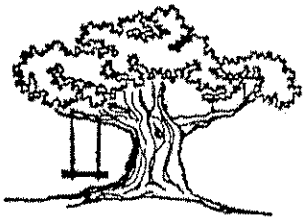
Parkway Village



CONDOMINIUM PHASES I - IV

Milwaukee, Wisconsin

Parkway Village Condominium Association, Inc.

DISCLOSURE MATERIALS

FOR

PARKWAY VILLAGE CONDOMINIUMS ASSOCIATION INC.

PROPERTY ADDRESS:
8006-8087 N. 93rd Court
8003-8094 N. 94th Street
8152-8187 N. 96th Court
8102-8142 N. 97th Court
8068-8164 N. Denmark Court
8108-8188 N. Michelle Court
9374-9632 W. Bradley Road
9207-9355 W. Greenview Court
9333-9469 W. Terra Court
9404-9768 W. Tower Avenue
WAUKESHA, WI 53186

1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.

2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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PARKWAY VILLAGE CONDOMINIUMS ASSOCIATION, INC.

1. EXECUTIVE SUMMARY: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A-1.
2. DECLARATION: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B-1.
3. ARTICLES OF INCORPORATION: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page C-1.
4. BY-LAWS: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page D-1.
5. MANAGEMENT OR EMPLOYMENT CONTRACTS: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E-1.
6. ANNUAL OPERATING BUDGET: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F-1.
7. LEASES: There are no leased facilities at this condominium.
8. EXPANSION PLANS: There are no expansion plans in effect at this condominium.
9. FLOOR PLAN(S) AND MAP: The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering and all facilities and the common areas which are part of the condominium. The floor plan(s) and map can be found in the Declaration which begins on page B1.
10. RULES & REGULATIONS: The Rules and Regulations for the condominium are promulgated by the association. The Rules and Regulations begin on page G-1.
11. STATUTORY RESERVE ACCOUNT: The condominium does not have a Statutory Reserve Account. The Statutory Reserve Account Statement begins on page H-1.
12. OTHER IMPORTANT INFORMATION AND DOCUMENTS: Begin on page I-1.

PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

Executive Summary

Parkway Village Condominium

This Executive Summary highlights some of the information that prospective buyers of units in the Parkway Village Condominium are most interested in learning, as well as some of the information that they should consider when contemplating the purchase of a condominium unit. However, there are provisions and information contained in the Disclosure Materials that will be of importance and significance to a unit owner that are not included in this Executive Summary. ***This summary 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.***

1. **Condominium Name.** Parkway Village Condominium.

2. **Condominium Governance.** The condominium is governed by the Parkway Village Condominium Association, Inc. (the "Association"), a Wisconsin non-stock corporation. All unit owners are members of the Association.

   - For specific information, see: Declaration § 9.1; Bylaws, Article II § 1.

3. **Association Management.** The Association has engaged Hunt Management Incorporated to serve as the Managing Agent for the condominium.

4. **Association Contact Information.**

Contact Name:	Client Services -Hunt Management Inc.
Phone:	262-238-1480
Email:	clientservices@huntmanagement.com
Mailing Address:	10520 N Baehr Rd Suite Q, Mequon WI 53092

5. **Can the condominium be expanded in the future?** No. The right to expand the condominium has expired.

6. **Does the condominium have special amenities or features?** Yes, this condominium has an outdoor swimming pool. All unit owners have access to this amenity.

7. **Maintenance and Repair of Units.** Each unit owner shall be responsible for keeping the interior of the unit and all of its equipment, fixtures and appurtenances in good order, condition and repair. Without in any way limiting the foregoing unit owners shall be responsible for the maintenance, repair, or replacement of any interior walls, floors, ceilings, plumbing fixtures, water heaters, furnaces, doors and windows (including any broken glass), door and window frames, lighting fixtures, and appliances.

   - For specific information, see: Declaration §§ 4 and 10.2; Bylaws, Art. VI § 2(a).

8. **Maintenance and Repair of Limited Common Elements.**

Unit Owner Responsibilities: Each unit owner shall keep the limited common elements appurtenant to his or her unit and the parking area reserved exclusively for that unit owner in a good, clean, sanitary and attractive condition. The limited common elements include all patios, individual unit utility service areas, and indoor parking spaces.

Association Responsibilities: The Association shall be responsible for the management and control of the limited common areas and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair.

- For specific information, see: Declaration §§ 6, 10.1, and 10.2; Bylaws, Art. VI § 3(a).

9. **Maintenance and Repair of Common Elements.**

Association Responsibilities: The Association shall be responsible for the management and control of the limited common areas and shall cause the same to be kept in good, clean, attractive and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include the building exteriors, walks, drives, access routes, bearing walls, roofs, foundations, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, girders, beams and supports, outdoor parking areas, recreational areas, and landscaping.

How does the Association pay for repairs and replacements? The Association maintains an operating fund and a reserve fund. Routine maintenance and repair of the common elements is funded through unit owner assessments and paid through the operating fund. For extraordinary or unexpected expenses, the Association may also use the reserve fund or special assessments to fund such repairs or replacements, as determined by the Board of Directors.

- For specific information, see: Declaration §§ 5, 10.1, and 16; Bylaws, Art. V §§ 3-5, 7.

10. **Alterations of Units and Limited Common Elements.** Unit owners shall not, without first obtaining written consent of the Association, make or permit to be made any structural alterations, changes, or improvements to the unit, the exterior of any unit, or to the common or limited common elements. Each unit owner shall have the exclusive right to furnish, refurnish or decorate the interior surfaces of the unit.

- For specific information, see: Declaration §§ 10.4 and 11; Bylaws, Article VI § 1(h); Rules and Regulations § III.

11. **Parking.**

Availability: Number of parking spaces assigned to each unit: **1**.
All units are assigned one (1) indoor limited common element parking space. All vehicles

belonging to unit owners must be registered with the Association and display the appropriate registration sticker.

Cost: There is no additional cost for parking.

Guest Parking: There are a limited number of designated guest parking spaces. Guests may also park on the street.

Additional Parking Rules and Restrictions: See Declaration § 6.2; Rules & Regulations § IV.

12. **Rental of Units:** All units shall be occupied by the unit owner and the unit owner's family only. Family means children, spouses, parents, and siblings.

    - For specific information, see: Amendment to Declaration; Rules & Regulations § II(m).

13. **Pets:**

    Number of Pets Allowed Per Unit: Unit owners are permitted to keep one (1) domestic dog, under 40 lbs. or two (2) cats or other household pets.

    Animal Restrictions: Animals must be under the control of the unit owner when outside of the unit. Animals shall not be allowed to create a nuisance or annoyance. Unit owners are responsible for immediately disposing of all pet waste.

    - For specific information, see: Bylaws, Article VI § 1(e); Rules &Regulations § II(n).

14. **Amendments:** Wisconsin law allows the unit owners to amend the Declaration, Bylaws, Rules and Regulations 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.

    Declaration: The Declaration may be amended with the written consent of not less than three-fourths (3/4) of the unit owners, subject to mortgagee approval.

    By-Laws: The Bylaws may be amended by the affirmative vote of sixty-seven percent (67%) of the unit owners.

    Rules & Regulations: Rules and Regulations may be adopted or amended by the Board of Directors.

    - For specific information see: Declaration § 21; Bylaws, Art. V § 2(a) and Art. VII § 5(a).

15. **Fees on Declarant-Owned Units:** This category is not applicable to this condominium because there are no unsold, declarant-owned units in the condominium.

16. **First Right** to **Purchase a Unit:** The Association has a first right to purchase a unit (also known as a "right of first refusal").

    - For specific information, see: Declaration§ 12.

17. **Transfer Fee:** The Association does not charge a fee in connection with the transfer of ownership of a unit.

18. **Disclosure Material Fee:** The Association charges $25.00, plus postage, for a hard copy of the disclosure materials. The disclosure materials are available at no cost on the Managing Agent's website.

19. **Payoff Statement Fee:** The Association does not charge a fee for providing a payoff statement under § 703.335, of the Wisconsin Statutes. However, if more than one payoff statement is requested for a unit during any two-month period, the Association may charge up to $25.00 for each additional payment statement, pursuant to § 703.335(4), of the Wisconsin Statutes.

20. **Reserves.** The Association maintains a reserve fund for replacement, or repair of common elements and other extraordinary expenditures. The Association does not maintain a Statutory Reserve Account.

21. **Reserve Balance.** The amount of the reserve balance is $265,404.95 This amount is current as of 12-31-2021 .

    - For specific information about the reserve balance, contact the Board of Directors.

