOTAL BUILDING GROSS	43,282

BASEMENT FLOOR PLAN

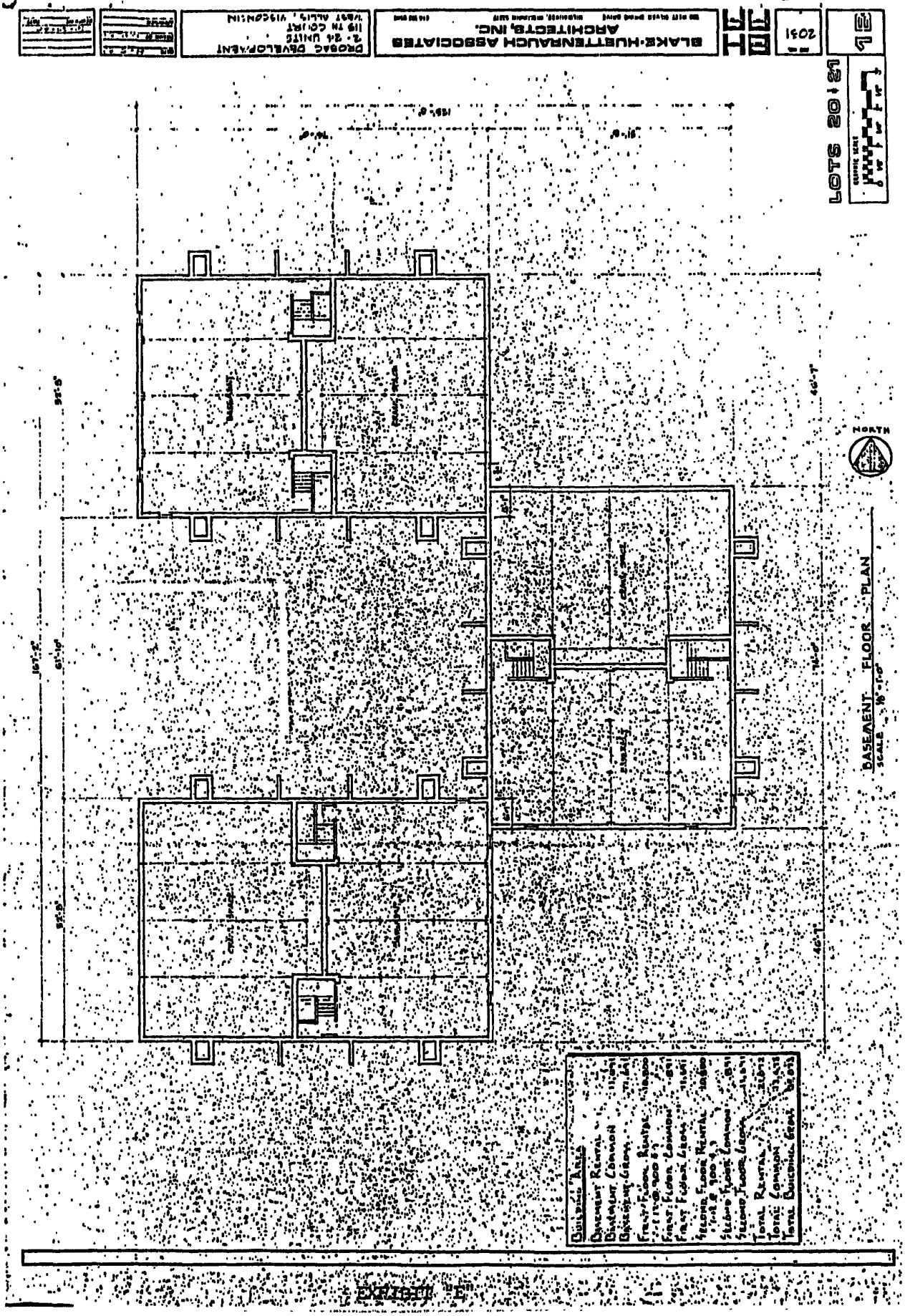
SCALE 1/8"-1'-0"

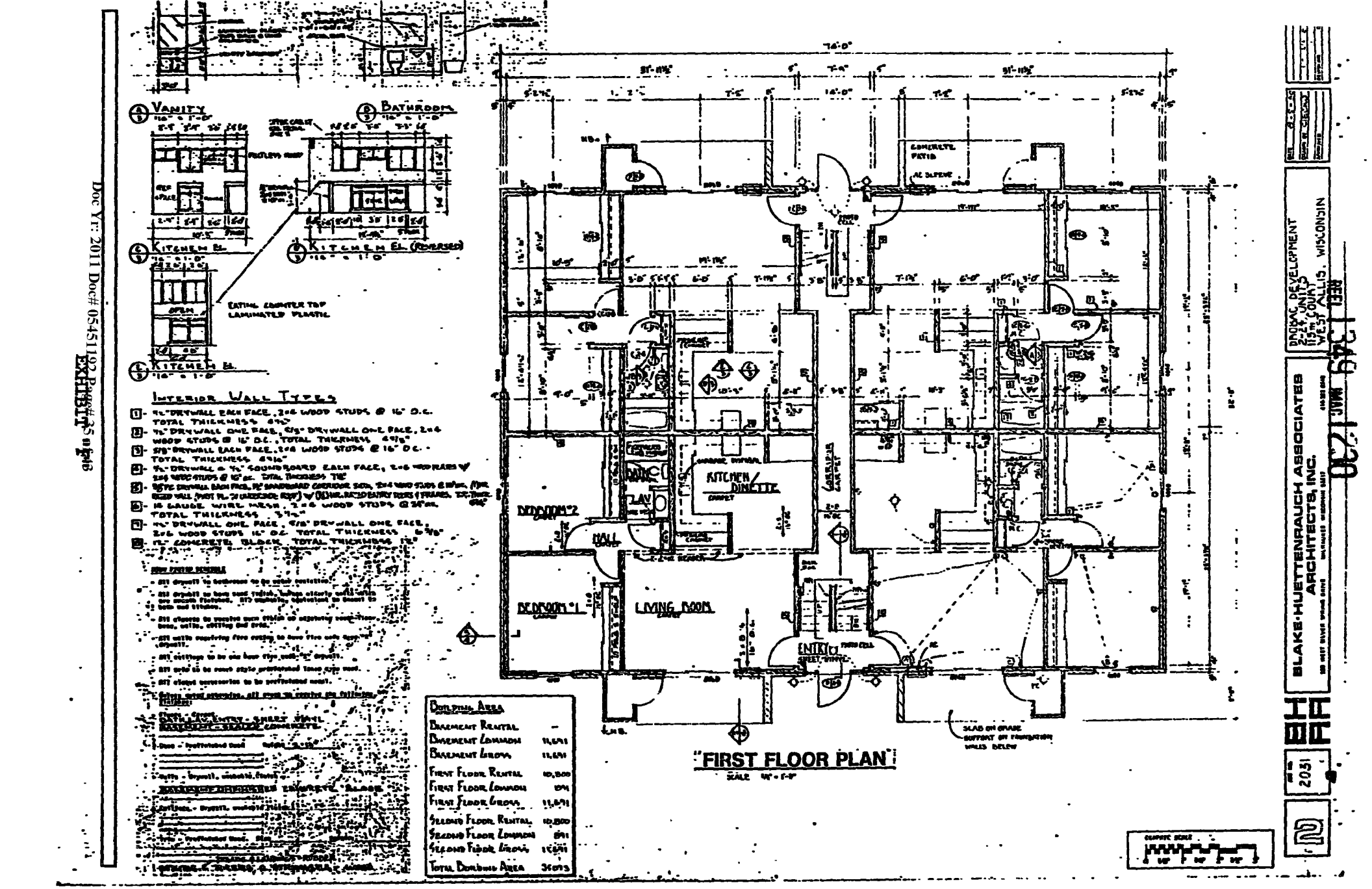
NORTH

LOTS 18 & 19

2031	BLAKE-HUETTENRAUCH ASSOCIATES ARCHITECTS, INC.	DROBAC DEVELOPMENT 2-24 UNITS 119 TH COURT WEST ALLIS, WISCONSIN

REEL 1349 IMAGE 1228

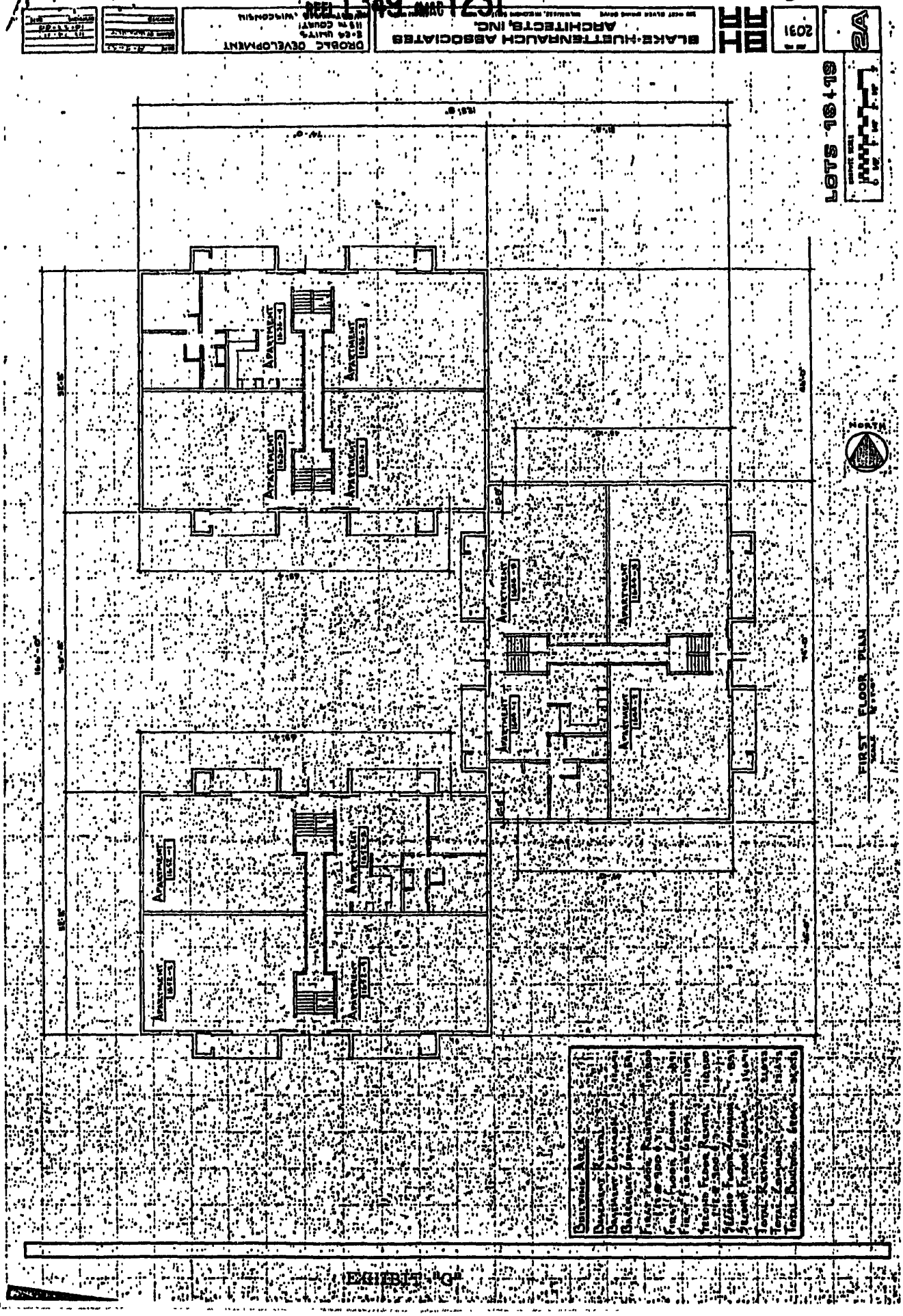

BASEMENT FLOOR PLAN
NORTH
LOTS 20 & 21
EXHIBIT "B"



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EXHIBIT 5

REC'D MAR 17 2011


BLAKE-HUETTENRAUCH ASSOCIATES
ARCHITECTS, INC.
DROBLC DEVELOPMENT
2031
LOTS 16 & 19
FIRST FLOOR PLAN
NORTH
EXHIBIT "G"

REEL 1349 PAG. 1232

BLAKE-HUETTENRAUCH ASSOCIATES
ARCHITECTS, INC.