This Executive Summary was prepared or revised on February 22, 2022.

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PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION B

DECLARATION

PARKWAY VILLAGE CONDOMINIUM
PHASES I - IV

INDEX

PARKWAY VILLAGE CONDOMINIUM was created by Condominium Declaration recorded in Milwaukee County, Wisconsin on May 17, 1974. Phase II was added to the Condominium by recording a Supplement to the Declaration on October 24, 1979. Phase III was added to the Condominium by recording of the Second Supplement to the Declaration on January 4, 1984. Phase IV was added to the Condominium by recording of the Third Supplement to the Declaration on January 23, 1992. In compliance with disclosure requirements of the Wisconsin Condominium Law, this book is provided to each prospective purchaser of a Unit in Phase IV of PARKWAY VILLAGE CONDOMINIUM and contains the following documents and exhibits:

1. **DECLARATION.** The Declaration, recorded in 1974, established and described the condominium, the 64 units and the common areas constituting Phase I of PARKWAY VILLAGE CONDOMINIUM. The Declaration begins on page 4.

2. **FIRST SUPPLEMENT (ADDING PHASE II).** The Supplement recorded on October 24, 1979 annexed Phase II to the Condominium and added 60 additional condominium units to the 64 units created by the Declaration. The First Supplement begins on page 30.

3. **SECOND SUPPLEMENT (ADDING PHASE III).** The Second Supplement, recorded January 4, 1984, annexed Phase III to the Condominium and added 48 additional units to the Condominium. The Second Supplement begins on page 40.

4. **THIRD SUPPLEMENT (ADDING PHASE IV).** The Third Supplement, recorded January 23, 1992, annexed Phase IV to the Condominium and added 45 additional units to the Condominium, so that PARKWAY VILLAGE CONDOMINIUM now comprises a total of 217 condominium units. The Third Supplement begins on page 60.

5. **CONDOMINIUM PLAT (MAP AND FLOOR PLANS).** The Declarant has provided floor plans of the units being offered for sale and a map of the Condominium which shows the location of the unit you are considering and all facilities and common areas which are a part of the Condominium. The Condominium Plat for Phase IV, which amends prior Condominium Plats, begins on page 66.

6. **ARTICLES.** The operation of a condominium is governed by the Association, of which each unit owner is a member. Powers, duties, and operation of an Association are specified in its Articles. The Articles begin on page 72.

7. **BY-LAWS.** The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page 79.

8. **ANNUAL OPERATING BUDGET.** The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges, which are in addition to mortgage and utility payments. The budget begins on page 94.

9. **MANAGEMENT OR EMPLOYMENT CONTRACTS — NONE.** Certain services may be provided to a condominium through contracts with individuals or private firms. There are no such contracts to date involving PARKWAY VILLAGE CONDOMINIUM.

10. **LEASES — NONE.** Units in condominiums may be sold subject to one or more leases of property or facilities which are not a part of the condominium. There are no such leases to date involving PARKWAY VILLAGE CONDOMINIUM.

11. **EXPANSION PLANS.** The Declarant reserved the right in the Declaration to expand the Condominium. With the addition of Phase VI to PARKWAY VILLAGE CONDOMINIUM, the condominium expansion is complete. All Phases constitute one entire condominium project. PARKWAY VILLAGE CONDOMINIUM contains a total of 217 condominium units in all phases, and no further units will be added to the condominium by the Declarant.

CONDOMINIUM DECLARATION

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REGISTER'S OFFICE
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Walter R. Berezak
REGISTER OF DEEDS

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CONDOMINIUM DECLARATION

OF

CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS

FOR

PARKWAY VILLAGE CONDOMINIUM

This Declaration is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 15th day of May, 1974, by A. M. DESHUR & ASSOCIATES, INC., a Wisconsin Corporation, (hereinafter referred to as "Declarant").

1. Statement of Declaration.

The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership in the manner provided by the Act and by this Declaration.

Declarant hereby declares that it is the sole owner of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as "the property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

2. Legal Description And Easements.

2.1 Description of Land and Name. The following described real estate is subjected to the provisions of this Declaration:

5290

PHASE ONE Parcel I

That part of Parcel One of Certified Survey Map No. 1962, being part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at a point on the Easterly line of North Granville Road, said point being the Northwest corner of said Parcel I; thence North 89° 58' 47" East 304.88 ft. to a point; thence South 11° 32' 40" East 393.81 ft. to a point; thence South 65° 23' 00" West 187.20 ft. to a point; thence North 24° 37' 00" West 406.13 ft. to a point; thence Northwesterly 104.38 ft. along the arc of a curve whose center lies to the West whose radius is 5784.60 ft. and whose chord bears North 25° 08' 01" West 104.38 ft. to the point of beginning. The above described parcel contains 2.443 acres of land, more or less.

PHASE ONE Parcel Two

That part of Parcel I of Certified Survey Map No. 1962, being part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at the Southeast corner of said Parcel I; thence South 89° 52' 40" West 776.90 ft. to a point; thence North 00° 07' 20" West 247.51 ft. to a point; thence North 24° 37' 00" West 70.00 ft. to a point; thence North 89° 52' 40" East 227.00 ft. to a point; thence South 30° 49' 33" East 137.00 ft. to a point; thence North 59° 38' 13" East 178.00 ft. to a point; thence South 88° 30' 50" East 133.00 ft. to a point; thence North 01° 29' 10" East 22.00 ft. to a point; thence South 88° 30' 50" East 230.00 ft. to a point; thence South 01° 29' 10" West 294.98 ft. to the point of beginning. The above described parcel of land contains 5.090 acres of land, more or less.

The aforesaid real estate and all buildings and improvements thereon shall be known as PARKWAY VILLAGE CONDOMINIUM.

2.2 Reservation, Declaration and Creation of Easements. Declarant expressly declares, reserves and excepts easements from the land made subject to this Declaration for purposes of rights of way across the said land for the benefit of the land owned by Declarant to the North and East of the land subject hereto being adjacent to the land subject to this Declaration, said land being described as follows:

PHASE TWO

That part of Parcel I of Certified Survey Map No. 1962, being part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at the Southeast corner of said Parcel 1; thence North 01° 29' 10" East 294.98 ft. to the point of beginning of the lands to be described; thence North 28° 15' 36" East 554.00 ft. to a point; thence South 89° 35' 36" West 530.00 ft. to a point; thence North 02° 30' 00" West 145.00 ft. to a point; thence North 28° 40' 00" West 45.00 ft. to a point; thence South 89° 58' 47" West 212.00 ft. to a point; thence South 02° 00' 00" East 251.00 ft. to a point; thence South 45° 45' 39" West 334.44 ft. to a point; thence South 61° 00' 00" West 140.00 ft. to a point; thence South 24° 37' 00" East 112.00 ft. to a point; thence North 89° 52' 40" East 227.00 ft. to a point; thence South 30° 49' 33" East 137.00 ft. to a point; thence North 59° 38' 13" East 178.00 ft. to a point; thence South 88° 30' 50" East 133.00 ft. to a point; thence North 01° 29' 10" East 22.00 ft. to a point; thence South 88° 30' 50" East 230.00 ft. to the point of beginning. The above described parcel of land contains 10.2236 acres of land, more or less.

PHASE THREE

That part of Parcel I of Certified Survey Map No. 1962, being part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot

2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said Parcel 1; thence North 01° 29' 10" East 294.98 ft. to a point; thence North 28° 15' 36" East 554.00 ft. to the point of beginning of the land to be described; thence South 89° 35' 36" West 530.00 ft. to a point; thence North 02° 30' 00" West 145.00 ft. to a point; thence North 28° 40' 00" West 45.00 ft. to a point; thence South 89° 58' 47" West 212.00 ft. to a point; thence South 02° 00' 00" East 61.00 ft. to a point; thence South 88° 00' 00" West 73.35 ft. to a point; thence Southwesterly 117.54 ft. along the arc of a curve whose center lies to the South whose radius is 237.70 ft. and whose chord bears South 73° 50' 00" West 116.35 ft. to a point; thence South 59° 40' 00" West 66.46 ft. to a point; thence North 30° 00' 00" West 210.00 ft. to a point; thence North 54° 00' 00" West 122.00 ft. to a point; thence North 00° 01' 13" West 184.00 ft. to a point; thence North 89° 58' 47" East 1339.93 ft. to a point; thence South 09° 02' 36" East 308.67 ft. to a point; thence South 89° 52' 40" West 75.54 ft. to a point; thence South 28° 15' 36" West 208.99 ft. to the point of beginning. The above described parcel of land contains 9.2502 acres of land, more or less.