DROBAC DEVELOPMENT
8-24 UNITS
113th COURT
WEST ALLIS, WISCONSIN

2031

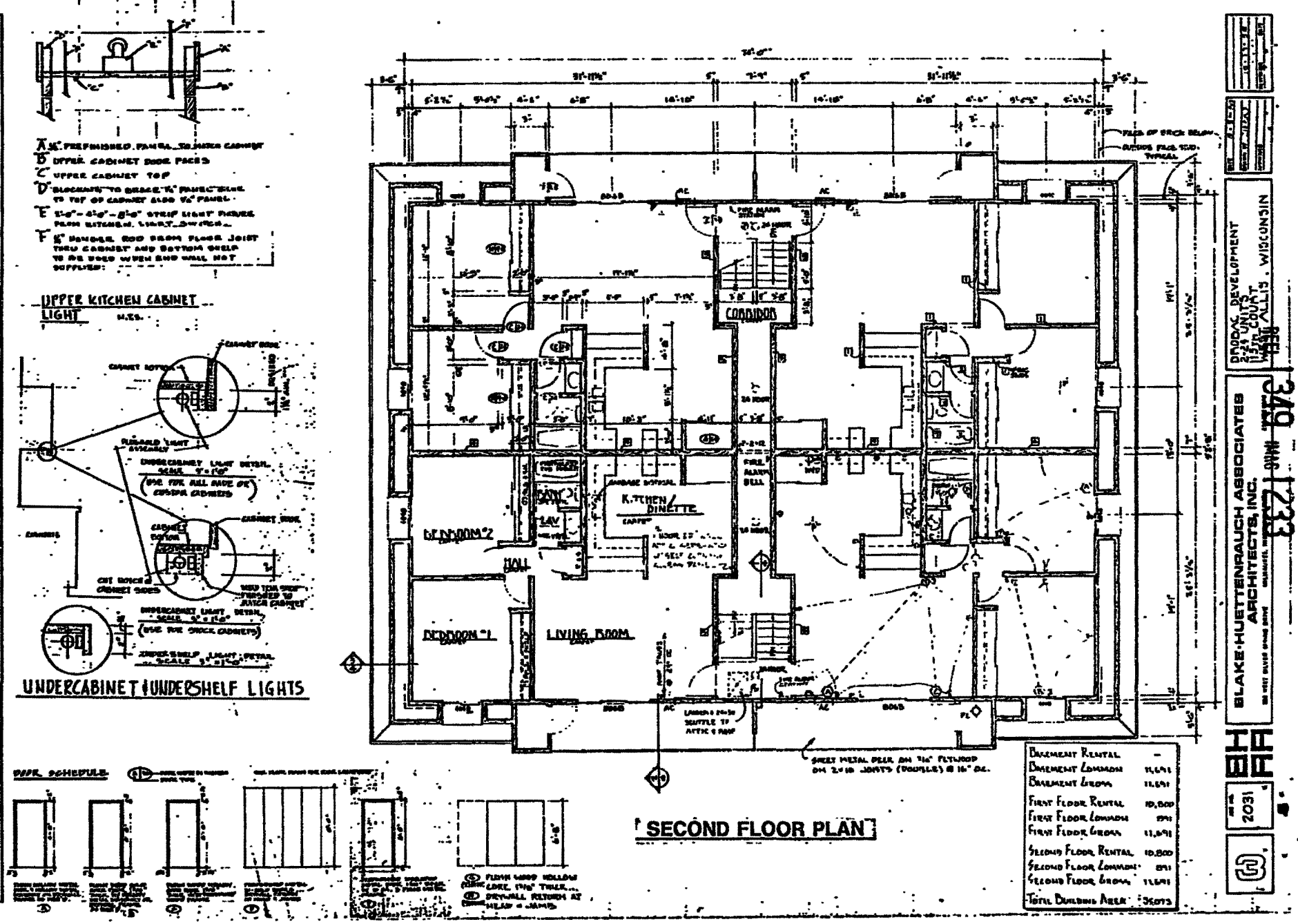
LOTS 20 & 21

NORTH

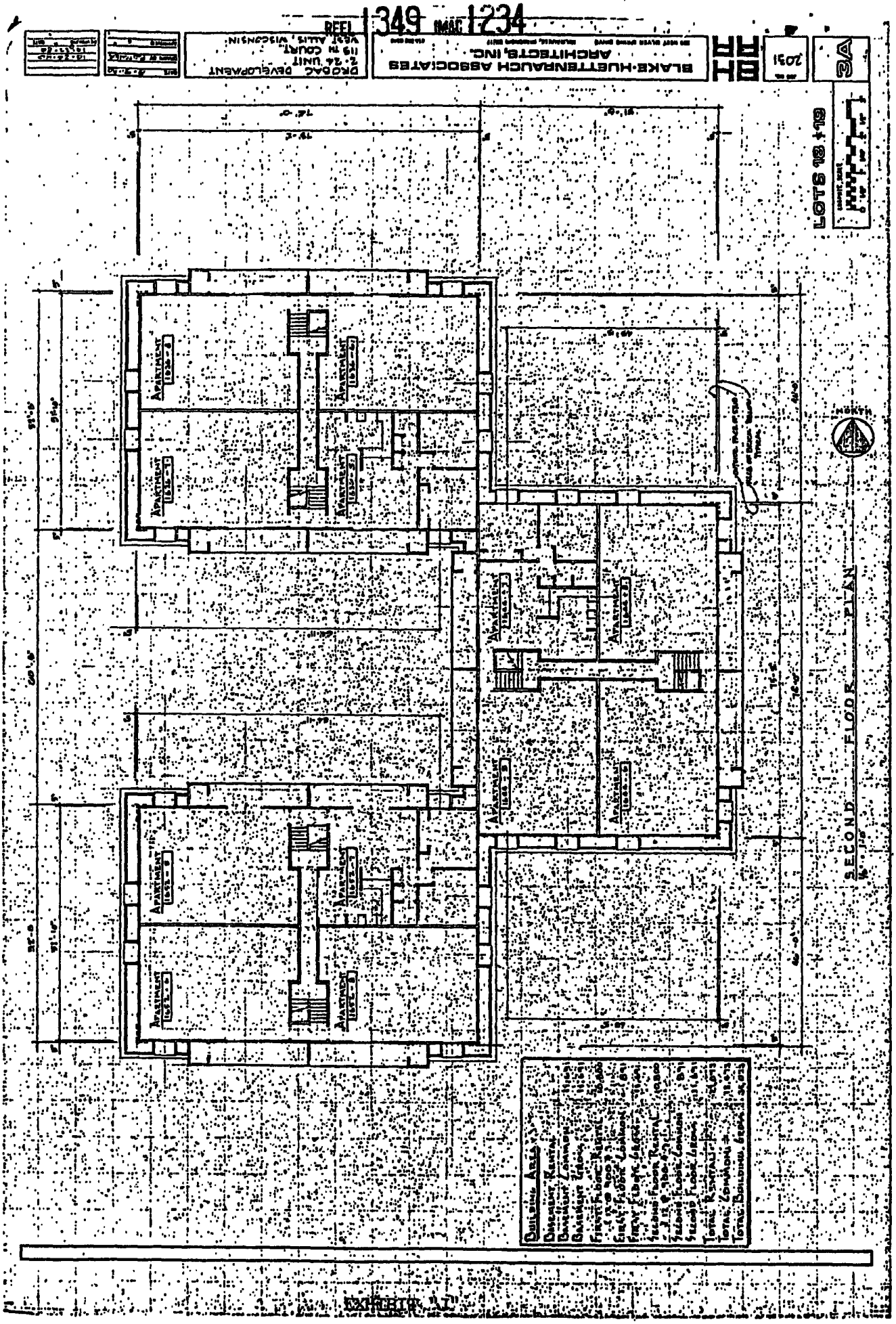
FIRST FLOOR PLAN

Building Area	
Basement Rental	
Basement Common	
Basement Gross	
First Floor Rental (16 @ 1100 S.F.)	17,600
First Floor Common	811
First Floor Gross	18,411
Second Floor Rental (16 @ 900 S.F.)	14,400
Second Floor Common	811
Second Floor Gross	15,211
Total Rental	32,000
Total Common	1,622
Total Building Area	33,622

EXHIBIT "A"

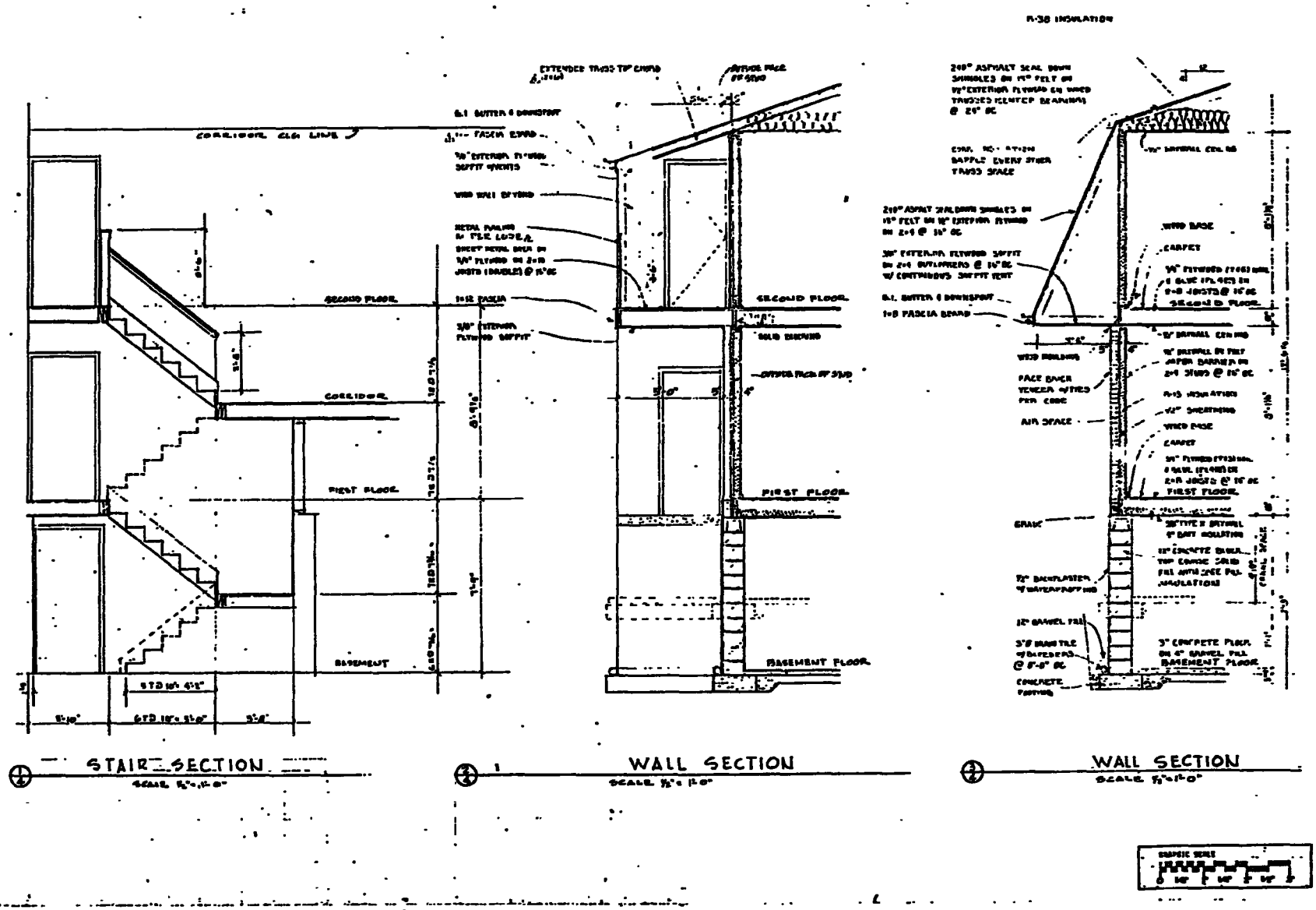


Doc Yr: 2011 Doc# 05451192 Page# 38 of 43
EXHIBIT "I"


BLAKE-HUETTENRAUCH ASSOCIATES
ARCHITECTS, INC.
DRODAC DEVELOPMENT
2-24 UNIT
119 TH COURT
WEST ALLIS, WISCONSIN
LOTS 18 + 19
3A
SECOND FLOOR PLAN
APARTMENT
EXHIBIT "A"

BLAKE-HUETTENRAUCH ASSOCIATES
ARCHITECTS, INC.
DEVELOPMENT
119 TH COURT
WEST ALLIS, WISCONSIN
LOTS 20 & 21
SECOND FLOOR PLAN
NORTH
APARTMENT
Building Area
Basement Rental
Basement Common
Basement Gross
First Floor Rental
First Floor Common
First Floor Gross
Second Floor Rental
Second Floor Common
Second Floor Gross
Total Rental
Total Common
Total Building Gross

EXHIBIT K



BLAKE-HUSTENRAUCH ASSOCIATES ARCHITECTS, INC.

DNOBAC DEVELOPMENT
152+ UNITS
115TH COURT
WEST ALLIS, WISCONSIN

BH
HR
2031

4

9671 1236

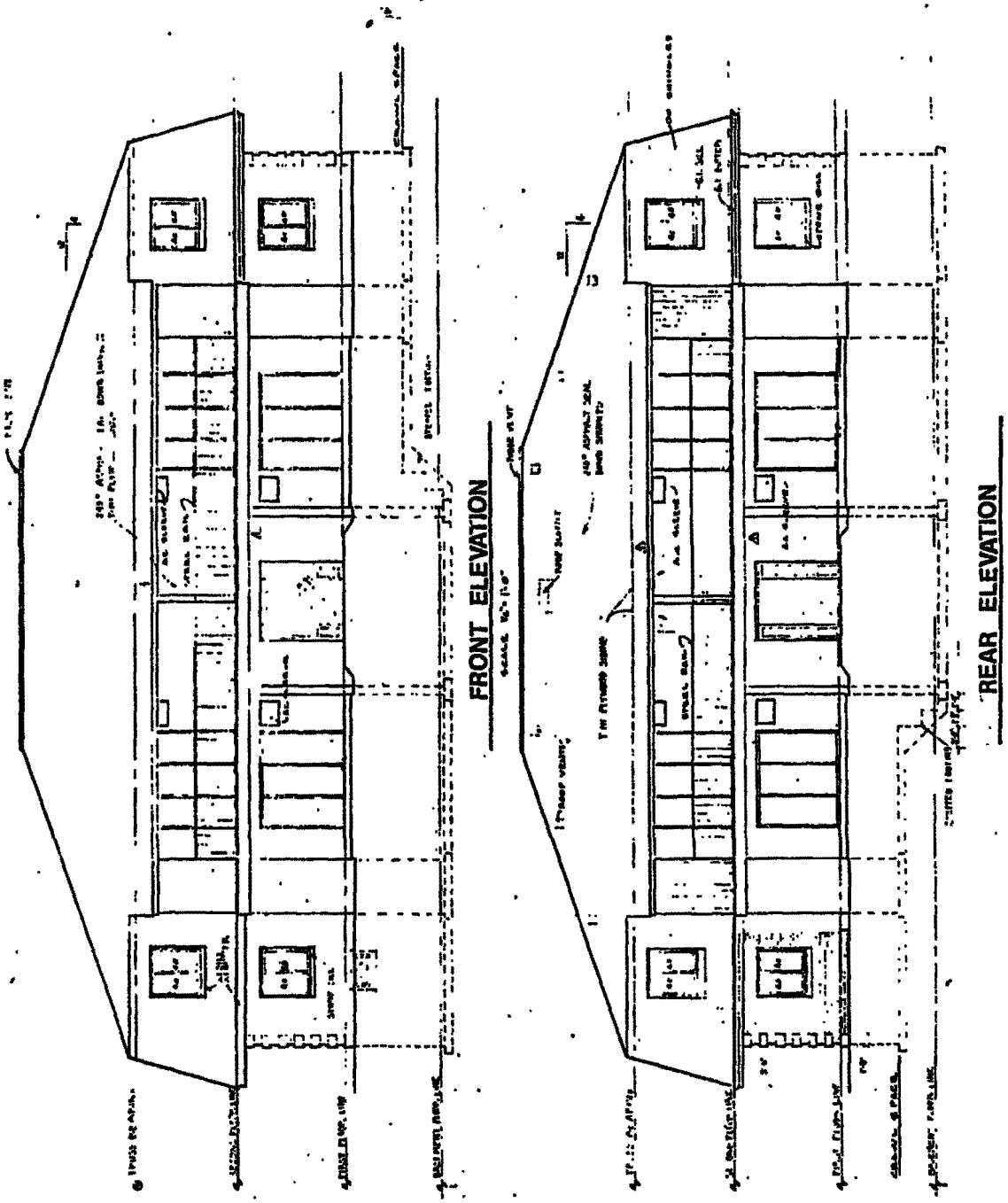
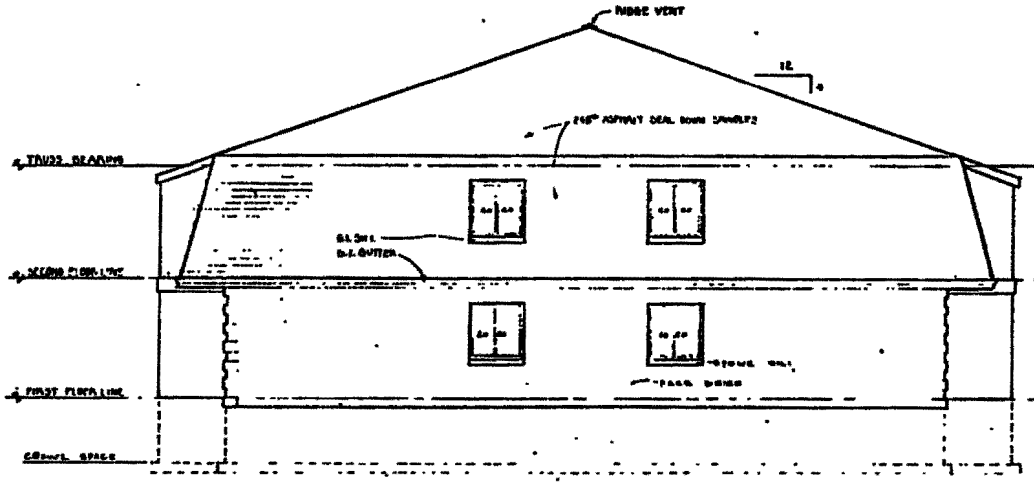
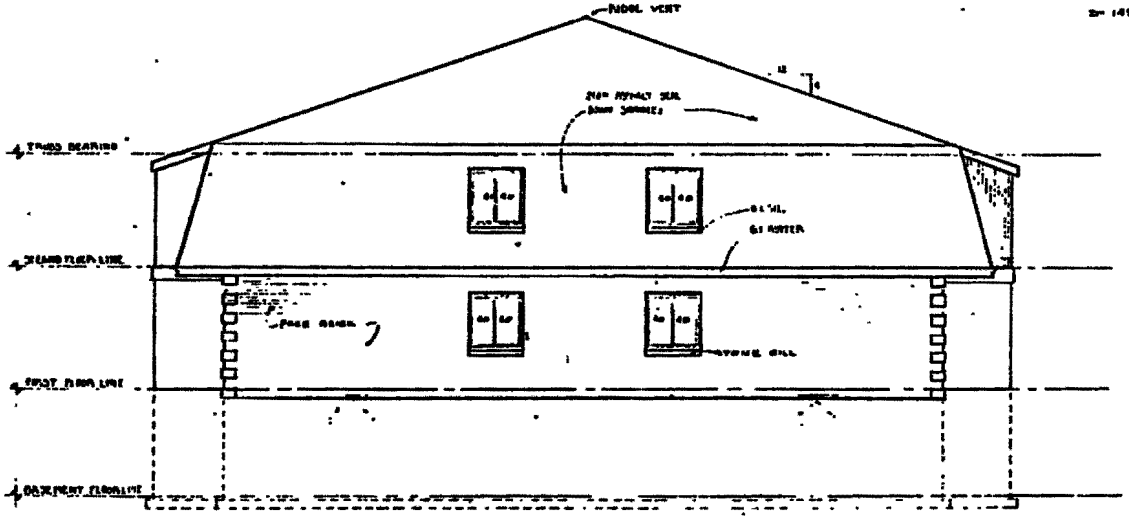


EXHIBIT "4"

EXHIBIT "N"
Doc Yr: 2011 Doc# 05451192 Page# 43 of 43



RIGHT SIDE ELEVATION



LEFT SIDE ELEVATION

BLAKE-HUETTENRAUCH ASSOCIATES
ARCHITECTS, INC.