PHASE FOUR

That part of Parcel I of Certified Survey Map No. 1962, being a part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at the Northwesterly corner of Parcel 2 in said Certified Survey Map No. 1962; thence North 65° 23' 00" East 350.00 ft. to a point; thence South 24° 37' 00" East 154.49 ft. to a point; thence North 61° 00' 00" East 140.00 ft. to a point; thence North 45° 45' 39" East 334.44 ft. to a point; thence North 02° 00' 00" West 190.00 ft. to a point;

thence South 88° 00' 00" West 73.35 ft. to a point; thence Southwesterly 117.54 ft. along the arc of a curve whose center lies to the South whose radius is 237.70 ft. and whose chord bears South 73° 50' 00" West 116.35 ft. to a point; thence South 59° 40' 00" West 66.46 ft. to a point; thence North 30° 00' 00" West 210.00 ft. to a point; thence North 54° 00' 00" West 122.00 ft. to a point; thence North 00° 01' 13" West 184.00 ft. to a point; thence South 89° 58' 47" West 470.00 ft. to a point; thence South 04° 12' 06" East 137.09 ft. to a point; thence South 25° 02' 14" East 165.59 ft. to a point; thence North 89° 58' 47" East 137.00 ft. to a point; thence South 11° 32' 40" East 393.81 ft. to a point; thence South 65° 23' 00" West 187.20 ft. to a point; thence South 24° 37' 00" East 91.22 ft. to a point; thence Southeasterly 35.00 ft. along the arc of a curve, whose center lies to the West whose radius is 5784.60 ft. and whose chord bears South 24° 26' 36" East 35.00 ft. to the point of beginning. The above described parcel of land contains 9.7502 acres of land, more or less.

This reservation of easements is for purposes of providing rights of way for vehicular and pedestrian traffic, and for construction purposes with reference to construction of annexations to PARKWAY VILLAGE CONDOMINIUM, if any, and ingress and egress over and upon the land subject to this Declaration, and over and upon all portions of the said land subject to this Declaration now or hereafter planned or used for road or walkway purposes. The utilization of such easements shall be for the benefit of the aforesaid adjacent land owned by Declarant, its successors and assigns, whether or not said adjacent land is ultimately developed as a part of this condominium project, as provided hereinafter. Each unit owner, by acceptance of any deed to any unit hereunder, shall be deemed to grant to the Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to execute and record all documents and legal instruments necessary to carry out the provisions and intent of this paragraph. The easements here reserved shall be continuing covenants running with the land subject hereto, and shall become effective upon the first conveyance of a unit hereunder.

3. Description and Location of Buildings. There shall be eight (8) main buildings on the real estate described in Section 2 above, which buildings shall contain a total

of sixty-four (64) units. Four (4) of the said buildings shall contain ten (10) units each, and four (4) of the said buildings shall contain six (6) units each. Said buildings shall vary between one (1) and two (2) stories in height, shall have basements, and shall be constructed principally as wood frame buildings with a combination of masonite siding and brick veneer on the exterior, with roofs covered with asphalt roofing shingles. Complete construction details are contained in the working plans and drawings available for inspection at the office of Declarant. The buildings are to be located on the real estate as indicated in the survey marked Exhibit A attached hereto and made a part of this Declaration. The buildings and units are more fully described in the building and floor plans attached hereto as Exhibit B and made a part hereof. Declarant reserves the right to change the layout, dimensions and construction details of the buildings, units and common areas shown on Exhibits A and B which are not yet fully constructed, provided that such changes shall not substantially alter the nature and quality of the buildings and units; Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the layout, location, unit numbers and dimensions of the buildings and units as finally located and erected.

4. Identification of Units.

A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit B, together with all fixtures and improvements therein contained, and the air conditioning condensor unit serving the unit.

The units are designated by building and by identifying numbers; the various types of units and their respective designations, locations and post office addresses are all as set forth on Exhibit B attached hereto. The approximate area of each unit, number of rooms, immediate common areas to which the units have access and further details identifying and describing the units are as set forth in Exhibits A and B attached hereto.

5. Common Areas and Facilities.

The common areas and facilities shall consist of all of PARKWAY VILLAGE CONDOMINIUM, improvements and appurtenances, except the individual units, as the same are defined

hereunder, and shall include, without limitation, the land on which the buildings are located; bearing walls; floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of a unit); roofs; foundations; pipes; ducts; electrical wiring and conduits; centralized utility services; public utility lines; water and sewer laterals; outside walls; girders, beams and supports; and the walks, driveways, outdoor parking areas, recreational areas, and landscaping.

Each unit owner shall have a valid, exclusive easement to the space between the interior and exterior walls for purposes of adding additional utility outlets, wall hangings, erection of non-bearing partition walls, and the like, where space between the walls may be necessary for such uses, provided that the unit owner shall do nothing to impair the structural integrity of the buildings or the soundproofing of common walls between the units, and provided further that the common areas and facilities be restored to their former condition by the unit owner at his sole expense upon completion or termination of the use requiring the easement. Easements are hereby granted and declared for the benefit of the unit owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common areas or units.

6. Limited Common Areas.

6.1 Description. A portion of the common areas and facilities are designated as "limited common areas," as shown on Exhibit B. Such limited common areas consist of all patios, individual unit utility service areas, indoor parking facilities, and such other limited common areas as are identified on Exhibit B. Such limited common areas shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant.

6.2 Parking. One (1) indoor parking space, constituting limited common area, shall be assigned and designated for the exclusive use of each unit, as shown on Exhibit B.

6.3 Use. The manner of use of the limited common areas shall be governed by the By-Laws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no unit owner shall decorate, landscape or adorn any limited common area, or permit such, in any manner contrary to such By-Laws and rules and regulations.

7. Percentage of Ownership In Common Areas and Facilities and Limited Common Areas.

Each unit owner shall own an undivided interest in the common areas and facilities and limited common areas as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common areas and facilities and limited common areas for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit.

The percentage of such undivided interest in the common areas and facilities and limited common areas relating to each unit and its owner for all purposes, including proportionate payment of common expenses and voting as a member of the Association of Unit Owners, shall be determined by dividing the number one (1) by the number sixty-four (64). The percentage of such ownership of the common areas and facilities and limited common areas shall be subject to adjustment in the event of annexation to the condominium, in the manner provided in Section 22 herein.

8. Residential Purpose.

All buildings and the units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and the By-Laws of the Association.

9. Association of Unit Owners.

9.1 Duties and Obligations. All unit owners shall be entitled and required to be a member of an association of unit owners to be known as the Parkway Village Condominium Association (herein "Association") which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the common areas and facilities and limited common areas. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-Laws and rules and regulations of the Association.

9.2 Voting Rights. The Association shall have two classes of voting membership as follows:

1. Class A -- Class A members shall be all unit owners, with the initial exception of the Declarant, and shall have one vote for each unit owned;

2. Class B -- Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership.

The Declarant shall be entitled to reinstatement as a Class B member of the Association at the time of each annexation to the condominium as provided in section 22 herein. In such event, Declarant shall be entitled to all of the rights and privileges of Class B membership, including three (3) votes for each unit owned by it. Each such reinstatement of Class B membership shall terminate when the total votes outstanding in Class A membership again equal or exceed the total votes outstanding in Class B membership.

The respective rights and qualifications of the two classes of members shall be as set forth in the By-Laws of the Association.

9.3 Rights of Declarant. Notwithstanding any other provisions herein contained, Declarant, its successors and assigns, shall have the right at its option to appoint the members of the Board of Directors of the Association and to amend the By-Laws or rules and regulations of the Association, until such time as all annexations provided for in section 22 herein have been completed by Declarant, or until December 31, 1985, whichever first occurs. Each owner of a condominium unit in Parkway Village shall be deemed by acceptance of any deed to any unit to agree, approve, and consent to the right of Declarant to so control the Association of Unit Owners.

9.4 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium. The Association may contract for lighting, heating, water, trash collection, sewer service and such other common services as may be required to each unit.

10. Repairs and Maintenance.

(Amended 8-9-82)

10.1 Common Areas and Facilities. The Association shall be responsible for the management and control of the common areas and facilities and shall cause the same to be kept in good, clean, attractive, and sanitary condition, order, and repair. Without in any way limiting the foregoing, this shall include all painting, repairing, and decorating of exteriors, maintenance and repair of walks, drives and access

maintenance and repair of walks, drives and access routes, and maintenance and repair of all landscaping and recreational areas.