REEL 1416 IMAGE 421

AMENDMENT 5513541

TO

DECLARACTION OF CONDOMINIUM

FOR

EMERALD GREEN NO. 1 CONDOMINIUM

REGISTER'S OFFICE } ss
Milwaukee County, Wis. }
RECORDED AT 9:50 AM

NOV 25 1981

REEL 1416 IMAGE 421 TO 435 2nd

REGISTER OF DEEDS

WHEREAS, R-D SPECIAL, a joint venture between NATHAN J. and DANIEL DROBAC (hereinafter referred to as "Declarant"), executed a certain Declaration for Condominium on the 2nd day of January, 1981, which Declaration was duly recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, on the 6th day of January, 1981, in Reel 1349, Images 1196 to 1238 inclusive, as Document No. 5451192; and

WHEREAS, the undersigned are all of the owners and mortgagees of units in said condominium; and

WHEREAS, the parties are desirous of amending the aforesaid Declaration in the manner hereinafter set forth.

NOW, THEREFORE, this Amendment to Declaration of Condominium is hereby adopted with all of the same force and effect as the original Declaration.

1. Paragraph 2.5 of said Declaration is hereby created to read as follows:

"2.5 ADDRESS

The address of said Condominium is 1636, 1644, 1652, 1672, 1680 and 1688 South 115th Court, West Allis, WI 53214."

2. Paragraph 7.5 of said Declaration is hereby created to read as follows:

"7.5 ABANDONMENT OR TERMINATION

Anything contained herein to the contrary notwithstanding, the condominium project may not be abandoned or terminated without the written approval of all of the first mortgagees or unit owners."

DOC # 5513541 #
RECORD 16.00
A CASH A 16.00
#55697 C001 R01 T15:50
NOV 25 81

16.00

IN WITNESS WHEREOF, this Amendment to Declaration of Condominium is executed this 15th day of October, 1981.

R-D SPECIAL, a joint venture

By: _____ (SEAL)
Nathan J. Rakita, joint venturer

By: _____ (SEAL)
Daniel Drobac, joint venturer

_____ (SEAL)
Donald W. Miller

_____ (SEAL)
Bradley C. Freberg

_____ (SEAL)
Robert D. Suhr

_____ (SEAL)
Jill R. Suhr

_____ (SEAL)
Warren W. Carity

_____ (SEAL)
Jane Carity

_____ (SEAL)
Terrence L. Cogswell

_____ (SEAL)
Catherine J. Niederehe

_____ (SEAL)
Adele D. Hahn

_____ (SEAL)
Joan E. Miller

_____ (SEAL)
Paul A. Emery

_____ (SEAL)
Linda M. Emery

Leo S. Ziolkowski (SEAL)

Florence V. Ziolkowski (SEAL)

Jean M. Veling (SEAL)

WAUWATOSA REALTY COMPANY (SEAL)

By: Donald F. Hornig — President

By: John L. Schlagenhauf — Vice President

Cathryn L. Jensen (SEAL)

Garry J. Giertuga (SEAL)

Rosemary Giertuga (SEAL)

Mary A. Cermak (SEAL)

Darel Jay Robb (SEAL)

Julianne Martz (SEAL)

Olive M. Culbreth (SEAL)

Esther C. Culbreth (SEAL)

John R. Gilling (SEAL)

Cynthia A. Gilling (SEAL)

Richard Riesch (SEAL)
Richard W. Riesch, also known as Richard Riesch

Jeanne Gilbertson (SEAL)
Jeanne A. Gilbertson

Eric Aparnieks (SEAL)
Eric Aparnieks

Sophie M. Brad (SEAL)
Sophie M. Brad, an undivided 2/3's interest

Alan W. Banach (SEAL)
Alan W. Banach, an undivided 1/3 interest

Paul L. Shurpit (SEAL)
Paul L. Shurpit

Mildred H. Hawkins (SEAL)
Mildred H. Hawkins

EMERALD GREEN NO. 1 CONDOMINIUM ASSOCIATION, INC.

(NO SEAL)

By: _____
Daniel Drobac, President

By: _____
Nathan J. Rakita, Secretary

WAUWATOSA SAVINGS AND LOAN ASSOCIATION

(SEAL)

By: _____
Raymond J. Perry, President

By: _____
Charles A. Perry, Secy-Treas.

GUARANTY SAVINGS & LOAN ASSOCIATION

(SEAL)

By: _____
Charles M. Sandine, Sr. Vice President

By: _____
John S. Ettenheim, Secretary

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named NATHAN J. RAKITA and DANIEL DROBAC, joint venturers, d/b/a R-D SPECIAL, a joint venture, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named DONALD W. MILLER, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named BRADLEY C. FREBERG, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named ROBERT D. SUHR and JILL R. SUHR, to me known to be the persons who executed the foregoing instrument

and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named WARREN W. CARITY and JANE CARITY, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named TERRENCE L. COGSWELL, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named CATHERINE J. NIEDEREHE, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named ADELE D. HAHN, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named JOAN E. MILLER, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 19th day of October, 1981, the above named PAUL A. EMERY and LINDA M. EMERY, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 19th day of October, 1981, the above named LEO S. ZIOLKOWSKI and FLORENCE V. ZIOLKOWSKI,

to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named JEAN M. VELING, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 25 day of Nov, 1981, DONALD L. HOGWING, JOHN L. SCHLAPMAN and secretary and Vice president respectively, of the above named WAUWATOSA REALTY COMPANY, to me known to be the persons who executed the foregoing instrument, and to me known to be such SEC-TREAS and Vice Pres. of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Thomas C. Kinosian
THOMAS C. KINOSIAN
Notary Public, State of Wisconsin
My commission expires: SEPT 4, 1983

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named CATHRYN L. JENSEN, to me known to be the person who executed the foregoing instrument and acknowledged

the same.

Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF ILLINOIS)
) SS.
COUNTY OF COOK)

Personally came before me, this 23rd day of November, 1981, the above named GARRY J. GIERTUGA and ROSEMARY GIERTUGA, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Christine A. Pinta
Notary Public, State of Illinois
My commission expires: August 24, 1985

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 23rd day of October, 1981, the above named MARY A. CERMAK, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named DAREL JAY ROBB, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named JULIANNE MARTZ, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named OLIVE M. CULBRETH and ESTHER C. CULBRETH, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E.Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named JOHN R. GILLING and CYNTHIA A. GILLING, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October,

also known as Richard Riesch,

1981, the above named RICHARD W. RIESCH/ me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 31st day of October, 1981, the above named JEANNE A. GILBERTSON, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, the above named ERIC APARNIEKS, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 15th day of October, 1981, DANIEL DROBAC, President, and NATHAN J. RAKITA, Secretary, of the above named EMERALD GREEN NO. 1 CONDOMINIUM ASSOCIATION,

INC., to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 24th day of November, 1981, the above named MILDRED H. HAWKINS, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 25th day of November, 1981, Raymond J Peery, President, and Charles [illegible] Treas. Sec'y.-Treas., of the above named WAUWATOSA SAVINGS AND LOAN ASSOCIATION, and to me known to be such President and Sec'y.-Treas. of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

David C. Hoeft
Notary Public, State of Wisconsin
My commission expires: 3-[illegible]-85

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 4th day of November, 1981, Charles M. Sandine, Sr. Vice President, and John S. Ettenheim Secretary, of the above named GUARANTY SAVINGS AND LOAN ASSOCIATION, and to me known to be such Sr. Vice President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

NOTARY PUBLIC LAURA A. GAMACHE STATE OF WISCONSIN

Laura A. Gamache
Notary Public, State of Wisconsin
My commission expires: August 25, 1985

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 23rd day of October, 1981, the above named SOPHIE M. BRAD, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Maxine E. Haas
Maxine E. Haas
Notary Public, State of Wisconsin
My commission expires: July 15, 1984

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 28th day of October, 1981, the above named ALAN W. BANACH, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Richard J. Rakita
Notary Public, State of Wisconsin
My commission ~~expires:~~ is permanent

STATE OF WISCONSIN)
) SS.
COUNTY OF MILWAUKEE)

Personally came before me, this 2nd day of November, 1981, the above named PAUL L. SHURPIT, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Richard J. Rakita
Notary Public, State of Wisconsin
My commission ~~expires:~~ is permanent

This instrument was drafted by:

Richard J. Rakita
Attorney at Law
270 East Kilbourn Avenue
Milwaukee, WI 53202

REEL 4617 IMAG 1307

7783063

REGISTER'S OFFICE | SS
Milwaukee County, WI |
RECORDED AT 8:00 AM
08-02-1999
REEL 4617 IMAGE 1307-1308
WALTER R. BARCZAK
REGISTER OF DEEDS
AMOUNT 12.00

Ret. to:
Atty. Paul M. Murphy
2230 S. 108th St
West Allis 53227
EV

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR EMERALD GREEN NO. 1 CONDOMINIUM

The DECLARATION OF CONDOMINIUM FOR EMERALD GREEN NO. 1 CONDOMINIUM, dated November 1, 1980 and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on November 5, 1981 at reel 1416, images 421-435 to as document No. 5513541 was and is hereby duly amended by an affirmative vote of not less than 75% of owners of all units, at a meeting held on November 17, 1998, as follows:

Section 11.6 of the Declaration of Emerald Green No. 1 Condominium is amended to read as follows:

No use or activity is permitted within any unit or common or limited common elements which constitutes a visual, audio or physical annoyance or nuisance to any other unit owners or which otherwise interferes with the privacy and quiet enjoyment of other unit owners or their tenants or which otherwise would violate any health or safety statutes, codes, ordinances or other applicable laws, rules or regulations.

Effective November 17, 1998, no motorcycles are allowed to be kept, stored or driven in or on limited common areas, with the exception of current resident unit owners as of November 17, 1998, who may already own or may be contemplating ownership of a motorcycle.

Dated this 15th day of July, 1999.

EMERALD GREEN NO 1 CONDOMINIUM:

Joanne Miller
Joanne Miller, President

Teri L. Kaczmarek
Teri Kaczmarek, Secretary

2

STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 15th day of July, 1999, the above named Joanne Miller and Teri Kaczmarek, to me known to be the persons whose names are subscribed to the foregoing Amendment to Declaration of Condominium for Emerald Green No. 1 Condominium, and acknowledged they executed same for the purposes therein contained.

Carol Schumacher

Carol ~~Schumacher~~ SCHUMACHER, Notary Public, State of Wisconsin
My Commission expires: February 24, 2002

THIS DOCUMENT DRAFTED BY:
Attorney Paul M. Murphy
2230 S. 108th St.
West Allis, WI 53227
414-546-3787
SBW1013979

DOC. # 8511846

REGISTER'S OFFICE | SS
Milwaukee County, WI|

RECORDED AT 1:23 PM

04-25-2003

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT 13.00

REEL 5569 IMAGE 3887

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR EMERALD GREEN NO. 1 CONDOMINIUM

Return to:
PAUL M. MURPHY
ATTORNEY AT LAW
2230 S. 108th ST.
WEST ALLIS, WISCONSIN 53227

The DECLARATION OF CONDOMINIUM FOR EMERALD GREEN NO. 1 CONDOMINIUM, dated November 1, 1980 and recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin on November 5, 1981 at reel 1416, images 421-435 to as document No. 5513541 was and is hereby duly amended by an affirmative vote of not less than 75% of owners of all units, at a meeting held on MAY 16, 1990, as follows:

Section 11.5 of the Declaration of Emerald Green No. 1 Condominium is amended to read as follows:

No dogs of any size will be allowed to reside at Emerald Green Condominiums.

Dated this 14th day of APRIL, 2003.

EMERALD GREEN NO 1 CONDOMINIUM:

Muriel Bingenheimer, President

Shirley Behr, Secretary

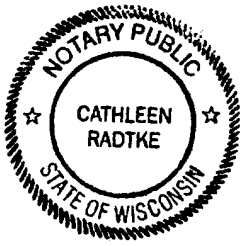
STATE OF WISCONSIN)
) SS.
MILWAUKEE COUNTY)

Personally came before me this 14th day of ~~March,~~ April 2003, the above named Muriel Bingenheimer and Shirley Behr, to me known to be the persons whose names are subscribed to the foregoing Amendment to Declaration of Condominium for Emerald Green No. 1

2

Condominium, and acknowledged they executed same for the purposes therein contained.

Cathleen Radtke
, Notary Public, State of Wisconsin
My Commission expires: 2-4-04



THIS DOCUMENT DRAFTED BY:
Attorney Paul M. Murphy
2230 S. 108th St.
West Allis, WI 53227
414-546-3787
SBW1013979

REEL 5569 IMAGE 3888

DOC # 11380066
RECORDED
11/08/2023 06:11 AM
ISRAEL RAMON
REGISTER OF DEEDS
Milwaukee County, WI
AMOUNT: 30.00
TRANSFER FEE:
FEE EXEMPT #:
This document has been electronically recorded and returned to the submitter.

FOURTH AMENDMENT TO CONDOMINIUM DECLARATION

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

EMERALD GREEN NO. 1 CONDOMINIUM

See Exhibit B
(Parcel Identification Number)

Emerald Green No. 1 Condominium was created by a Declaration, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, on the 6th day of January, 1981, as Document No. 5451192, as amended by the First Amendment to Declaration, recorded as Document No. 5513541; the Second Amendment to Declaration, recorded as Document No. 7783063; and the Third Amendment to Declaration, recorded as Document No. 8511846 (as amended, the "Declaration");

WHEREAS, the Emerald Green No. 1 Condominium Owners' Association, Inc. (the "Association"), pursuant to the rights reserved Section 11.1 of the Declaration, desires to further amend the Declaration;

NOW THEREFORE, the Association does hereby amend the Declaration as follows:

Section 3.4 shall be amended by deleting the ~~strikeout~~ language and inserting the underlined language to read as follows:

3.4 USE

(a) Each unit shall be used by the unit owner and any other occupants solely as a single-family residential dwelling~~, and shall not be occupied at any time by more than four persons, all of whom shall be above the age of 13 years, regardless of whether related or unrelated by blood, marriage, or adoption~~. No unit may be used at any time for conducting any business or commercial activity of any kind. ~~, except that any unit may be leased by a unit owner to tenants for terms of not less than one year and any unit owner or tenant may conduct business from the unit by telephone, but only to that extent; provided that Declarant may use any unit(s) which it owns as a sales office or model unit in conjunction with its sales activities, and Declarant and any mortgagee who has or acquires possession of or title to a unit may also lease any such unit(s) for terms of not less than thirty days.~~

(b) Use of each unit shall also be subject to the act, the other provisions of this Declaration, and the Bylaws and all Rules or Regulations as may be adopted by the Board from time to time.

(c) Leasing Restrictions. All Units are subject to the following leasing restrictions.

(i) Only twenty percent (20%) of Units shall be allowed to lease at any given time (the "Leasing Limit"). An Owner of a Unit must occupy the Unit for at least three (3) years before the Unit is eligible for leasing, and if not leased as allowed in this section, the Unit must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the unit owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the unit. An exception to the Leasing Limit and Owner Occupancy Requirement is granted to the current Owners of Units at the time of adoption of Fourth Amendment to Declaration (the "Grandfathered Units"). When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred following the adoption of this Fourth Amendment to Declaration, upon such sale, conveyance, or transfer, that Unit will no longer be "grandfathered," and will be subject to the Leasing Limits and Owner Occupancy Requirement. Further, once a unit is no longer grandfathered, it will not be eligible again for leasing until a place becomes available within the Leasing Limit. **In no event will the Leasing Limit or the Owner Occupancy Requirement apply to Mortgagees of the unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure**. The Board of Directors will have discretion as to the

administration of the Leasing Limit, and may pass Rules and Regulations to assist with the administration and enforcement of the leasing rules contained in this Declaration, the Bylaws, and the Rules and Regulations.

(ii) Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of these sections and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of a meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

(iii) Leasing Rules/Restrictions. For any lease as described within this section, the Unit Owner must comply with all of the following:

The term of any such lease shall not be less than six (6) months;

The Unit Owner has obtained the prior written approval of the Association with respect to the terms of the proposed lease;

The lease contains a statement obligating all tenants to abide by this Declaration, the Articles, the Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation.

(iv) The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of this Declaration, the Articles, the By-laws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of

this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

(v) Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the unit owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited.

Section 11.1 shall be amended by deleting the ~~strikeout~~ language and inserting the underlined language to read as follows:

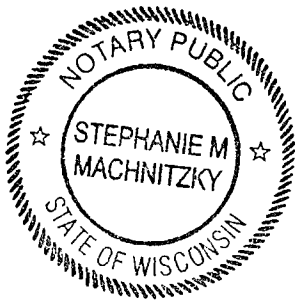
11.1 AMENDMENTS TO DECLARATION

This Declaration may be amended ~~at a meeting duly called for such purpose~~ by ~~an affirmative vote of~~ the written consent of the owners of at least ~~75%~~ 67% of all the units; provided, however, that any amendment to change or otherwise alter the percentage of ownership interest of any unit shall require unanimous consent of all unit owners and their mortgagees, to the extent set forth in the Act. A unit owner's written consent shall not be effective unless it is accompanied by a written consent of that unit's first mortgage lienholder, if any, to the extent set forth in the Act.

Copies of each amendment shall be certified by the President and Secretary of the Association or such other officers as the Board may designate and shall not become effective until duly recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin, together with a certified copy of a resolution of the Board authorizing officers, other than the President and Secretary, to certify such amendment, if not certified by the President and Secretary.

This Fourth Amendment to the Declaration complies with the requirements of the Declaration at Section 11.1, and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of not less than seventy-five percent (75%) of the Unit owners and mortgagees.

IN WITNESS WHEREOF, the Association has executed this Fourth Amendment to Declaration of Condominium for the Emerald Green No. 1 Condominium this 4th day of November, 2023.



EMERALD GREEN NO. 1 CONDOMINIUM OWNERS' ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: Mike Stecha, President

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This document was acknowledged before me by Michael Stecha, as President of Emerald Green No. 1 Condominium Owner's Association, Inc. on this 4th day of November, 2023.

Notary Public, State of Wisconsin
Name: Stephanie M Machnitzky
My Commission Expires: 08/29/2027

ATTEST:



EMERALD GREEN NO. 1 CONDOMINIUM OWNERS' ASSOCIATION, INC., a Wisconsin Non-Stock Corporation,

By: _____
XIANEN SUN, Secretary

STATE OF WISCONSIN)
) ss.
COUNTY OF MILWAUKEE)

This document was acknowledged before me by XIANEN SUN, as Secretary of Emerald Green No. 1 Condominium Owner's Association, Inc. on this 4th day of December, 2023

_____
Notary Public, State of Wisconsin
Name: Stephanie M Machnitzky
My Commission Expires: 08/29/2027

This document was drafted by:
Lydia J. Chartre, Esq.
Husch Blackwell LLP
511 N. Broadway, Suite 1100
Milwaukee, WI 53202

EXHIBIT A

Legal Description

Units 1636-1, 1636-2, 1636-3, 1636-4, 1636-5, 1636-6, 1636-7, 1636-8 1644-1, 1644-2, 1644-3, 1644-4, 1644-5, 1644-6, 1644-7, 1644-8, 1652-1, 1652-2, 1652-3, 1652-4, 1652-5, 1652-6, 1652-7, 1652-8, 1672-1, 1672-2, 1672-3, 1672-4, 1672-5, 1672-6, 1672-7, 1672-8, 1680-1, 1680-2, 1680-3, 1680-4, 1680-5, 1680-6, 1680-7, 1680-8, 1688-1, 1688-2, 1688-3, 1688-4, 1688-5, 1688-6, 1688-7 and 1688-8 in the Emerald Green No. 1 Condominium(s) created by a "Declaration of Condominium" recorded on January 6, 1981, in the Office of the Register of Deeds for Milwaukee County, Wisconsin, as Document No. 5451192, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of West Allis, County of Milwaukee, State of Wisconsin.

EXHIBIT B

Tax Key Numbers

Tax Key	Street Address
4480048000	1636 S. 115th Court, Unit 1
4480049000	1636 S. 115th Court, Unit 2
4480050000	1636 S. 115th Court, Unit 3
4480051000	1636 S. 115th Court, Unit 4
4480052000	1636 S. 115th Court, Unit 5
4480053000	1636 S. 115th Court, Unit 6
4480054000	1636 S. 115th Court, Unit 7
4480055000	1636 S. 115th Court, Unit 8
4480056000	1644 S. 115th Court, Unit 1
4480057000	1644 S. 115th Court, Unit 2
4480058000	1644 S. 115th Court, Unit 3
4480059000	1644 S. 115th Court, Unit 4
4480060000	1644 S. 115th Court, Unit 5
4480061000	1644 S. 115th Court, Unit 6
4480062000	1644 S. 115th Court, Unit 7
4480063000	1644 S. 115th Court, Unit 8
4480064000	1652 S. 115th Court, Unit 1
4480065000	1652 S. 115th Court, Unit 2
4480066000	1652 S. 115th Court, Unit 3
4480067000	1652 S. 115th Court, Unit 4
4480068000	1652 S. 115th Court, Unit 5
4480069000	1652 S. 115th Court, Unit 6
4480070000	1652 S. 115th Court, Unit 7
4480071000	1652 S. 115th Court, Unit 8
4480072000	1672 S. 115th Court, Unit 1
4480073000	1672 S. 115th Court, Unit 2
4480074000	1672 S. 115th Court, Unit 3
4480075000	1672 S. 115th Court, Unit 4
4480076000	1672 S. 115th Court, Unit 5

4480077000	1672 S. 115th Court, Unit 6
4480078000	1672 S. 115th Court, Unit 7
4480079000	1672 S. 115th Court, Unit 8
4480080000	1680 S. 115th Court, Unit 1
4480081000	1680 S. 115th Court, Unit 2
4480082000	1680 S. 115th Court, Unit 3
4480083000	1680 S. 115th Court, Unit 4
4480084000	1680 S. 115th Court, Unit 5
4480085000	1680 S. 115th Court, Unit 6
4480086000	1680 S. 115th Court, Unit 7
4480087000	1680 S. 115th Court, Unit 8
4480088000	1688 S. 115th Court, Unit 1
4480089000	1688 S. 115th Court, Unit 2
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4480091000	1688 S. 115th Court, Unit 4
4480092000	1688 S. 115th Court, Unit 5
4480093000	1688 S. 115th Court, Unit 6
4480094000	1688 S. 115th Court, Unit 7
4480095000	1688 S. 115th Court, Unit 8

CONDOMINIUM PLAT

FOR

EMERALD GREEN NO. 1 CONDOMINIUM

1636-1644-1652 and 1672-1680-1688 South 115th Court
West Allis, Wisconsin

5451193
REGISTER'S OFFICE
Milwaukee County, Wis. } ss
RECORDED AT 10 25 AM

JAN - 6 1981
REEL 1349 IMAGE 1239 to 1246 Inc.

REGISTER OF DEEDS

DECLARANT

R-D SPECIAL
270 East Kilbourn Avenue
Milwaukee, WI 53202

DOC # 5451193 #
RECORD 13.70
D CASH D 57.70
#17540 C001 R01 T10:27
JAN 6 81

This instrument was drafted by:

Richard J. Rakita
Attorney at Law
270 East Kilbourn Avenue
Milwaukee, WI 53202

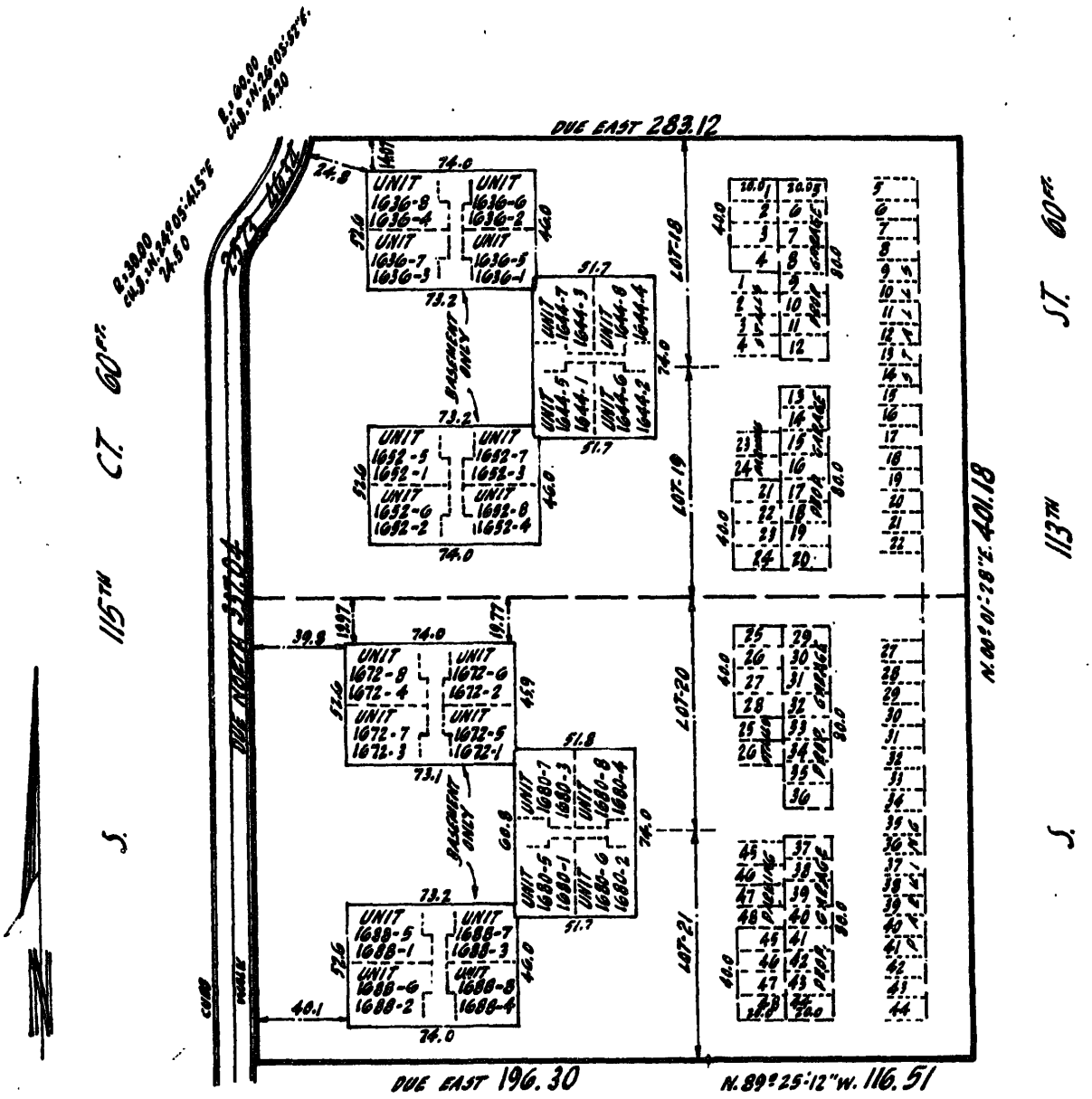
LAW OFFICES OF
RAKITA & RAKITA

1370

Rec'd 1349 Img 1240

Known as South 115th Court, in the City of West Allis, Wisconsin
Lots 18, 19, 20 and 21 in EMERALD GREEN ADDITION NO. 1, being a Redivision of Lot 11 in Emerald Green, being a part of the S W 1/4 of the NE 1/4 of Section 6, T 6 N, R 21 E, in the City of West Allis, Milwaukee County, Wisconsin

DECEMBER 22, 1980 SURVEY NO. 146629-S



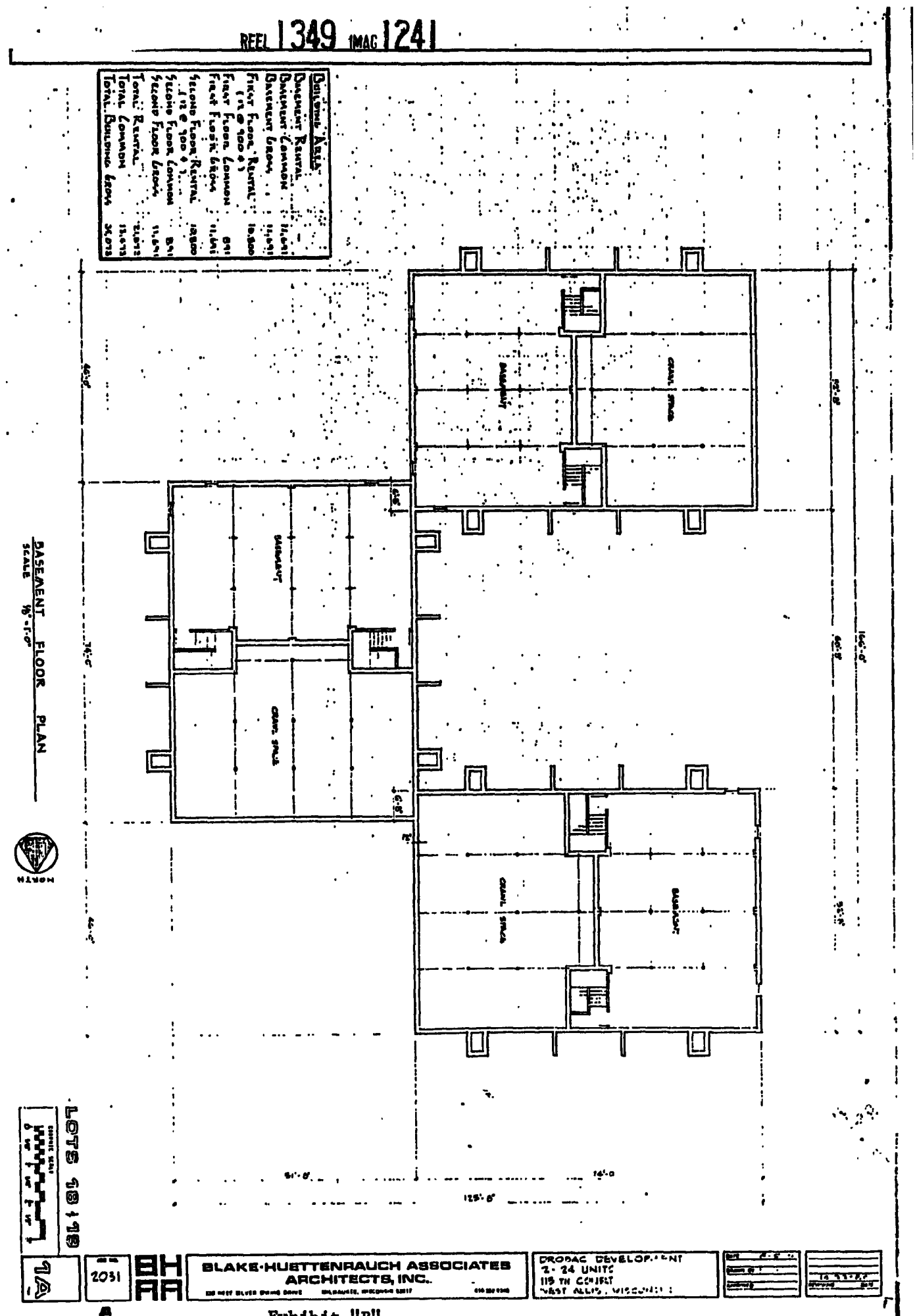
I, KENNETH E BERKE, do hereby certify that I have surveyed the above described property and that this survey is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property.

This Condominium Plat is a correct representation of EMERALD GREEN NO 1 CONDOMINIUM as proposed at the date hereof, and the identification and proposed location of each unit and the common elements can be determined from the plat. The common elements are defined to be all of the condominium property except the individual units described in this Plat. The undersigned surveyor makes no certification as to the accuracy of diagrammatic floor plans of the condominium building(s) and units contained in the Plat or the approximate dimensions or floor areas thereof.