10.2 Individual Units and Limited Common Areas. Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, water heaters, furnaces, doors and windows (including replacement of broken glass), lighting fixtures, refrigerators, air-conditioning equipment, dishwashers, disposals, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the unit. Each unit owner shall keep the limited common areas appurtenant to his unit, as defined in Section 6 hereof and as described in Exhibit B, in a good, clean, sanitary and attractive condition.

10.3 Prohibition Against Structural Changes by Owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common areas and facilities. A unit owner shall not perform, or allow to be performed, any act or work which will impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

10.4 Entry For Repairs. The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

11. Unit Owner's Rights with Respect to Interiors.

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors

and doors forming the boundaries of his unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

12. Right of First Refusal on Conveyance or Other Disposition.

No unit owner or lessee shall at any time sell, convey, contract to sell, lease or devise his unit, whether by operation of law or otherwise, without first complying with the provisions hereinafter contained in this paragraph. No such sale, conveyance, contract of sale, devise, gift, lease, sublease, or alienation of any other kind shall be made unless the Association is given no less than fifteen (15) days prior written notice of the terms thereof, together with the name and address of the proposed purchaser, vendee, donee, devisee, lessee, or alienee.

The Association, acting through its Board of Directors, shall at all times have the first right and option to purchase or lease such unit upon the same terms as those upon which it is offered, which option shall be exercisable for a period of fifteen (15) days following the date of receipt of notice. If the option is not exercised by the Association within fifteen (15) days, the owner or lessee may, at the expiration of said fifteen (15) day period and at any time within thirty (30) days after the expiration of said period, sell or lease such unit to the proposed purchaser or lessee named in such notice upon the terms specified therein.

In the event that the unit owner shall desire to dispose of his unit by gift or devise to other than his lawful spouse or his heirs at law under the laws of the State of Wisconsin, said unit owner or his personal representative shall give the Association written notice thereof no less than thirty (30) days prior to the time of proposed transfer, which shall include the name and address of the proposed donee or devisee. The Association shall have the right and option to purchase such unit at the fair market value at the time of transfer, to be determined by a panel of three (3) qualified appraisers, one of which shall be selected by the unit owner or his legal representative, one by the Association, and the third by the two so selected, provided that the Association shall notify the unit owner or his personal representative of its intent to exercise such right and option within thirty (30) days after the receipt of notice from the unit owner or his personal representative as provided herein.

The Association may bid upon and purchase any unit which becomes the subject of a foreclosure action or tax sale, or is involved in an action in bankruptcy, or which becomes available for purchase for any reason whatsoever, whether by operation of law or otherwise.

The Board of Directors of the Association shall not exercise any of the options herein set forth to purchase or lease any unit without the prior consent of unit owners holding at least seventy-five percent (75%) of the votes entitled to be cast at any meeting duly called to consider such action. However, if the Board of Directors determines not to exercise such an option, no membership vote shall be required.

Unit ownership or interests therein acquired pursuant to the terms of this paragraph shall be held of record in the name of the Association, or such nominee as it shall designate, for the benefit of all of the owners. Said unit ownership or interests therein shall be sold or leased by the Association for the benefit of the owners. All proceeds of such sale or leasing after repayment of borrowed funds and special assessments levied for such purposes shall be deposited in such funds as the Association may establish and may thereafter be disbursed at such time and in such manner as the Association shall determine.

13. Right of Declarant To Dispose of Units.

The provisions of Section 12 shall not be applicable to or binding upon the Declarant until subsequent to the initial sale of all units in Parkway Village Condominium and annexations. Declarant shall have the right to sell or otherwise dispose of units by deed, land contract or other form of installment sale, or by such other means of conveyance as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any unit as the result of the default of a purchaser under a land contract, installment sale, or mortgage, Declarant shall be free to dispose of any such unit by any means whatsoever, free of any restrictions set forth in Section 12 above. Nothing herein contained shall in any way restrict Declarant's right to lease units not sold or otherwise disposed of.

14. Destruction and Reconstruction.

In the event of a partial or total destruction of a building or buildings, they shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction, by affirmative

vote of at least ninety percent (90%) of the total number of members of the Association entitled to vote, it is determined not to rebuild or repair. In such event, the provisions of Section 703.26 of the Wisconsin Statutes shall be applicable.

On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided in Section 15 hereof. The Association shall have the right to levy assessments in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

15. Insurance.

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of the full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interests may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 14 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof. If it is determined not to

reconstruct or repair, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided by the Act.

If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the amount of insurance which he directs the Board of Directors to include in such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his own expense, to provide any additional insurance coverage on his improvements which will not duplicate any insurance provided by the Association of Unit Owners.

The Board of Directors shall also provide public liability insurance covering the common areas and facilities and the limited common areas in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

16. Liability For Common Expenses.

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common areas and facilities and limited common areas, and common services provided to the unit owners, including municipal water service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves, for such common expenses in accordance with the percentage of the undivided interest in the common and limited common areas and facilities relating to each unit, in the manner provided in the By-Laws of the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common areas and facilities or by the abandonment of his unit; and no conveyance shall relieve the unit owner-grantor or his unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of sale, until all expenses charged to his unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act, without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to units.

17. Partition of Common Elements Prohibited.

There shall be no partition of the common areas and facilities and limited common areas through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single unit as between such co-owners. No unit may be subdivided.

18. Conveyance to Include Interests In Common Areas and Facilities and Limited Common Areas.

The percentage of the undivided interest in the common and limited common areas and facilities shall not be separated from the unit to which it appertains. No unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such unit ownership without including therein both his interest in the unit and his corresponding percentage of ownership in the common and limited common areas and facilities, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

19. Easements, Reservations and Encroachments.

19.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common areas and facilities, to service the condominium property or any annexation thereto.

19.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any building, or the design or construction of any unit, any part of the common areas and facilities, or limited common areas, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities, or limited common areas, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners of the common areas or facilities, or limited common areas, if such encroachment occurred due to the willful conduct of said owner or owners.

19.3 Binding Effect. All easements and rights described in this Section 19 are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 19.

20. Failure of Association to Insist on Strict Performance Not Waiver.

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

21. Amendments to Declaration.

Except as otherwise provided by the Act with respect to the percentage of interest in the common areas and termination of the condominium form of ownership, and except as provided in section 22 herein, this Declaration may be amended by an affirmative vote of not less than three-fourths (3/4) of all votes entitled to be cast by members of the Association following the initial sale of all sixty-four (64) units by Declarant. Prior to such time the consent in writing of the Declarant, its successors and assigns, shall also be required. No amendment shall alter or abrogate the rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Milwaukee County, and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association.

22. Annexations to PARKWAY VILLAGE CONDOMINIUM.

22.1 Right to Annex. Declarant hereby reserves the right unto itself, its successors and assigns, in its or their sole discretion, to amend and supplement this Declaration at any time prior to December 31, 1985, to annex and include as property subject hereto and submitted to the condominium form of ownership hereunder, all or any part of the following described real estate, in any sequence whatsoever:

PHASE TWO

That part of Parcel I of Certified Survey Map No. 1962, being part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at the Southeast corner of said Parcel 1; thence North 01° 29' 10" East 294.98 ft. to the point of beginning of the lands to be described; thence North 28° 15' 36" East 554.00 ft. to a point; thence South 89° 35' 36" West 530.00 ft. to a point; thence North 02° 30' 00" West 145.00 ft. to a point; thence North 28° 40' 00" West 45.00 ft. to a point; thence South 89° 58' 47" West 212.00 ft. to a point; thence South 02° 00' 00" East 251.00 ft. to a point; thence South 45° 45' 39" West 334.44 ft. to a point; thence South 61° 00' 00" West 140.00 ft. to a point; thence South 24° 37' 00"

East 112.00 ft. to a point; thence North 89° 52' 40" East 227.00 ft. to a point; thence South 30° 49' 33" East 137.00 ft. to a point; thence North 59° 38' 13" East 178.00 ft. to a point; thence South 88° 30' 50" East 133.00 ft. to a point; thence North 01° 29' 10" East 22.00 ft. to a point; thence South 88° 30' 50" East 230.00 ft. to the point of beginning. The above described parcel of land contains 10.2236 acres of land, more or less.