WISCONSIN KENNETH E. BERKE S-107 MILWAUKEE, WIS. LAND SURVEYOR

Kenneth E Berke (SEAL)
Kenneth E Berke, Registered Wisconsin
Land Surveyor S 107

EXHIBIT "A"



BASEMENT FLOOR PLAN
SCALE 1/8"-1'-0"

Building Areas	
Basement Rental	-
Basement Common	11,691
Basement Library	11,691
First Floor Rental (12 @ 900 ea)	10,800
First Floor Common	891
First Floor Library	11,691
Second Floor Rental (12 @ 900 ea)	10,800
Second Floor Common	891
Second Floor Library	11,691
Total Rental	21,600
Total Common	13,473
Total Building Area	36,918

LOTS 18 & 19

BLAKE-HUETTENRAUCH ASSOCIATES ARCHITECTS, INC.

PRODAC DEVELOPMENT
2 - 24 UNITS
115 TH CONSEC
WEST ALLIS, WISCONSIN

2031

Exhibit "B"

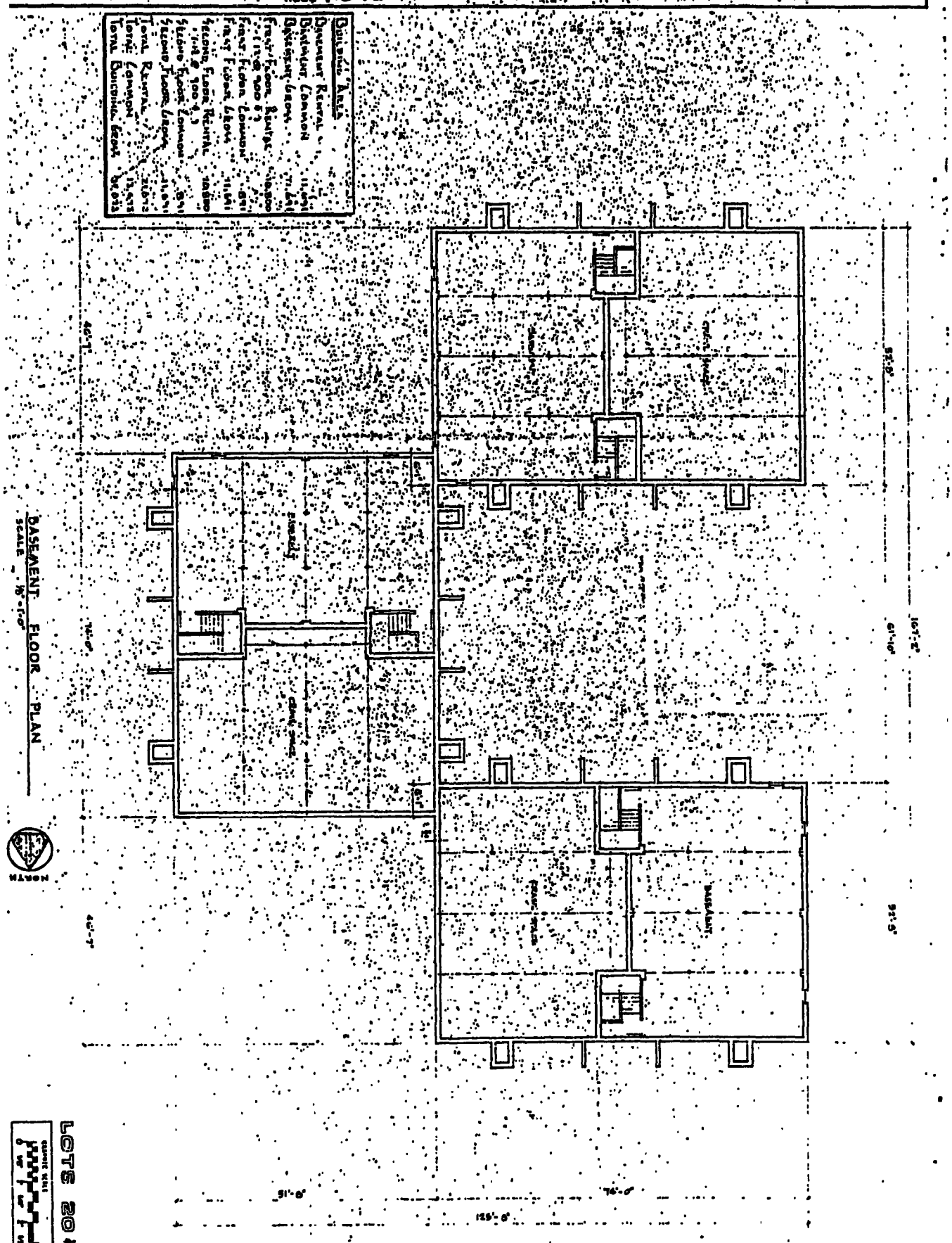

Building Areas
Basement Rental
Basement Common
Basement Area
First Floor Rental
First Floor Common
First Floor Area
Second Floor Rental
Second Floor Common
Second Floor Area
Total Rental
Total Common
Total Building Area
BASEMENT
FIRST FLOOR
SECOND FLOOR
BASEMENT FLOOR PLAN
SCALE
NORTH
LOTS 20 & 21
BLAKE-HUETTENRAUCH ASSOCIATES ARCHITECTS, INC.
DROBAC DEVELOPMENT
2-2-4 UNITS
119 TH COURT
WEST ALLIS, WISCONSIN
2031

EXHIBIT C

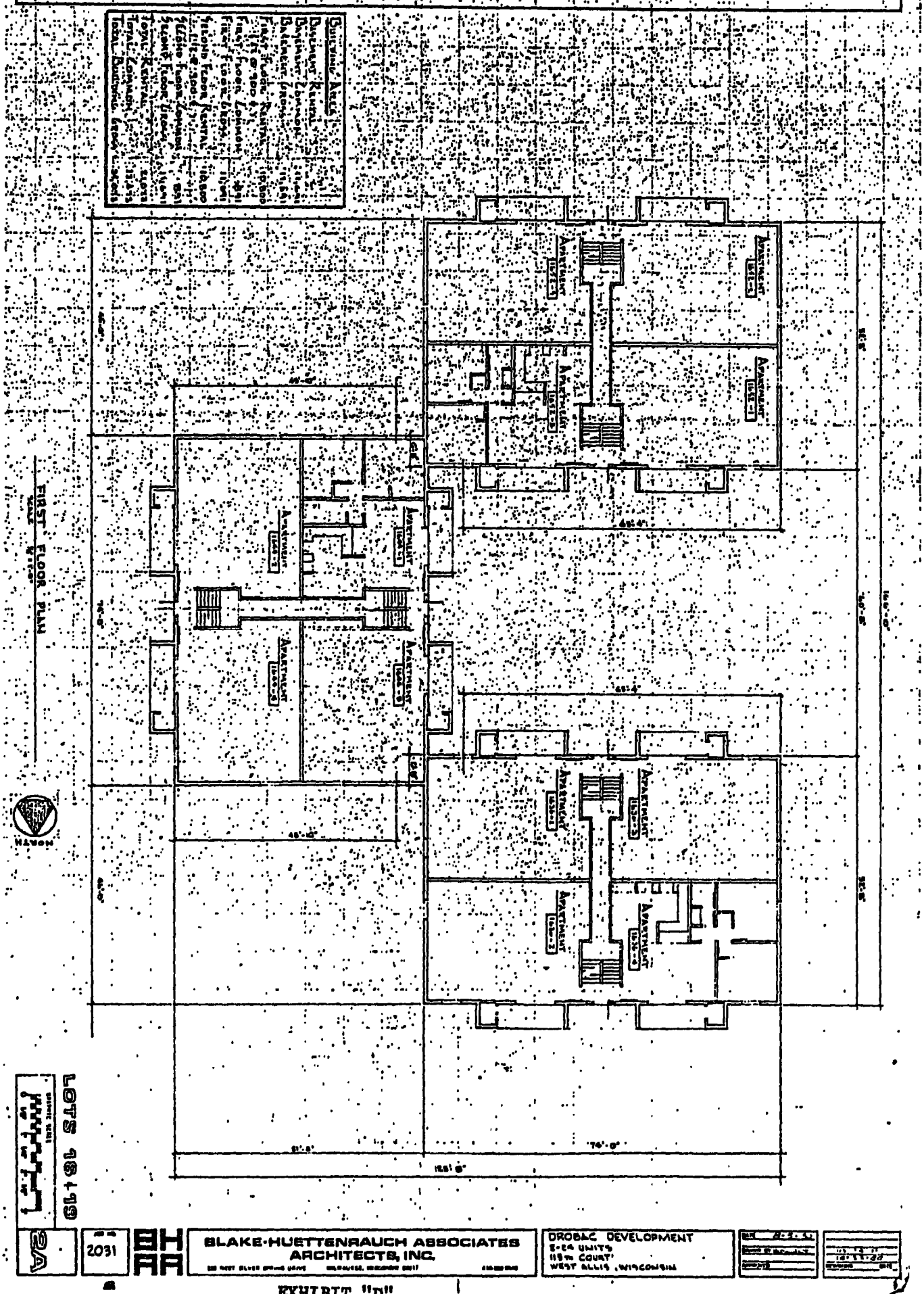
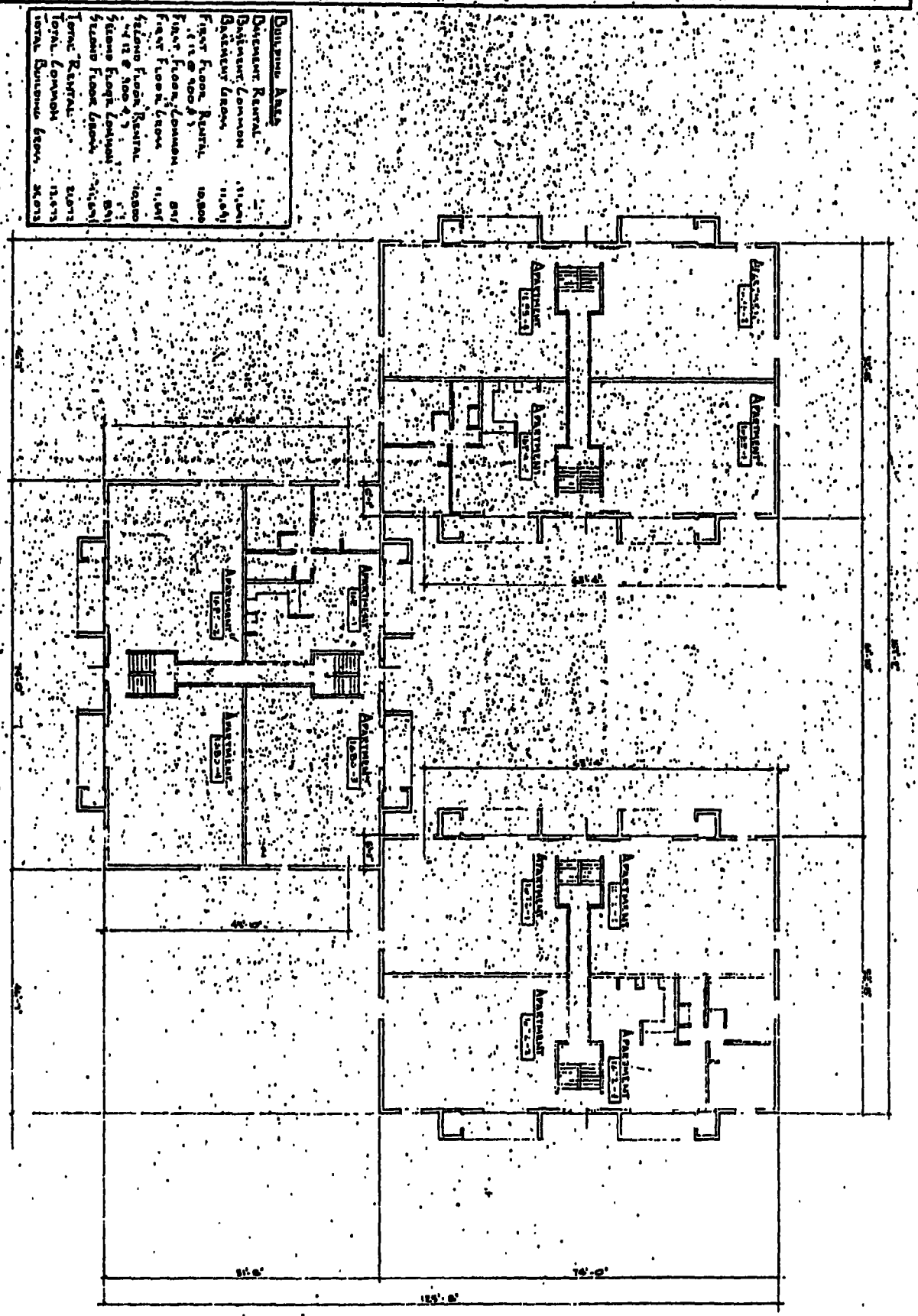
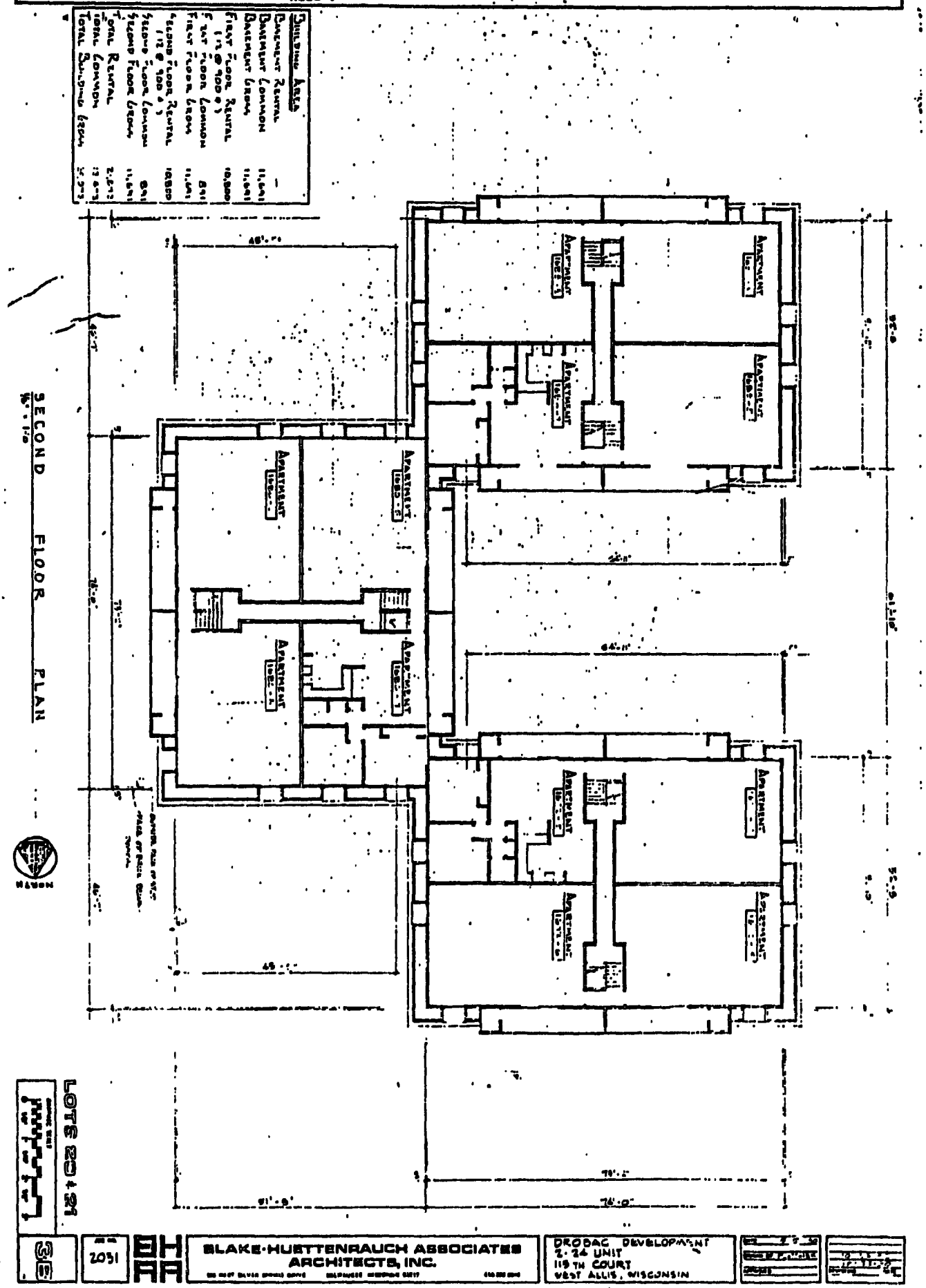

FIRST FLOOR PLAN
NORTH
LOTS 18 & 19
2031
BLAKE-HUETTENRAUCH ASSOCIATES
ARCHITECTS, INC.
DROBAC DEVELOPMENT
8-64 UNITS
119th COURT
WEST ALLIS, WISCONSIN

EXHIBIT "D"


BUILDING AREA
BASEMENT RENTAL
BASEMENT COMMON
BASEMENT GROSS
FIRST FLOOR RENTAL
FIRST FLOOR COMMON
FIRST FLOOR GROSS
SECOND FLOOR RENTAL
SECOND FLOOR COMMON
SECOND FLOOR GROSS
TOTAL RENTAL
TOTAL COMMON
TOTAL BUILDING GROSS
APARTMENT
FIRST FLOOR PLAN
NORTH
LOTS 20 & 21
BLAKE-HUETTENRAUCH ASSOCIATES ARCHITECTS, INC.
DROBAC DEVELOPMENT
8-64 UNITS
115TH COURT
WEST ALLIS, WISCONSIN
2031

BUILDING AREA
SECOND FLOOR PLAN
LOTS 18 + 19
3A
2031
BLAKE-HUETTENRAUCH ASSOCIATES ARCHITECTS, INC.
DROBAC DEVELOPMENT
2-24 UNIT
119 TH COURT,
WEST ALLIS, WISCONSIN


BUILDING AREAS
BASEMENT RENTAL —
BASEMENT COMMON 11,641
BASEMENT GROSS 11,641
FIRST FLOOR RENTAL 10,800
(12 @ 900 ±)
FLAT FLOOR COMMON 841
FIRST FLOOR GROSS 11,641
SECOND FLOOR RENTAL 10,800
(12 @ 900 ±)
SECOND FLOOR COMMON 841
SECOND FLOOR GROSS 11,641
TOTAL RENTAL 21,600
TOTAL COMMON 1682
TOTAL BUILDING GROSS 35,923
SECOND FLOOR PLAN
APARTMENT
LOTS 20 & 21
SCALE
DATE
2051
BLAKE-HUETTENRAUCH ASSOCIATES
ARCHITECTS, INC.
DRODAC DEVELOPMENT
2-24 UNIT
119TH COURT
WEST ALLIS, WISCONSIN

06 6E01557

United States of America

State of Wisconsin

DEPARTMENT OF FINANCIAL INSTITUTIONS

To All to Whom These Presents Shall Come, Greeting:

This is to certify that an examination of the application of

EMERALD GREEN NO. 1 CONDOMINIUM OWNERS' ASSOCIATION, INC.

(X) For recision of its involuntary or administrative dissolution has determined that it satisfies the requirements of sec. 180.1422(2), 181.1422(2), 183.09025(4)(b) or 185.72(3)(bm) of the Wisconsin Statutes.

( ) For reinstatement of its certificate of authority to transact business in Wisconsin has determined that it satisfies the requirements of sec. 180.1531(2)(c) or 181.1531(2)(c) of the Wisconsin Statutes.

NOW THEREFORE, this

CERTIFICATE OF REINSTATEMENT

is issued, reinstating the aforesaid organization, effective October 8th, 2013.

Department of Financial Institutions State of Wisconsin

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the official seal of the Department on October 14th, 2013.

George Petak

GEORGE PETAK, Administrator
Division of Corporate and Consumer Services
Department of Financial Institutions

Effective July 1, 1996, the Department of Financial Institutions assumed the functions previously performed by the Corporations Division of the Secretary of State and is the successor custodian of corporate records formerly held by the Secretary of State.

JUL 25 2013

86-12

IDS 11/19/1993

FILING FEE: $270.00

STATE OF WISCONSIN
DEPARTMENT OF FINANCIAL INSTITUTIONS
WISCONSIN NONSTOCK CORPORATION
ANNUAL REPORT

Delinquent 10/01/1987

06 **Non-Stock Corporation** 6E01557

EMERALD GREEN NO. 1 CONDOMINIUM OWNERS' ASSOCIATION, INC.
NATHAN J RAKITA
270 E KILBOURN AVE
MILWAUKEE, WI 53202

STATE OF WISCONSIN
FILED
OCT 14 2013
DEPARTMENT OF FINANCIAL INSTITUTIONS

This form is addressed to the corporation's registered agent. Indicate any changes below.
The street address of the registered office and the business office of the registered agent, as changed, will be identical

Dale Maas
Registered Agent's Name

131 W. Wisconsin Avenue, Suite 205
Street Address (Required)

P O BOX (Optional)
Pewaukee WI 53072
City, State, Zip Code

OCT 14 2013

INSTRUCTIONS ARE FOUND ON ENCLOSED SHEET
IF ANY ANSWER IS NONE SO STATE

1 Complete Address of Principal Office (If data shown below is incorrect Fill out and enter changes.)

c/o Real Estate Specialists, 131 W. Wisconsin Avenue, Suite 205,
Pewaukee, WI 53072

2 What is the general nature of the corporation's business or activity?

Condominium management

3 Does the corporation have members? (Y) X (N)____

The fee indicated is the sum of the fees for the current report year ($10) and fees for all the earlier reports the corporation failed to file. This single filing will satisfy the current year's report obligation and any previous report obligations not accomplished.

DAYTIME TELEPHONE (OPTIONAL)
( )

4 NAMES & ADDRESSES OF PRINCIPAL OFFICERS (add additional sheets, if necessary.)

TITLE	NAME	RESPECTIVE ADDRESS (give Street Number, City, State & ZIP Code)
President/	Kurt Froystad	1672 S. 115th Ct., Unit 5, West Allis, WI 53214
Vice President/	Greg Puls	1652 S. 115th Ct., Unit 5, West Allis, WI 53214
Secretary/	Mike Andrews	21335 Belgren Rd, Waukesha, WI 53186
Treasurer/	Candy Uecke	1636 S. 115th Ct., Unit 1, West Allis, WI 53214

5 NAMES & ADDRESSES OF ALL DIRECTORS (add additional sheets, if necessary.)

	NAME	RESPECTIVE ADDRESS (give Street Number, City, State & ZIP Code)
	David Willey	1636 S. 115th Ct., Unit 4, West Allis, WI 53214
BOARD OF DIRECTORS (Minimum of three)		

10/08/2013 04:30 PM
DCorp $270.00
190354 #. 1

RECEIVED - DEPT OF FINANCIAL INSTITUTIONS STATE OF WISCONSIN
2013 OCT -8

6 Such corporation has not entered into any combination, conspiracy, trust, pool, agreement or contract intended to restrain or prevent competition in the supply or price of any article or commodity in general use in this state, or constituting a subject of trade or commerce therein, or which shall in any manner control the price of any such article or commodity, fix the price thereof, limit or fix the amount or quantity thereof to be manufactured, mined, produced, or sold in said state, or fix any standard or figure by which its price shall be in any manner controlled or established.

BY: Kurt G Froystad Pres 9-24-13
OFFICER SIGNATURE TITLE Date

THIS ANNUAL REPORT FORM 17 is authorized by s.181.0121 Stats., and is a REQUIRED REPORT under s.181.1622 Stats. Failure to file may result in administrative dissolution of the corporation. Upon filing, the data in the report becomes public and might be used for purposes other than for which it was originally collected.

NSDQ Rev.-1 (12/98)

DIRECTIONS TO FILE THE PAPER REPORT ON THE REVERSE OF THIS PAGE

IF ANY AREA OF THIS REPORT IS LEFT BLANK, THE REPORT WILL BE RETURNED TO YOU

IF A PROBLEM EXISTS WITH THE FILING OF THIS FORM, may we call you to attempt to resolve it? If so, please provide us with a phone number at which you can be reached during the day.

(414-978-5361) - _____ Name Deborah A. Hall

ALL CORRESPONDENCE FROM THIS OFFICE IS MAILED TO THE REGISTERED AGENT AT THE REGISTERED AGENT'S ADDRESS.

CHANGING REGISTERED AGENT OR REGISTERED AGENT'S ADDRESS

The report is addressed to the corporation in care of the registered agent at the agent's address as appears in our records. To change the registered agent or agent's address effective with the filing of this report, you may do so without additional fee by setting forth the new designations in the box provided on the front side of this form. The corporation is required to maintain a registered agent at all times, and the designations continue in effect until changed by a subsequent filing.

The corporation may not name itself as registered agent. Name an individual who is a resident of Wisconsin, but not just the title of an official, such as "corporate secretary" or "chairperson". The agent's address is to describe its physical location, i.e., street name and number, city, state and ZIP Code. If mail is received at a P.O. Box address, the P.O. Box address may be added to the location description as supplemental information. For example: 123 Main (P.O. Box 21), Anytown, WI 53000. Give ZIP Code for P.O. Box.

REGISTERED AGENT:	This person is a contact person for the corporation. It can be any natural person who resides in this state whose business office will be the registered office.
OR:	Any entity registered to do business in this state whose business office will be the registered office.
REGISTERED ADDRESS:	The business address of the registered agent.

MAKE CHECK PAYABLE AND MAIL TO: Department of Financial Institutions, PO Box 7846, Madison, WI 53707

PLEASE NOTE:

The corporation went into a delinquent status on the date indicated on the front of this report for failure to file an annual report during the previous reporting year. Until the corporation is restored to a current status, we cannot accept any charter documents for filing.

The delinquent form on the front of this document may be used to restore the corporation to a current status. The fee is indicated on the report. This delinquent form also satisfies the current reporting year's requirement. There is no late fee or penalty fee.

IF YOU HAVE ANY QUESTIONS CONCERNING THIS FILING, PLEASE CALL OUR OFFICE AT 608-261-7577.

THIS IS A REQUIRED REPORT. Failure to file this report may subject the corporation to administrative dissolution (sec.181.1622 and 181.1420 Wisconsin Statutes.)

NSDQ Rev.-1 (12/98)

DFI/CCS/CORP/ED
Form K - 181 (07/00)

RECEIVED - DEPT OF FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

06 6E01557

2013 OCT -8

CHAPTER 181
STATE OF WISCONSIN
DEPARTMENT OF FINANCIAL INSTITUTIONS

APPLICATION FOR REINSTATEMENT - NONSTOCK CORPORATION

NAME OF CORPORATION **EMERALD GREEN NO. 1 CONDOMINIUM OWNERS' ASSOCIATION, INC.**

EFFECTIVE DATE OF ADMINISTRATIVE DISSOLUTION **11/19/1993**

The corporation herewith applies for reinstatement under sec. 181.1422 of the Wisconsin Statutes and states:

That it has cured the cause for its involuntary or administrative dissolution by filing a current annual report conforming to the requirements of sec. 181.1622 of the Wisconsin Statutes;

that it has paid all fees and penalties due the department as required by Chapter 181 of the Wisconsin Statutes; and

That its corporate name satisfies the requirement of sec. 181.0401 of the Wisconsin Statutes.

Executed on behalf of the corporation on _____
(Date)

President
(Officer's Title)

Kurtis G Froystad
(Signature of Officer)

KURTIS G FROYSTAD
(Printed Name)

INSTRUCTIONS

1) The application and current annual report is to be signed by an officer of the corporation.

2) Submit the application and a current annual report to: DEPARTMENT OF FINANCIAL INSTITUTIONS, P O Box 7846, Madison, Wisconsin 53707-7846, with the total fees described below:

86-12 ANNUAL REPORT FEES **$270.00**

FEE FOR APPLICATION AND CERTIFICATE OF REINSTATEMENT **$45.00**

TOTAL FEES REQUIRED **$315.00**

LESS CREDITS AVAILABLE **$0.00**

TOTAL AMOUNT DUE $315.00

10/08/2013 04:30 PM
DCorp $45.00
190354 #. 2

STATE OF WISCONSIN
FILED
OCT 14 2013
DEPARTMENT OF
FINANCIAL INSTITUTIONS

BYLAWS

OF

EMERALD GREEN NO. 1 OWNERS' ASSOCIATION, INC.

(A NON-STOCK, NON-PROFIT CORPORATION)

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BYLAWS

OF

EMERALD GREEN NO. 1 CONDOMINIUM OWNERS' ASSOCIATION, INC.

(A NON-STOCK, NON-PROFIT CORPORATION)

ARTICLE I

GENERAL PURPOSE

1.1 PURPOSE

Pursuant to the Declaration of Condominium for EMERALD GREEN NO. 1 CONDOMINIUM dated November , 1980, and recorded as Document No. in the Office of the Register of Deeds in and for Milwaukee County, Wisconsin (hereafter the "Declaration"), the following terms, conditions and provisions are adopted as the Bylaws of EMERALD GREEN NO. 1 CONDOMINIUM OWNERS' ASSOCIATION, INC., a non-stock, non-profit corporation, which shall govern the administration of all real estate and improvements subjected to the condominium form of use and ownership (hereafter the "Property") in accordance with the Declaration, these Bylaws and the Condominium Ownership Act for the State of Wisconsin (hereafter the "Act") as the same may be amended from time to time.

1.2 PERSONS SUBJECT TO BYLAWS

These Bylaws shall govern and bind all unit owners, joint owners, mortgagees and other encumbrancers and their respective heirs, personal representatives, successors, assigns, and lessees, as well as all other persons occupying or having any legal or equitable interest in the Property in any way whatsoever and all licensees, invitees, employees, agents, servants, and guests of any of the foregoing.

1.3 DEFINITIONS: REFERENCE TO DECLARATION

(a) The terms defined or referred to in the Declaration are hereby adopted for these Bylaws (and any amendments hereto); and all terms defined by the Act are also adopted for these Bylaws except as modified, inconsistent with or otherwise defined by the Declaration or these Bylaws.

(b) Section: The word "Section," when used in these Bylaws, means a section (e.g. 1.1) of the Bylaws and includes and refers to all subsections (e.g. (a)), paragraphs ((1)) and subparagraphs (e.g. (i)) thereunder, except where a particular subsection, paragraph or subparagraph is designated.

ARTICLE II

MEMBERSHIP

2.1 MEMBERSHIP: TRANSFER

(a) Each unit owner shall be a member of EMERALD GREEN CONDOMINIUM NO. 1 OWNER'S ASSOCIATION, INC. (the "Association" a non-stock, non-profit corporation, which shall be composed only of unit owners.

(b) Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon the transfer of title to the unit, without further provisions being made therefor. Membership may not be transferred, assigned or conveyed except in connection with the transfer of title to the unit or in connection with the conveyance of a mortgage interest in a unit.

(c) Upon transfer of fee simple title to, or any mortgage or land contract in, a unit or any part thereof, the transferee, mortgagee or land contract vendee shall give written notice to the Association specifying:

(1) the transferee's, mortgagee's or vendee's name and address;
(2) the unit conveyed;
(3) the date of transfer; and
(4) any other information which the Board deems relevant.

2.2 ONE MEMBERSHIP PER UNIT

(a) A unit owner shall have one membership for each unit owned.

(b) All joint owners of a unit shall be entitled to: 1) one collective membership for that unit; and 2) the same type of partial membership interest in the Association as their tenancy or estate in the unit.

2.3 MEMBERSHIP LIST

(a) The Association shall maintain a current membership list showing: the owner and any person who may be designated by joint owners under Sec. 2.3(c) to receive notices and vote on their behalf; the ownership interest appurtenant to each unit; and the business and mailing address of each owner and joint owner. The membership list shall be kept by the Secretary of the Associatic

(b) Each unit owner shall be responsible for furnishing to the Secretary the information necessary for the Association to maintain an up-to-date membership list, without the necessity of any inquiry or request being made by the Secretary.

(c) A designee may be appointed by joint owners of a unit to vote and receive notices on behalf of the joint owners and the Association shall at all times be entitled to rely upon the authority of such designee; and all joint owners shall be bound by the designee's vote and other actions. The appointment of such a designee shall be made by written notice signed by each of the joint owners and delivered to the Secretary of the Association stating the name, address and telephone number of such designee and that the designee is thereby appointed to vote and receive all notices on behalf of all joint owners of a unit. The authority of such a designee may be revoked or a new designee appointed at any time by written notice delivered to the Secretary signed by all joint owners.