PHASE THREE

That part of Parcel I of Certified Survey Map No. 1962, being part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said Parcel I; thence North 01° 29' 10" East 294.98 ft. to a point; thence North 28° 15' 36" East 554.00 ft. to the point of beginning of the land to be described; thence South 89° 35' 36" West 530.00 ft. to a point; thence North 02° 30" 00" West 145.00 ft. to a point; thence North 28° 40' 00" West 45.00 ft. to a point; thence South 89° 58' 47" West 212.00 ft. to a point; thence South 02° 00' 00" East 61.00 ft. to a point; thence South 88° 00' 00" West 73.35 ft. to a point; thence Southwesterly 117.54 ft. along the arc of a curve whose center lies to the South whose radius is 237.70 ft. and whose chord bears South 73° 50' 00" West 116.35 ft. to a point; thence South 59° 40' 00" West 66.46 ft. to a point; thence North 30° 00' 00" West 210.00 ft. to a point; thence North 54° 00' 00" West 122.00 ft. to a point; thence North 00° 01' 13" West 184.00 ft. to a point; thence North 89° 58' 47" East 1339.93 ft. to a point; thence South 09° 02' 36" East 308.67 ft. to a point; thence South 89° 52' 40" West 75.54 ft. to a point; thence South 28° 15' 36" West 208.99 ft. to the point of beginning. The above described parcel of land contains 9.2502 acres of land, more or less.

PHASE FOUR

That part of Parcel I of Certified Survey Map No. 1962, being a part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the

SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at the Northwesterly corner of Parcel 2 in said Certified Survey Map No. 1962; thence North 65° 23' 00" East 350.00 ft. to a point; thence South 24° 37' 00" East 154.49 ft. to a point; thence North 61° 00' 00" East 140.00 ft. to a point; thence North 45° 45' 39" East 334.44 ft. to a point; thence North 02° 00' 00" West 190.00 ft. to a point; thence South 88° 00' 00" West 73.35 ft. to a point; thence Southwesterly 117.54 ft. along the arc of a curve whose center lies to the South whose radius is 237.70 ft. and whose chord bears South 73° 50' 00" West 116.35 ft. to a point; thence South 59° 40' 00" West 66.46 ft. to a point; thence North 30° 00' 00" West 210.00 ft. to a point; thence North 54° 00' 00" West 122.00 ft. to a point; thence North 00° 01' 13" West 184.00 ft. to a point; thence South 89° 58' 47" West 470.00 ft. to a point; thence South 04° 12' 06" East 137.09 ft. to a point; thence South 25° 02' 14" East 165.59 ft. to a point; thence North 89° 58' 47" East 137.00 ft. to a point; thence South 11° 32' 40" East 393.81 ft. to a point; thence South 65° 23' 00" West 187.20 ft. to a point; thence South 24° 37' 00" East 91.22 ft. to a point; thence Southeasterly 35.00 ft. along the arc of a curve, whose center lies to the West whose radius is 5784.60 ft. and whose chord bears South 24° 26' 36" East 35.00 ft. to the point of beginning. The above described parcel of land contains 9.7502 acres of land, more or less.

In the event of such annexation, Declarant or its successors or assigns shall be entitled to construct on the property described above, and to annex to PARKWAY VILLAGE CONDOMINIUM and submit to the condominium form of ownership hereunder, a maximum of two hundred thirty-six (236) additional condominium units, or any lesser number, and such recreational areas and related facilities as Declarant, its successors and assigns, may deem appropriate, all of which, if constructed, shall be of generally comparable design, construction, quality and appearance as the original sixty-four (64) units constructed and submitted to the condominium form of ownership hereunder. All units, unit owners and occupants, and the common and limited common areas and facilities of the said property, if and when the said property or a portion thereof is so annexed, shall

be in all respects subject to the provisions, restrictions, covenants, terms and conditions of the Act, this Declaration, and the Articles and By-Laws of the Association, and such restrictions, rules and regulations as may be promulgated thereunder.

22.2 Adjustment to Percentage Ownership in Common Areas. Upon the effectiveness of such annexation, or any one in a series of annexations, the percentage of the undivided interest in the common areas and facilities and limited common areas relating to each unit and its owner for all purposes, including ownership, voting as a member of the Association, and the proportionate share of common expenses to be paid by each unit, shall be adjusted in accordance with the total number of units then subject to this Declaration, and such percentage shall be determined by dividing the number one (1) by the total number of condominium units then subject to this Declaration, including those in any annexation.

22.3 Supplements to Declaration. Any such annexation, or series of annexations, shall be accomplished by Declarant through the filing and recording of a Supplement to this Declaration in the office of the Register of Deeds for Milwaukee County, at any time prior to December 31, 1985; such Supplement or Supplements shall be effective as of the time of recording. Such Supplement or Supplements shall not be deemed to be an Amendment within the meaning of Section 21 herein, and such Supplement or Supplements need not be signed by any person or entity other than the Declarant herein, its successors or assigns. A copy of any Supplement or Supplements shall be mailed or personally delivered to each unit owner at his address on file with the Association.

22.4 Consent of Unit Owners and Power of Attorney. Each owner of a condominium unit in PARKWAY VILLAGE CONDOMINIUM shall be deemed by acceptance of any deed to any unit to agree, approve and consent to the aforesaid annexation or series of annexations, or any part thereof, and the aforesaid adjustment in and to the percentage of the undivided interest in the common and limited common areas and facilities appertaining to each unit and its owner, and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in the stead of such unit owner with respect to the aforesaid annexation(s) and the filing and recording of a Supplement or Supplements to this Declaration with respect thereto in conformance with this Section 22. However, nothing contained in this Section 22 shall

be deemed to place any obligation whatsoever on the Declarant, its successors or assigns, with respect to accomplishment of any annexation of the aforesaid property, or construction of any condominium units thereon, nor shall anything contained herein be deemed to grant or create a right in unit owners under this Declaration with respect to such annexation or construction of units.

23. Notices.

All notices and other documents required to be given by this Declaration or the ByLaws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. Notices and other documents to be served upon Declarant shall be given to the Agent specified for receipt of process herein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

24. Service of Process.

The person to receive service of process shall be JAMES E. DESHUR, 7600 W. Hampton Ave., Milwaukee, Wisconsin 53218, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Milwaukee County.

25. Number and Gender.

Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

26. Captions.

The captions and section headings herein are inserted only as matters of convenience and for reference, and in no way define nor limit the scope or intent of the various provisions hereof.

27. Severability.

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or

unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

IN WITNESS WHEREOF, the said A. M. DESHUR & ASSOCIATES, INC., Declarant, has caused this document to be executed by its President and Secretary, at Milwaukee, Wisconsin, this 15th day of May, 1974.

CORPORATE SEAL

A. M. DESHUR & ASSOCIATES, INC.

Attest:

By
Albert M. Deshur, President

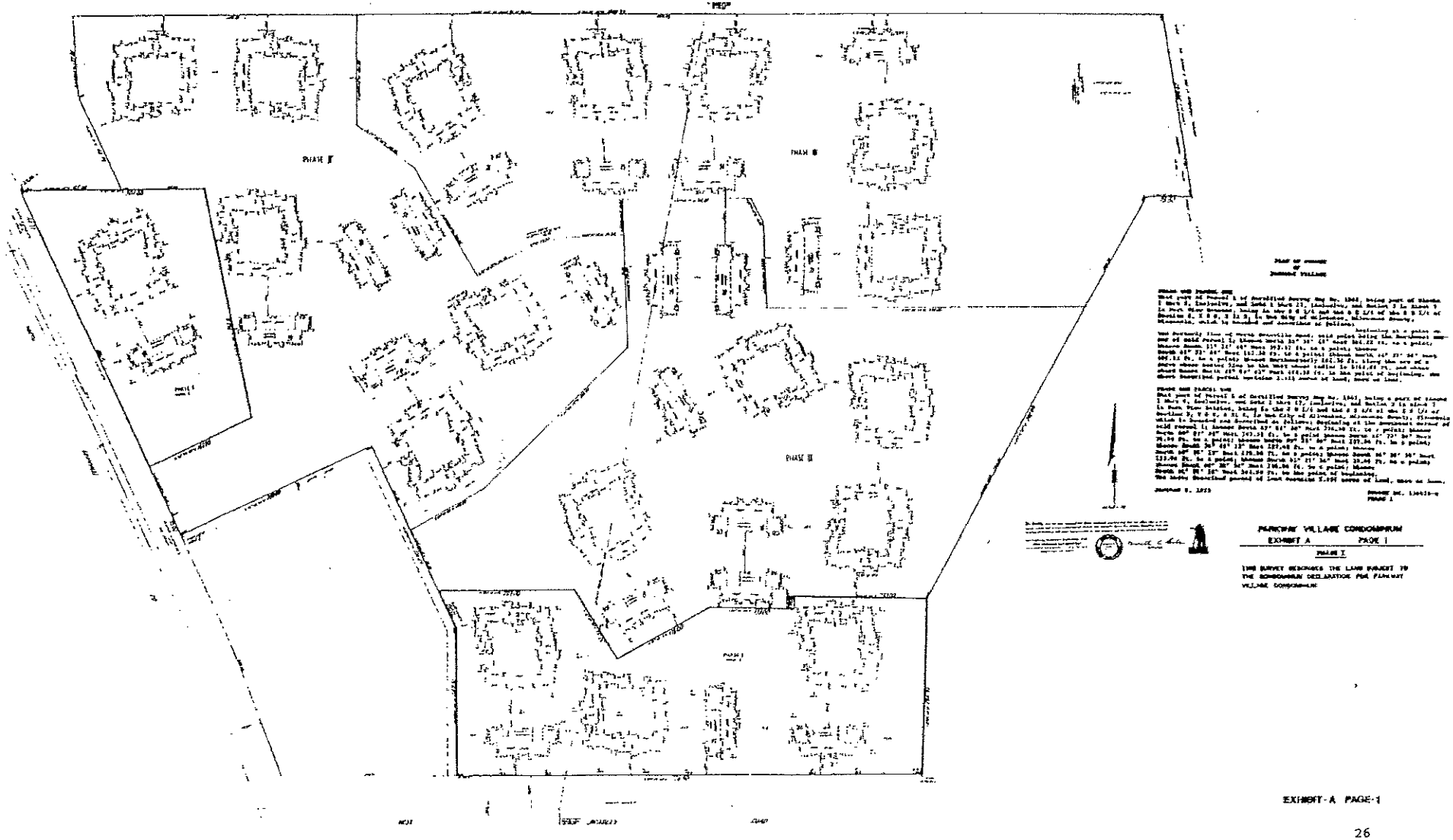
Perry I. Dinkin, Secretary

AUTHENTICATION

Signatures of Albert M. Deshur and Perry I. Dinkin authenticated this 15 day of May, 1974.

David L. Petersen
Title: Member, State Bar of Wisconsin

This instrument was drafted by David L. Petersen, Quarles & Brady, 780 North Water Street, Milwaukee, Wisconsin 53202.



PARKVIEW VILLAGE CONDOMINIUM
EXHIBIT A PAGE 1
PHASE I

THIS SURVEY DESCRIBES THE LAND SUBJECT TO THE CONDOMINIUM DECLARATION FOR PARKVIEW VILLAGE CONDOMINIUM

EXHIBIT-A PAGE-1

26

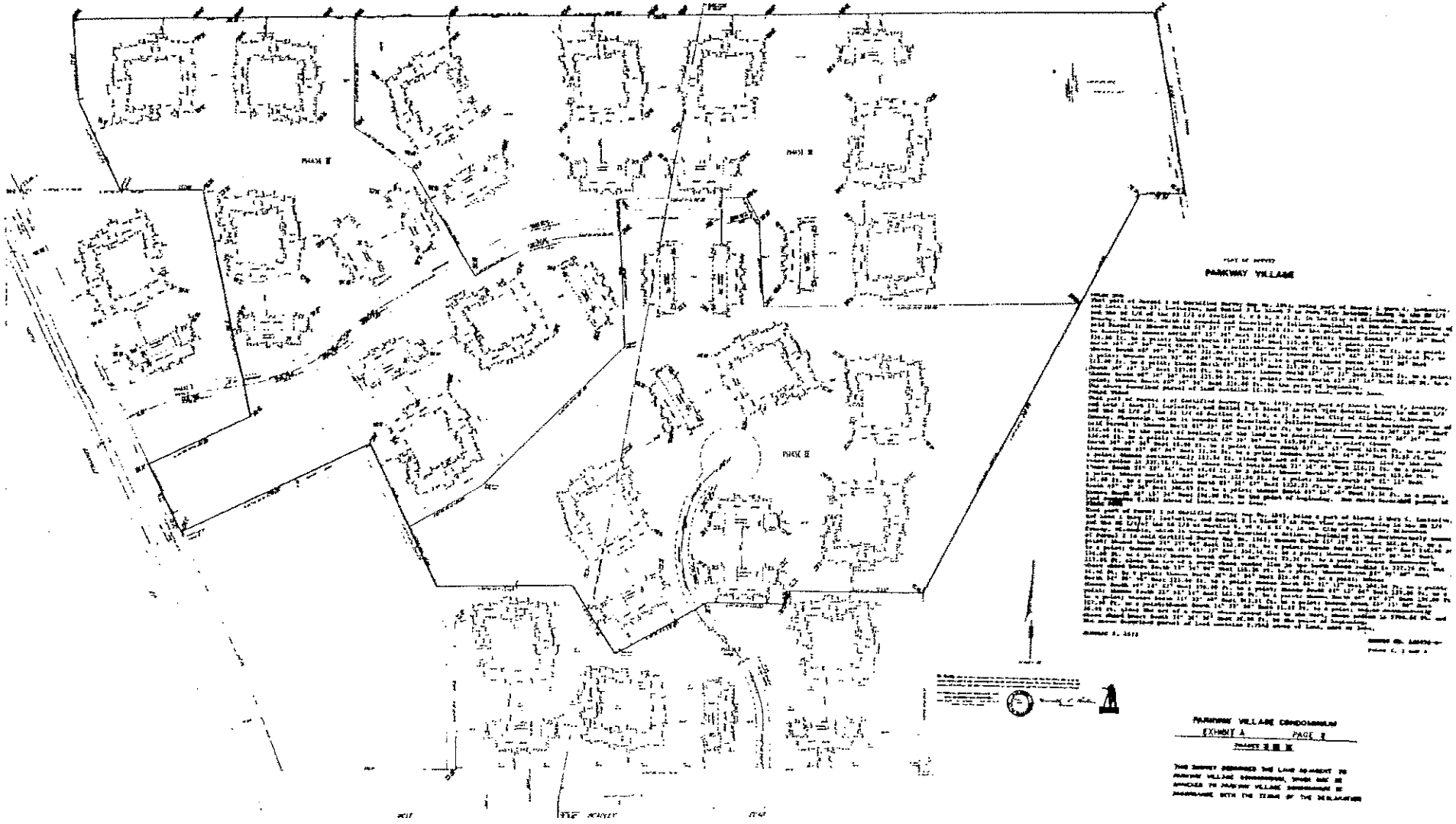
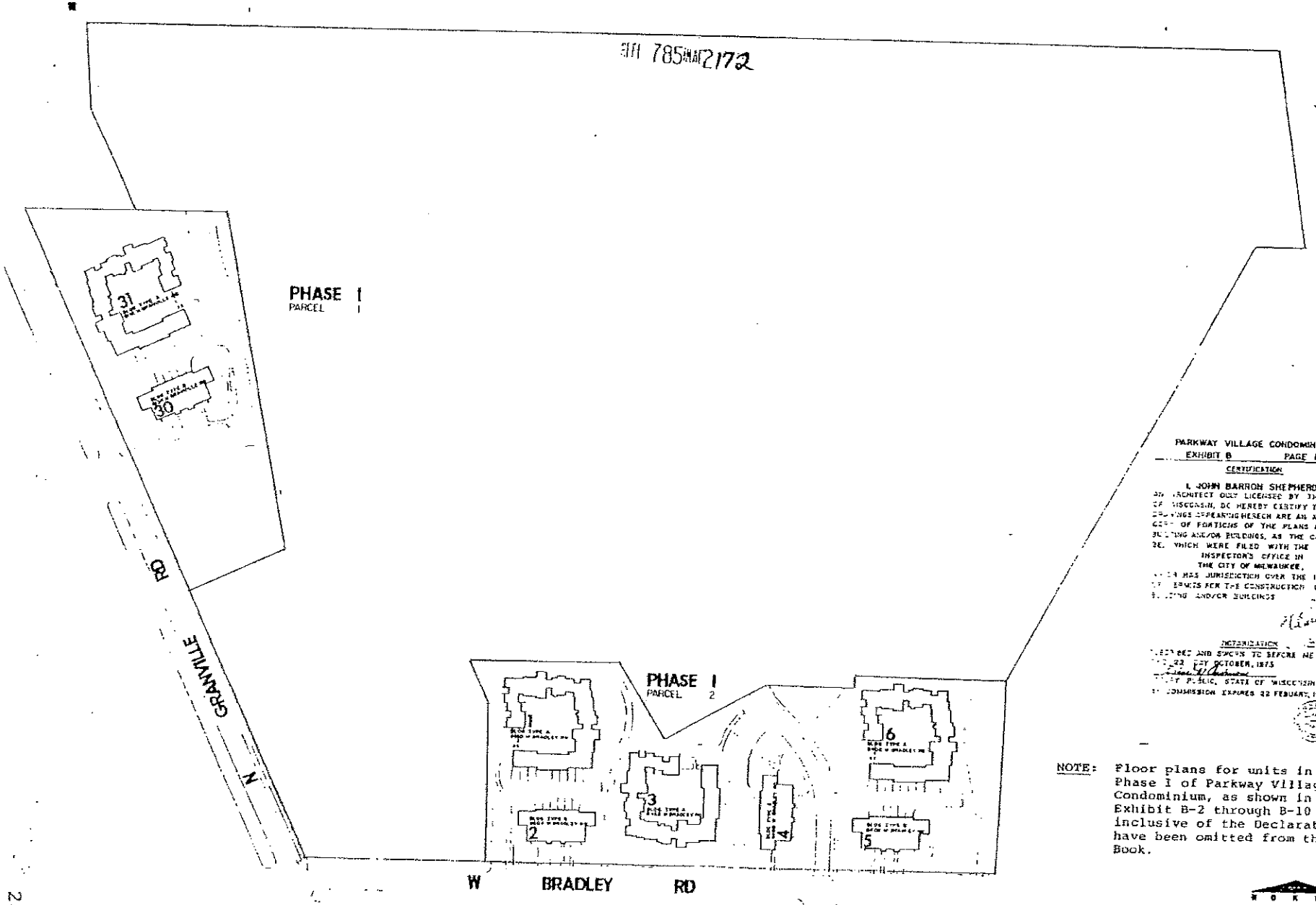