(d) All notices required to be given to a unit owner shall be deemed to have been duly given: 1) at the time of personal delivery to the unit owner or one of the joint owners or the designee of joint owners; or 2) 72 hours after mailing within the State of Wisconsin by regular or certified mail to the unit owner's or designee's mailing address shown in the membership list.

ARTICLE III

VOTING AND MEETINGS

3.1 VOTING

(a) A unit owner shall have one vote for each unit owned, except that Declarant shall have two votes for each unit owned during the time provided in the Declaration. All votes shall be cast as a whole with no fractional votes being allowed. Votes may be cast in person or by proxy by the unit owner or by a designee or anyone of the joint owners; however, all joint owners of a unit shall vote collectively and in the event any fractional vote is attempted, or if joint owners do not agree on how such vote shall be cast, the right to vote on the matter in question shall be forfeited. Each unit owner shall be entitled to cumulate his/her votes for election of directors after the conveyance by Declarant of units aggregating a percentage of ownership interest in common elements equal to 50%, such that each owner shall then have a total number of votes equal to the number of the units owned times the number of directorships to be filled by owners (other than Declarant), which votes may be cast for any one director or allocated, as the owner desires, among any number of the directorships to be filled. During such time as Declarant has two votes for each unit it owns, as provided in the Declaration, Declarant shall similarly be entitled to cumulate its votes.

(b) No unit owner shall be entitled to cast the vote appurtenant to a unit against which any general or special assessment is then delinquent if the Association has recorded a statement of condominium lien against the unit.

(c) Proxies granted to any person (other than a designee or mortgagee) shall be valid only for the particular meeting or time period designated therein, unless sooner revoked,

and must be filed with the Secretary before the appointed time of the meeting.

3.2 MEETINGS: NOTICE

(a) Written notice of all annual and special meetings, stating the time, place and purpose for which the meeting is called, shall be given by the President or Secretary to each unit owner or designee of joint owners not less than five nor more than thirty days prior to the date of such meeting; provided, however, that notice of any meeting may be waived in writing before or after the meeting. Written notice of such meetings shall be deemed "given" if delivered to the unit or mailed to the unit owner or to any joint owner or designee, regardless of actual recept.

(b) Meetings shall be held at the time and place designated by the Board.

3.3 ANNUAL MEETING OF ASSOCIATION

The annual meeting of the Association shall be held on the second Wednesday in October for the purpose of electing directors and transacting any other business authorized to be transacted by the Association.

3.4 SPECIAL MEETINGS OF ASSOCIATION

Special meetings of the Association shall be held whenever called by the President or two Directors; however, such meetings must be called by the Board upon receipt of a written request signed by unit owners or designees with a total of one-third or more of all votes entitled to be cast, with such request to specify the purpose of such meeting.

3.5 QUORUM

(a) A quorum for meetings necessary to conduct Association business shall consist of a majority of all unit owners or their designees, present in person or by proxy, and representing a majority of votes entitld to be cast.

(b) The act of a majority of the votes present at any meeting at which a quorum is present shall be the act of the Association, unless a greater percentage is required under the Act, the Articles, the Declaration or these Bylaws.

(c) If a quorum is not present, no business of the Association shall be transacted; however, the majority of the votes present (in person or represented by their designee or by proxy) may adjourn the meeting from time to time without further notice if such an adjourned meeting (at which a quorum is present) is held within ten business days after the meeting originally noticed. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed.

ARTICLE IV

BOARD OF DIRECTORS

4.1 NUMBER OF DIRECTORS: TERMS OF OFFICE

(a) The number of Directors constituting the whole Board shall not be less than three (3) nor more than nine (9), with the number at any given time to be determined by resolution of the Board or by resolution of the Association at an annual or special meeting. Except as provided in Section 4.1(b), the terms of office for the Directors shall be staggered so that approximately one-third of all Directors' terms expire annually. Each Director shall serve and hold office until a successor is elected, unless sooner removed. A director must be a unit owner, joint owner, or an officer, agent or employee of a corporation, firm or other entity owning a unit.

(b) Upon adoption of these Bylaws, the Board shall initially consist of three (3) Directors to be appointed by Declarant to hold office until successors are elected for staggered terms at the first annual meeting of the Association after units aggregating a percentage of ownership interest in common elements equal to or in excess of fifty per cent have been sold and title transferred by Declarant or after the second year anniversary date of Declarant's transfer of title to the first unit, whichever first occurs. The Board shall automatically be expanded to add, in addition to the Directors appointed by Declarant, one Director to be elected by the owners (other than Declarant) in accordance with the Declaration prior to Declarant's conveyance of units aggregating a percentage of ownership interest in the common elements equal to twenty-five per cent. After the conveyance of units aggregating a percentage ownership interest in the common elements equal to forty per cent, but prior to the conveyance of units aggregating a percentage equal to fifty per cent, the Director previously elected by the owners (other than Declarant) in accordance with the Declaration shall be re-elected or another unit owner elected by the owners (other than Declarant) to fill such directorship and, at that time, either: i) one of the Directorships filled by Declarant shall expire so that the unit owners (other than Declarant) elect one-third of the Directors on the Board; or ii) Declarant may (at its option) expand the Board to six (6) Directors, in which event the Directors previously elected by the Declarant would continue to serve and a new Director would be elected by the owners (other than Declarant) to fill one of the new Directorships and the other new Directorship would be filled by Declarant.

4.2 REMOVAL OF DIRECTORS

Any Director may be removed from office with or without cause at any regular or special meeting of the Association by a four-fifths vote of all unit owners, and a successor may then be elected at that meeting to fill the vacancy thus created or at a special meeting thereafter called for that purpose.

4.3 VACANCIES ON THE BOARD

Vacancies on the Board (caused other than by removal under Section 4.2) and newly created directorships resulting from an increase in the number of Directors (other than under Section 4.1 (b)) shall be filled by a unanimous vote of the Director(s) then in office and each person so elected shall serve until a successor is elected at the next annual meeting of the Association, unless sooner removed in accordance with Section 4.2.

4.4 ANNUAL AND REGULAR MEETINGS OF THE BOARD

(a) An annual meeting of the Board shall be held immediately after the annual meeting of the Association. No notice of the annual meeting of the Board shall be required.

(b) Regular meetings of the Board shall be held at such times and places as the Board determines by resolution and no other notice of regular meetings shall thereafter be rquired.

4.5 SPECIAL MEETINGS OF THE BOARD: NOTICE

Special meetings of the Board may be called by the President or by any two Directors on three days' prior written notice to each Director, given personally or by mail, which notice shall state the time, place and purpose of such meeting.

4.6 WAIVER OF NOTICE

Before, at or after any meeting of the Board, any Director may (in writing) waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance at any meeting of the Board shall be considered a waiver of notice of such meeting, unless such Director furnishes the Board with a written objection at the commencement of such meeting.

4.7 QUORUM OF DIRECTORS - ADJOURNMENT

(a) For all meetings of the Board, a quorum necessary to transact business shall consist of a majority of the Directors. The act of a majority of the Directors present at any meeting shall be the act of the Board.

(b) If there is less than a quorum present at any meeting of the Board, no business shall be transacted; however, the majority of those present may adjourn the meeting from time to time without further notice if such adjourned meeting (at which a quorum is present) is held within ten business days after the meeting originally scheduled. If a quorum is present at such an adjourned meeting, any business may be transacted which might have been transacted at the meeting as originally noticed or scheduled.

4.8 POWERS AND DUTIES OF THE BOARD

(a) The business, affairs and operation of the Association shall be managed by the Board.

(b) The Board shall have and exercise all powers and duties specified for the Board under any of the condominium documents or the Act or as may otherwise be necessary for the operation or administration of the property or for conducting the business and affairs of the Association pursuant to the Act and the condominium documents. The decision or action of the Board shall constitute the decision or action of the Association, unless the Association has directed otherwise by prior formal resolution or if the Act or condominium documents specifically requires the vote or assent of the Association members or mortgagees.

(c) Any action of the Board authorized under the Act, the Declaration, the Articles, or these Bylaws may be taken upon the unanimous prior consent of all Directors without a meeting.

(d) The Board shall not organize or operate any central rental service on behalf of the unit owners, it being understood that each unit owner shall be solely responsible for any rental activities with respect to such owner's unit.

4.9 FIDELITY BONDS

The Board may require that some or all officers and employees of the Association handling or responsible for the Association funds shall furnish adequate fidelity bonds, the premium for which shall be paid for by the Association as a common expense.

ARTICLE V

OFFICERS

5.1 DESIGNATION: ELECTION: TERM OF OFFICE

(a) The officers of the Association shall be:

(1) a President;
(2) one or more Vice Presidents;
(3) a Secretary; and
(4) a Treasurer.

(b) The officers shall be members of the Board and shall be elected annually by the majority vote of the Board and shall hold office until successors are duly elected or until death, resignation or removal of such officer. Any person may hold two offices at any one time, except that of President and Secretary.

5.2 PRESIDENT

The President:

(a) shall be the chief executive officer of the Association;

(b) shall be responsible for the proper execution of the business and affairs of the Association, subject to the control of the Board;
(c) shall preside at all meetings of the Association and the Board;
(d) shall have authority to appoint various committees;
(e) shall have all the general powers and duties usually vested in the office of President;
(f) shall have such other powers and duties as may be prescribed by the Board from time to time or as prescribed by the Act, the Declaration, the Articles or these Bylaws.

5.3 VICE PRESIDENT(S)

(a) There shall be at least one but not more than three Vice Presidents, the number of which shall be determined from time to time by resolution of the Board.

(b) The Vice President(s):

(1) shall, in the absence of the President or in the event of his/her ability to act for any reason, perform the duties of the President and when so acting shall have the powers and shall be subject to the restrictions of the President; and

(2) shall have such other powers, duties and restrictions as may be prescribed by the Board from time to time.

5.4 SECRETARY

The Secretary:

(a) shall keep the minutes of all meetings of the Board and of the Association;
(b) shall have charge of all the Association's books and records (other than financial records);
(c) shall maintain the membership list and keep it current;
(d) shall have charge of delivering all notices on behalf of the Board and the Association;
(e) shall, in general, perform all duties incident to the office of Secretary; and
(f) shall have such other powers and duties as may be prescribed by the Board from time to time or as prescribed by the Act, the Declaration, the Articles or these Bylaws.

5.5 TREASURER

The Treasurer:

(a) shall be responsible for the Association's funds and assets and for keeping complete and accurate

accounts of all receipts and disbursements, financial records and books of accounts;
(b) shall deposit all monies in the name and to the credit of the Association in depositories as may be designated by the Board;
(c) shall collect all general and special assessments made by the Board from time to time;
(d) shall be responsible for filing all tax returns for the Association;
(e) shall have such other powers and duties as may be prescribed by the Board from time to time; and
(f) shall count votes at meetings of the Association.

5.6 COMPENSATION

No Director or officer of the Association shall receive any fee or other compensation for services rendered to the Associatior other than on a full time basis, except by specific resolution of a majority of the membership.

5.7 NON-LIABILITY OF DIRECTORS AND OFFICERS

No person shall be liable to the Association for any loss or damage resulting from any act, omissions or negligence as a Director or officer of the Association, provided such person acted in good faith, without willful or intentional misconduct.

ARTICLE VI

OPERATION OF THE PROPERTY

6.1 THE ASSOCIATION

The Association, acting through the Board, shall be responsible for the administration or operation of the property, including (without limitation) the operation, management, maintenance, repair, and replacement of common elements (other than limited common elements to be maintained by the unit owners), all in accordance with the Act, the Declaration, the Articles and these Bylaws. The Association may contract or employ personnel for management and other other services required for the operation, mainenance, security, repair, replacement, construction or use or enjoyment of common elements.

6.2 RULES AND REGULATIONS

(a) The Association may, from time to time, by the majority vote of the Board, adopt rules and regulations governing the operation, maintenance and use of the units and the common and limited common elements by the unit owners, joint owners, and their respective tenants, guests and other occupants or users of the property, including provisions for the imposition of forfeitures, fines or penalties for violations of any rules or regu-

lations or for non-performance of any other obligations under the condominium documents.

(b) Such rules and regulations shall be designed to facilitate and encourage the peaceful and harmonious use and enjoyment of the respective units and common elements by the unit owners for the benefit of the majority of such unit owners and to further preserve the property value of the units and the common elements, all as the Board may determine in its discretion.

(c) All unit owners, joint owners, lessees, licensees, invitees, guests and other occupants and users of the property shall abide by all such rules and regulations adopted by the Board.

(d) A violation of any rule or regulation shall be a violation of the Declaration and may be enforced in the same manner as any other term or provision of the Declaration, including (without limitation) the imposition of forfeitures, penalties or other charges aainst the unit owner, which may be collected by special assessment.

(e) Any rules or regulations may be altered, amended or repealed by the majority vote of the Board from time to time by an affirmative vote of a majority of all unit owners.

6.3 COMMON EXPENSES: ANNUAL BUDGET

(a) The Board shall estimate the common expenses of the Association for the ensuing fiscal yar and shall prepare an annual operating budget at least 15 days prior to the commencement of such fiscal year in order to determine the amount of common charges to be initially assessed to each unit for that fiscal year, which assessment shall be payable by the unit owner at such time(s) as may be determined by the Board; provided, however, that any failure of the Board to prepare such budget within that time shall not affect the validity of the budgets or assessments. Within 30 days after such budget has been adopted by the Board, a copy shall be delivered to each unit owner or designee, togther with a notice specifying the amounts payable by such unit owner and the dates on which such assessments shall become due. The budget may be revised upon a two-thirds vote of all unit owners at a special meeting of the Association called for that purpose upon request of the unit owners in accordance with Section 3.4, provided such request is made within 30 days after the budget and notice of assessments has been given the unit owners.

(b) The amounts required by the budget shall be assessed by the Board and charged against the units and unit owners as provided in the Declaration, which assessments shall become due as determined by the Board, except if the budget is modified by the members in accordance with Section 6.3(a).

(c) All common charges, if not paid on or before the due date(s) determined by the Board, shall bear interest at

12% per annum or at such other maximum annual rate of interest as may be permitted by law from time to time until such delinquencies are paid in full.

6.4 OPERATING BUDGET: ASSESSMENTS

(a) The annual operating budget shall provide for two funds:

(1) an "operating fund" which shall be used for all common expenses which occur on a regular basis or which are expected to arise during that year, including (without limitation) the amounts required for the operation, maintenance and repairs of common elements and for management services, insurance, administration, materials, supplies and equipment; and

(2) a "reserve fund" which shall be maintained, in an amount and by such assessments as the Board determines necessary, for expenses that arise or may arise on other than a regular basis or with less than annual frequency, including (without limitation) expenses for maintenance, repairs, future construction, or replacement of capital improvements or other common elements that must be replaced periodically.

(b) In the event the Association incurs expenses not originally covered by the operating fund, then such sums as are necessary may be charged against the reserve fund and collected by special or additional general assessments. If the reserve fund is used in whole or in part to cover such expenses, the Board may make assessments to replenish such fund.

(c) The reserve fund may be used:

(1) to discharge construction or other liens or encumbrances against the entire property or against any unit, if the lien or encumbrance is the result of any act of the Association;
(2) for acquisition or construction of capital or other improvements to comon elements;
(3) for maintenance, repairs, reconstruction, replacement, rebuilding or razing and removal of any common elements;
(4) for any other expenses which arise on other than a regular basis or with less than annual frequency; or
(5) for expenses not originally covered by the operating fund.

6.5 MAINTENANCE, REPAIRS AND IMPROVEMENTS TO COMMON ELEMENTS

All construction, installation, maintenance and repairs of improvements to common or limited common elements shall be carried out as provided in the Declaration or, if not so provided, then as provided in the Act. All terms, conditions and provisions of the Declaration are incorporated herein by reference and shall be deemed to be a part of these Bylaws for all purposes.

ARTICLE VII

AMENDMENTS TO BYLAWS

7.1 BY UNIT OWNERS

These Bylaws may be amended or repealed and new Bylaws adopted at any annual or special meeting of the Asscoiation noticed for that purpose by an affirmative vote of the unit owners or designees entitled to vote representing four-fifths of all the units.

7.2 BY THE BOARD

These Bylaws may also be amended or repealed and new Bylaws adopted by the Board upon a unanimous vote of all Directors, provided that no Bylaws adopted by the Unit Owners shall be amended or repealed by the Board.

ARTICLE VIII

MISCELLANEOUS

8.1 INDEMNITY OF OFFICERS AND DIRECTORS

(a) All officers and Directors of the Association (together with their personal representatives, heirs, successors, and assigns) shall be indemnified by the Association against all loss, liability, damages, costs and expenses (including reasonable attorneys' fees) incurred in connection with any claim, suit or proceeding in which that person is a party by reason of being such a Director or officer, provided the Director or officer acted in good faith and without willful or intentional misconduct. In the evnt of any settlement, indemnification shall be provided only for such matters covered by the settlement as to which the Association is advised by counsel that the indemnitee acted in good faith and without willful or intentional misconduct as such Director or officer with respect to the matter in issue.

(b) All rights of indemnification shall be in addition to all other rights such officers or Directors may have as a matter of law.

(c) The Association may, upon resolution of the Board, similarly indemnify any present or former employee of the

Association for any act or omission on his/her part as such employee, with or without limitations as the Board may determine appropriate.

(d) All liability, costs and expenses incurred by the Association by reason of any indemnification of officers, Directors, or employees as provided under this section or by reason of indemnification of any other preson as may be required by law, shall be considered a common expense.

(e) The Association shall not be required to indemnify any unit owner or joint owner (regardless of whether such person is or has been an officer, Director or employee of the Association) for any liability, cost or expense incurred as a unit owner or joint owner under the Act, the Declaration, the Articles, these Bylaws, or any rules or regulations.

8.2 MAILING ADDRESS

The initial mailing address of the Association shall be EMERALD GREEN NO. 1 CONDOMINIUM OWNERS' ASSOCIATION, INC., 270 East Kilbourn Avenue, Suite 1035, Milwaukee, WI 53202.

8.3 SUBORDINATION OF BYLAWS

These Bylaws are subordinate and subject to the Act, the Declaration and the Articles, and any amendments thereto, which shall control in the order stated in case of conflict.

8.4 SEVERABILITY

The invalidity or unenforceability of any term, condition or provision of these Bylaws for any reason, by judgment or court order, shall in no way affect the validity and enforceability of the other terms, conditions and provisions which shall remain in full force and effect.

END OF BYLAWS

Emerald Green
CONDOMINIUMS

NO. 1 OWNERS' ASSOCIATION, INC.
1636 - 1688 SOUTH 115th COURT
WEST ALLIS, WISCONSIN 53214

Welcome to Emerald Green. We hope you enjoy living here. The following is a list of rules that have been implemented so that we may all have quiet enjoyment of our residences. We appreciate your cooperation with the regulations. If you have any questions or any concerns, please contact one of the board members. Thank you.

CONDO FEES

Condo fees are due to the association treasurer on the 1st of each month. There is a $25.00 fine for a late payment fine if dues are received after the 10th.

BALCONIES/PATIOS

Decorations and flags should hang inside your area.

Please do not hang clothes or other laundry on the balconies/patios.

If you are bothered by a neighbor's wind chime, please speak to your neighbor about tying them up or removing them at night. Those with wind chimes, please respect your neighbors' wishes.

GRILLS

Charcoal grills are not allowed.

Gas grills are allowed with the following requirements:

- Do not leave gas grills unattended, they must be kept in constant view.
- The Fire Department requires a fire extinguisher be present when using your grill.
- The grill must be placed with its back to the railings and at least 4 feet from any wood siding.

Violating these restrictions could result in the loss of his privilege.

BASEMENTS

All personal possessions must be stored in your storage locker.

Remember to turn off the basement lights when you leave.

CHRISTMAS/HOLIDAY DECORATIONS

Outdoor Christmas decorations should be removed from patios and balconies by February 1.

If you are using a live Christmas tree, please place it in a tree bag to bring it in and to remove it from the building. You are responsible for cleaning up needles left in the hallway and on stairways (indoor and outdoor). Also trees need to be placed **inside** the dumpster, not alongside.

DAMAGE

Anyone damaging doors, frames, walls, or other property in the common areas is responsible for repairs.

Any damage to the garages is the responsibility of the individual owners.

DOGS/VISITING

Please walk dogs back by the trash bins. No dogs are allowed to stay overnight.

FIRE CODE

Hallways must be kept empty. Nothing, such as shoes, boots, or garbage, can be placed in the halls. Rugs to wipe your feet are OK. Anything in h halls is considered a fire hazard and will be placed outside. All residents have the right to remove items from the hallways to maintain safety.

FIRE LANE PARKING

The driveway is a fire lane. There is a 15-minute parking limit for loading or unloading of cars. If the time limit is exceeded, your vehicle may be subject to a ticket or towing.

SPEED LIMIT

The speed limit in the driveway is **10 mph.** Please adhere to this posted speed limit.

HONKING OF CAR HORNS

As a courtesy to those who live along the driveway, please do not have visitors honk their horns. Be attentive for their arrival.

PARKING

Resident parking is assigned. Visitor parking is reserved for guests. Anyone violating the parking restrictions will be subject to a $10.00 fine, ticketing, or towing.

MOTORCYCLES

No motorcycles allowed to be kept, stored, or driven in or on limited common areas, with the exception of current resident unit owners as of November 17, 1998, who already own or may be contemplating ownership of a motorcycle.

WASHING VEHICLES

All vehicles can be washed near your parking garage/space. Please return the hose back to the appropriate place.

QUIET ENJOYMENT OF PROPERTY

For the quiet enjoyment of everyone, please refrain from noisy activities that might disturb your neighbors between the hours of 10:00 p.m. and 9:00 a.m. This includes, but is not limited to the following: using dishwashers, washers and dryers, vacuum cleaners, garbage disposals, and loud stereos or televisions.

WINDOW TREATMENTS

All drapes, blinds, and other window treatments must be white or off-white as viewed from the outside.

SMOKING LAWS

According to fire regulations, smoking in the hallways and basements in not allowed. For those who do smoke, please dispose of cigarettes appropriately. Do not throw butts onto the lawn or in the bushes.

SNOW POLICY

Cars need to be moved from their parking spaces by 8:00 a.m. after a snowfall of 2 or more inches to facilitate adequate plowing. If your vehicle is not removed, the owner of the vehicle will be responsible for clearing any snow that is left in their neighbors' parking spots.

It is the responsibility of all the owners to assist with shoveling and salting walks and stairs when needed. This may occur after snowfalls of less than 2 inches or after the plowing and shoveling have been completed. This includes the end of the driveway if the city plow goes through after our drive has been plowed. We thank you for your cooperation and assistance.

TRASH AND REFUSE

Garbage and trash should be disposed of in tied plastic bags. All garbage needs to be inside the dumpster; they will not pick up items set on the side. If dumpster is full please put your garbage in your garage until the dumpster has been emptied.

Disposal of large items is the responsibility of the owner. You need to make arrangements for pickup with the West Allis Sanitation Department or have the deliverymen remove the old item.

Recycling is **MANDATORY.**

SERVICE DRIVE NORTH OF BUILDING 1636

This driveway does not belong to us and we are not allowed to use it. This also applies to deliveries.

Revised 4/17/2013

This is to confirm that 2 indoor cats are allowed in the condominium unit. For further Clarification, please see Condominium Documents and Bylaws as provided to each owner.

Condominium First Right of Refusal

Emerald Green Condominium Association hereby waives the right of first refusal in the sale of its condo units.

Muriel Bingenheimer
Signature

MURIEL BINGENHEIMER
Print Name

PRESIDENT
Title

1 SEPT 9, 2003
Date

REGISTER OF DEEDS

Milwaukee County

JOHN LA FAVE • Register of Deeds

TITLE TARGET

PERMANENT RECORDS

✓ **Daily Recordings** 3/21/07
(Document Date)

____ **Veteran's Discharges**

FIRST DOCUMENT:

Reel Number 6563

Document Number 09403416

Type of Document Statutory Reserve Account Statement

Notes:

COURTHOUSE, ROOM 103 • 901 NORTH 9TH STREET • MILWAUKEE, WISCONSIN 53233 • (414) 278-4021 • FAX (414) 223-1257

2958 R10

09403416

DOC.# 09403416

REGISTER'S OFFICE | SS
Milwaukee County, WI|

RECORDED 03/21/2007 08:00AM

JOHN LA FAVE
REGISTER OF DEEDS

AMOUNT. 11.00

Document Number

STATUTORY RESERVE ACCOUNT STATEMENT

Re Emerald Green No 1
Condominium, being a condominium created under the Condominium Ownership Act of the State of Wisconsin by a "Declaration of Condominium for Emerald Green No 1 Condominium," dated the 2nd day of January, 1981 and recorded the 6th day of January, 1981 in the Office of the Register of Deeds for Milwaukee County, Wisconsin, in (Reel) (Vol) 1349 of records, at (Images) (Pages) 1196 through 1238, as Document No 5451192 and by a Condominium Plat (hereinafter "Condominium")

The Condominium (shall) (shall not) have a Statutory Reserve Account, as described in Wis Stat § 703 163, effective November 11, 2006 This determination is made by the (Declarant) (Association) with the written consent of a majority of the Unit votes)

This space reserved for recording data

Gerald J Mayhew
Trebon & Mayhew
733 North Van Buren Street, #770
Milwaukee, WI 53202

If the Condominium will not have a Statutory Reserve Account, it is anticipated that future expenditures for the repair and replacement of the common elements will be funded by A Non-Statutory common law reserve account and such other means as are available to it by law

PARCEL IDENTIFICATION NO (PIN)

DATED this 14th day of February, 2007

* Martin Kucinski
Title President

*
Title

AUTHENTICATION

Signature(s) of Martin Kucinski

authenticated this 14th day of March, 2007

* Gerald J. Mayhew
TITLE MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 706 06, Wis Stats)

THIS INSTRUMENT WAS DRAFTED BY
Gerald J Mayhew

(Signatures may be authenticated or acknowledged, both are not necessary)

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss
MILWAUKEE COUNTY)
Personally came before me this _____ day of _____, _____, the above-named

to me known to be the person(s) who executed the foregoing instrument and acknowledged the same

Notary Public, State of Wisconsin
My Commission Is Permanent
If not, my commission expires _____

Misc\2218-01 Statutory Reserve Acct Stmt doc

EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the icon) or may be completed to both summarize the information and refer to the condominium documents. ***This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

Condominium Name: Emerald Green No. 1 Condominium

How is the condominium association managed?

- What is the name of the condominium association? Emerald Green No. 1 Condominium Owners' Association, Inc.
- What is the association's mailing address? c/o Real Estate Specialists, Inc., P.O. Box 438, Pewaukee, WI 53072
- How is the association managed?
  - ☐ By the unit owners (self-managed)
  - ☒ By a management agent or company
  - ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Real Estate Specialists, Inc. (Management agent/company or other available contact person)
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person? 131 W. Wisconsin Avenue, Suite 205, Pewaukee, WI 53072; Phone: (262) 695-8844; Fax: (262) 695-8846; website: www.realestatespl.com; e-mail: cindy@realestatespl.com
- For specific information about the management of this association, see Declaration, 1.14; Bylaws, 4.6, 6.1

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit? 2
- How many outside? 1
- How many inside? 1 [check all that apply]
  - ☐ Common element
  - ☐ Limited common element
  - ☒ Included as part of the unit
  - ☐ Separate nonvoting units
  - ☐ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
  ☒ No
  ☐ Yes, in the amount of $_____ per _____
  ☐ Other: _____
- Are parking assignments reserved or designated on the plat or in the condominium documents?
  ☐ No
  ☒ Yes - Where? Declaration, 6.1
- Are parking spaces assigned to a unit by deed?
  ☐ No
  ☒ Yes
- Can parking spaces be transferred between unit owners?
  ☒ No
  ☐ Yes
- What parking is available for visitors? Street parking.
- What are the parking restrictions at this condominium? No motorcycles.
- For specific information about the parking of this condominium, see Declarations, 3.1, 6.1; Amendment dated July 15, 1999; Rules & Regulations

May I have any pets at this condominium?

- Are pets allowed: ☐ No ☒ Yes
- If yes, what kinds of pets are allowed? Cats owned at time of purchase are allowed for the rest of its life.
- What are some of the major restrictions and limitations on pets? No dogs allowed and no visiting dog may stay overnight.
- For specific information about the condominium pet rules, see Declaration, 11.5; Amendment to Declaration (4/14/2003); Rules & Regulations

May I rent my condominium unit?

- Are unit rentals allowed? ☐ No ☒ Yes
- If yes, what are the major limitations and restrictions on unit rentals? Not less than one year leases.
- For specific information about renting units at this condominium, see Declaration, 3.4

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? ☒ No ☐ Yes
- If yes, what are the major amenities and features? _____
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
  ☒ No
  ☐ Yes - What is the cost? $_____
- For specific information about special amenities, see N/A

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain and repair Each unit and all its facilities, and other fixtures, appliances and equipment located within or designated as a part of such until shall at all times be maintained and repaired by the owner at the owner's expense.
- For specific information about unit maintenance and repairs, see Declaration, 3.5

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common elements maintenance, repair and replacement is performed as follows: All maintenance repairs, and replacements to the common areas and facilities whether located inside or outside of the units shall be made by the Board of Directors and be charged to the Owners as a common expense.
- How are repairs and replacements of the common elements funded?
  - ☐ Unit owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see Declaration, 5.2 (a)
- How are repairs and replacements of the limited common elements funded?
  - ☐ Unit owner assessments
  - ☐ Reserve funds
  - ☒ Both
  - ☐ Other (*specify*): _____
- Limited common element maintenance, repairs and replacement is performed as follows: All maintenance, repairs and replacements to the limited common areas and all facilities whether inside or outside of the units shall be made by the Board of Directors and charged to the Owners as a common expense.

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? ☒ Yes ☐ No **Is there a Statutory Reserve Account?** ☐ Yes ☐ No

- For specific information about this condominium's reserve funds for repairs and replacements, see Bylaws, 6.4
- Reserve Account balance: $127,773.65, as of the date this Executive Summary was prepared.

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
  - ☒ Not applicable (no developer-owned units)
  - ☐ No
  - ☐ Yes - In what way? _____

- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
  ☒ No
  ☐ Yes - Describe these provisions: _____
- For specific information about condominium fees during the developer control period, see N/A

Has the declarant (developer) reserved the right to expand this condominium in the future?

- Has the declarant reserved the right to expand? ☒ No ☐ Yes
- If yes, how many additional units may be added through expansion? _____
- When does the expansion end? It has ended.
- Who will manage the condominium during the expansion period? N/A
- For specific information about condominium expansion fees, see N/A

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit: The Board of Directors must grant written permission.
- Describe the rules, restrictions and procedures for enclosing limited common elements: The Board of Directors must grant written permission.
- For specific information about unit alterations and limited common element enclosures, see Declarations 5.1(d)

Can any of condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, by laws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see Declaration, 11.1; Bylaws, VII

Other restrictions or features (optional): _____

Does the Association have the right of first purchase:

☒ No (waived as of 9/9/2003)
☐ Yes

Does the Association charge a transfer fee:

☒ No
☐ Yes. If so, how much? _____

Does the Association charge a disclosure material fee:

☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or $50.00, whichever is less pursuant to Sec. 703.20(2)(a) Wis. Stat.

Does the Association charge a payoff statement fee?

☐ No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? $_____
☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two month period there is a $25.00 charge.

This Executive Summary was prepared on August 31, 2018 (insert date)
By: Attorney Lydia J. Chartre (state name and title or position).

*Note: A Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

EMERALD GREEN CONDOMINIUMS
CURRENT CASH BALANCES
for the month ending 8/31/18

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
OPERATING CASH												
Checking Account - BMO HARRIS	$ 19,631.08	$ 30,935.39	$ 56,697.04	$ 82,416.63	$ 73,722.36	$ 19,675.29	$ 28,379.54	$ 19,600.92	$ -	$ -	$ -	$ -
RESERVE FUNDS												
Money Market - BMO HARRIS	$ 122,566.74	$ 122,594.95	$ 125,074.37	$ 125,115.15	$ 125,157.65	$ 127,646.91	$ 127,690.27	$ 127,773.65	$ -	$ -	$ -	$ -
TOTAL OF ALL	$ 142,197.82	$ 153,530.34	$ 181,771.41	$ 207,531.78	$ 198,880.01	$ 147,322.20	$ 156,069.81	$ 147,374.57	$ -	$ -	$ -	$ -

Money Market ytd interest 2018 = $301.80