EXHIBIT-A PAGE-2

27

REC 785 PAGE 2172



PARKWAY VILLAGE CONDOMINIUM
EXHIBIT B PAGE 1

CERTIFICATION

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

[illegible]

NOTARIZATION

SUBSCRIBED AND SWORN TO BEFORE ME THIS 23 DAY OCTOBER, 1975

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

NOTE: Floor plans for units in Phase I of Parkway Village Condominium, as shown in Exhibit B-2 through B-10 inclusive of the Declaration have been omitted from this Book.

NORTH

28 SITE PLAN

AMENDMENT

TO

CONDOMINIUM DECLARATION

OF

PARKWAY VILLAGE CONDOMINIUM

5363639
REGISTER'S OFFICE
Milwaukee County, Wis. } ss
RECORDED AT 10 50 AM
NOV - 7 1979 1552 to
REEL 1257 IMAGE 1554 incl.
REGISTER OF DEEDS

THIS AMENDMENT is made this 6 day of NOVEMBER, 1979 by Deshur-Dinkin & Associates, Inc., formerly A. M. Deshur & Associates, Inc., a Wisconsin Corporation (hereinafter "Declarant") pursuant to the Condominium Declaration for PARKWAY VILLAGE CONDOMINIUM, recorded on May 17, 1974 in the office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 785 Images 2138 to 2181 inclusive, as Document No. 4841378, and Supplement to the Condominium Declaration recorded on October 24, 1979 in the office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 1253, Images 944 to 960 inclusive, as Document No. 5359175, (the "Declaration").

THE PURPOSE of this Amendment is to revise designations of units in Phase II of PARKWAY VILLAGE CONDOMINIUM as shown and contained on Page 5 of the Condominium Plat for PARKWAY VILLAGE CONDOMINIUM. Said Page 5 of the Condominium Plat was recorded on October 24, 1979 in the office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 1253, Image 952, as a part of Document No. 5359175.

BY THIS AMENDMENT, said Page 5 only of the Condominium Plat for PARKWAY VILLAGE CONDOMINIUM is hereby replaced and superseded in its entirety by Exhibit A attached hereto, entitled "Unit Numbers, Street Addresses and Building Types."

In all other respects, the Declaration as supplemented is unchanged and unaffected by this Amendment and remains in full force and effect.

The effective date of this Amendment shall be the date it is recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

IN WITNESS WHEREOF, this Amendment has been executed by duly authorized officers of Deshur-Dinkin & Associates, Inc., as of the date first set forth above. DOC # RECORD STATE 10.50

(CORPORATE SEAL)

DESHUR-DINKIN & ASSOCIATES, INC.

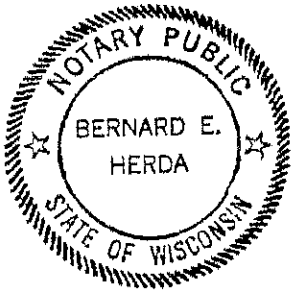
Attest: _____ By: _____

Secretary President

10 50

STATE OF WISCONSIN)
: SS.
MILWAUKEE COUNTY)

Personally came before me this 6th day of November, 1979, Perry I. Dinkin, President and James E. Deshur, Secretary of the above named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ President and _____ Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.



Bernard E. Herda
Bernard E. Herda
Notary Public, Milwaukee County, Wisconsin.
My Commission: expires March 27, 1983

This instrument drafted by:

David L. Petersen
QUARLES & BRADY
780 North Water Street
Milwaukee, Wisconsin 53202

PARKWAY VILLAGE CONDOMINIUM

PHASE II

SUPPLEMENT
TO
CONDOMINIUM DECLARATION

TABLE OF CONTENTS

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1.	Statement of Declaration	1
2.	Legal Description	1
3.	Effect of Annexation	2
4.	Effective Date	2

Exhibit A - Site Map and Survey

Exhibit B - Floor Plans

City of Milwaukee Resolution

5359175
REGISTER'S OFFICE
Milwaukee County, WI } SS
RECORDED AT 10 05 AM
OCT 24 1979
REEL 1253 IMAGE 944 to 960 incl
REGISTER OF DEEDS

REEL 1253 IMAGE 944

SUPPLEMENT

TO

CONDOMINIUM DECLARATION

OF

PARKWAY VILLAGE CONDOMINIUM

~~87275~~

THIS SUPPLEMENT is made this 15 day of October 1979 by Deshur-Dinkin & Associates, Inc., formerly A. M. Deshur & Associates, Inc., a Wisconsin Corporation (hereinafter "Declarant") pursuant to the Condominium Declaration for PARKWAY VILLAGE CONDOMINIUM, recorded on May 17, 1974 in the office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 785 Images 2138 to 2181 inclusive as Document No. 4841378, as amended (the "Declaration").

DOC # 5359175 L
RECORD 31.00

1. **Statement of Declaration.**

The purpose of this Supplement is to annex and submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of PARKWAY VILLAGE CONDOMINIUM in the manner provided by the Declaration.

F CASH F 31.00

Declarant hereby declares that it is the owner of the real property described in Section 2 hereof and shown on pages 1 and 2 of the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of PARKWAY VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for PARKWAY VILLAGE CONDOMINIUM. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

#57758 C001 R01 T10:02

2. **Legal Description.**

FILED
9:15-6
OCT 24 1979
FRANCIS X. McCORMACK
CLERK OF COURTS

The real estate described hereinafter and described as Phase II in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to PARKWAY VILLAGE CONDOMINIUM and are subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed on the property are more fully described in the building and floor plans attached

OCT 24 79

31.00

hereto as a part of the Condominium Plat, depicting the layout, locations, unit numbers, and approximate dimensions of the buildings and units. The real estate subjected to the provisions of the Declaration hereby is described as follows:

Phase II Parcel 1

A part of Parcel 1 of CERTIFIED SURVEY MAP NO. 1962, being a part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17 inclusive, and Outlot 2 in Block 7 in PARKVIEW ESTATES, being a Subdivision of a part of the SW 1/4 and the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows: Commencing at the Southeast corner of said Parcel 1 of CERTIFIED SURVEY MAP NO. 1962; thence North 01° 29' 10" East 294.98 ft. to the point of beginning of the land to be described; thence North 28° 15' 36" East 762.98 ft.; thence North 89° 52' 40" East 75.54 ft.; thence North 09° 02' 36" West 308.67 ft.; thence South 89° 58' 47" West 428.93 ft.; thence South 02° 04' 53" East 212.83 ft.; thence South 41° 22' 00" West 53.00 ft.; thence South 56° 00' 00" West 192.00 ft.; thence South 38° 46' 00" West 462.00 ft.; thence South 06° 47' 00" East 338.00 ft.; thence North 59° 38' 13" East 131.00 ft.; thence South 88° 30' 50" 133.00 ft.; thence North 01° 29' 10" East 22.00 ft.; thence South 88° 30' 50" East 230.00 ft. to the point of beginning.

Phase II Parcel 2

A part of Parcel 1 of CERTIFIED SURVEY MAP NO. 1962, being a part of Blocks 1 thru 6, inclusive and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in PARK VIEW ESTATES, being a Subdivision of a part of the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said Parcel 1 of CERTIFIED SURVEY MAP NO. 1962; running thence South 89° 52' 40" West 776.90 ft. to a point; thence North 00° 07' 20" West 247.51 ft. to a point; thence North 24° 37' 00" West 70.00 ft. to the point of beginning of the land herein to be described; continuing thence North 24° 37' 00" West 266.49 ft. to a point; thence South 65° 23' 00" West 350.00 ft. to a point; thence Northwesterly 35.00 ft. along the arc of a curve whose center is to the Southwest whose radius is 5784.60 ft. and whose chord bears North 24° 26' 36" West 35.00 ft. to a point; thence North 24° 37' 00" West 91.22 ft. to a point; thence North 65° 23' 00" East 25.00 ft. to a point; thence South 24° 37' 00" East 91.22 ft. to a point; thence Southeasterly 10.00 ft. along the arc of a curve whose center lies to the Southwest whose radius is 5809.60 ft. and whose chord bears South 24° 34' 02.5" East 10.00 ft. to a point; thence North 65° 23' 00" East 349.90 ft. to a point; thence South 24° 37' 00" East 302.88 ft. to a point; thence South 89° 52' 40" West 27.47 ft. to the point of beginning.

3. **Effect of Annexation.**

By this Supplement to the Declaration, Forty-four (44) buildings containing or to contain sixty (60) condominium units are annexed and added to PARKWAY VILLAGE CONDOMINIUM, and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles of Association and By-Laws of Parkway Village Condominium Association, and such restrictions, rules and regulations as may be promulgated thereunder, shall be applicable to the property and units hereby annexed to the condominium.

By reason of this Supplement and the annexation of the said Sixty (60) additional residential units to PARKWAY VILLAGE CONDOMINIUM, as of the effective date hereof, the original Declaration is supplemented in the following respects only:

3.1 *Number of Units.* There are or are to be a total of Fifty-two (52) main residential buildings in PARKWAY VILLAGE CONDOMINIUM, comprising a total of One hundred twenty-four (124) residential units.

3.2 *Percentage Interest.* The percentage of the undivided ownership interest in the common areas and facilities and limited common areas appurtenant to each unit and its owner shall be .806%, determined by dividing the number one (1) by the number one hundred twenty-four (124).

4. **Effective Date.**

The effective date of this Supplement shall be the date it is recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

IN WITNESS WHEREOF, this Supplement has been executed by duly authorized officers of Deshur-Dinkin & Associates, Inc., as of the date first set forth above.

(CORPORATE SEAL)

DESHUR-DINKIN & ASSOCIATES, INC.

Attest: James E. Deshur Secretary

By: Perry I. Dinkin President

NOTARIZATION

Personally came before me this 15th day of October, 1979 Perry I. Dinkin, President, and James E. Deshur, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ President and _____ Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

NOTARY PUBLIC
BERNARD E. HERDA
STATE OF WISCONSIN

Bernard E. Herda

Bernard E. Herda
Notary Public, Milwaukee County, WI
My Commission: March 27, 1983

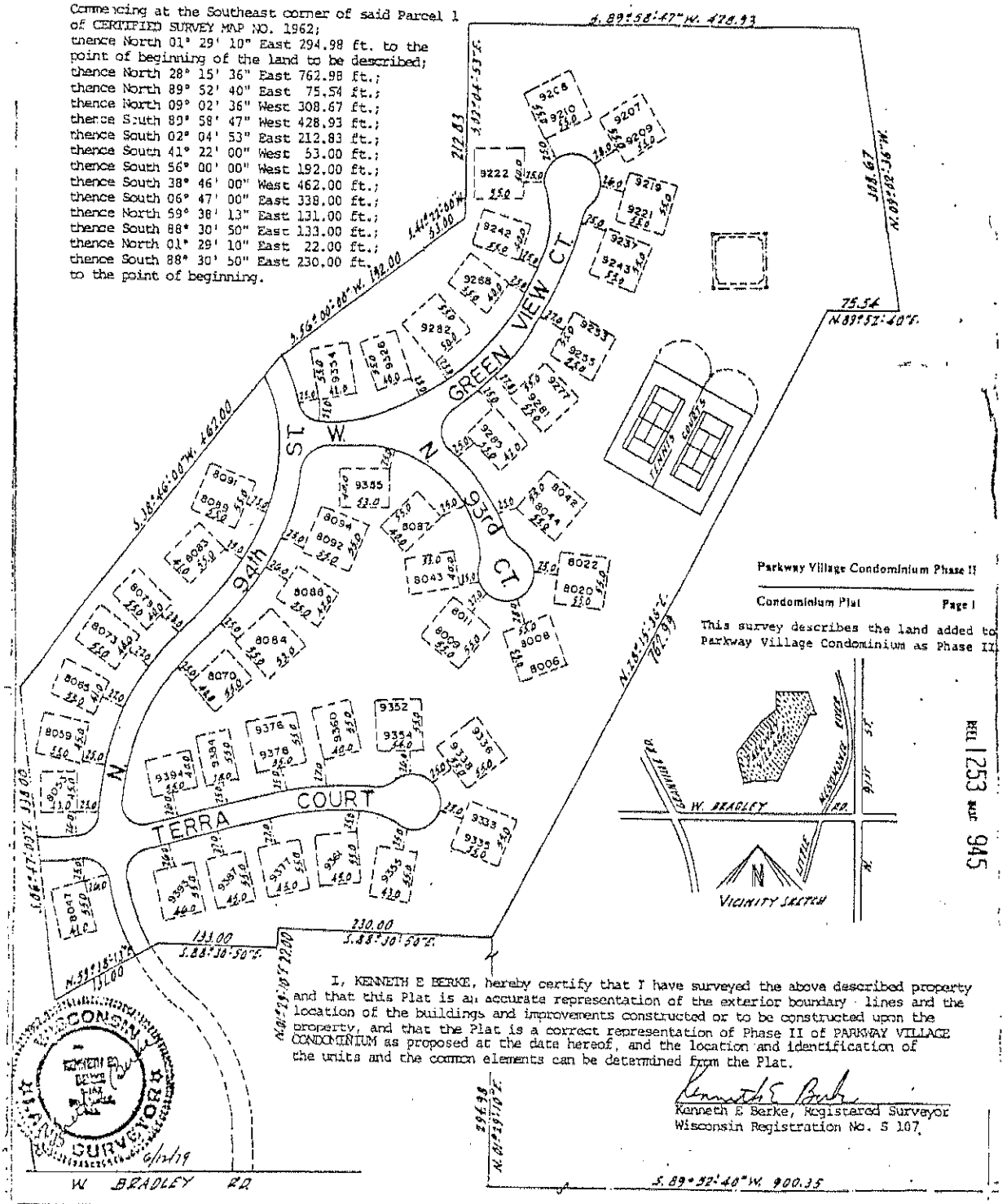
This instrument drafted by:

David L. Petersen
Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202

PARKWAY VILLAGE CONDOMINIUM PHASE II PARCEL-1

a part of Parcel 1 of CERTIFIED SURVEY MAP NO. 1962, being a part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17 inclusive, and Outlot 2 in Block 7 in PARKVIEW ESTATES, being a Subdivision of a part of the SW 1/4 and the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, described as follows:

Commencing at the Southeast corner of said Parcel 1 of CERTIFIED SURVEY MAP NO. 1962;
thence North 01° 29' 10" East 294.98 ft. to the point of beginning of the land to be described;
thence North 28° 15' 36" East 762.98 ft.;
thence North 89° 52' 40" East 75.54 ft.;
thence North 09° 02' 36" West 308.67 ft.;
thence South 89° 58' 47" West 428.93 ft.;
thence South 02° 04' 53" East 212.83 ft.;
thence South 41° 22' 00" West 53.00 ft.;
thence South 56° 00' 00" West 192.00 ft.;
thence South 38° 46' 00" West 462.00 ft.;
thence South 06° 47' 00" East 338.00 ft.;
thence North 59° 38' 13" East 131.00 ft.;
thence South 88° 30' 50" East 133.00 ft.;
thence North 01° 29' 10" East 22.00 ft.;
thence South 88° 30' 50" East 230.00 ft.;
to the point of beginning.



Parkway Village Condominium Phase II

Condominium Plat Page 1

This survey describes the land added to Parkway Village Condominium as Phase II.

I, KENNETH E BERKE, hereby certify that I have surveyed the above described property and that this Plat 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, and that the Plat is a correct representation of Phase II of PARKWAY VILLAGE CONDOMINIUM as proposed at the date hereof, and the location and identification of the units and the common elements can be determined from the Plat.

Kenneth E Berke, Registered Surveyor
Wisconsin Registration No. S 107

REL 1253 IMF 945

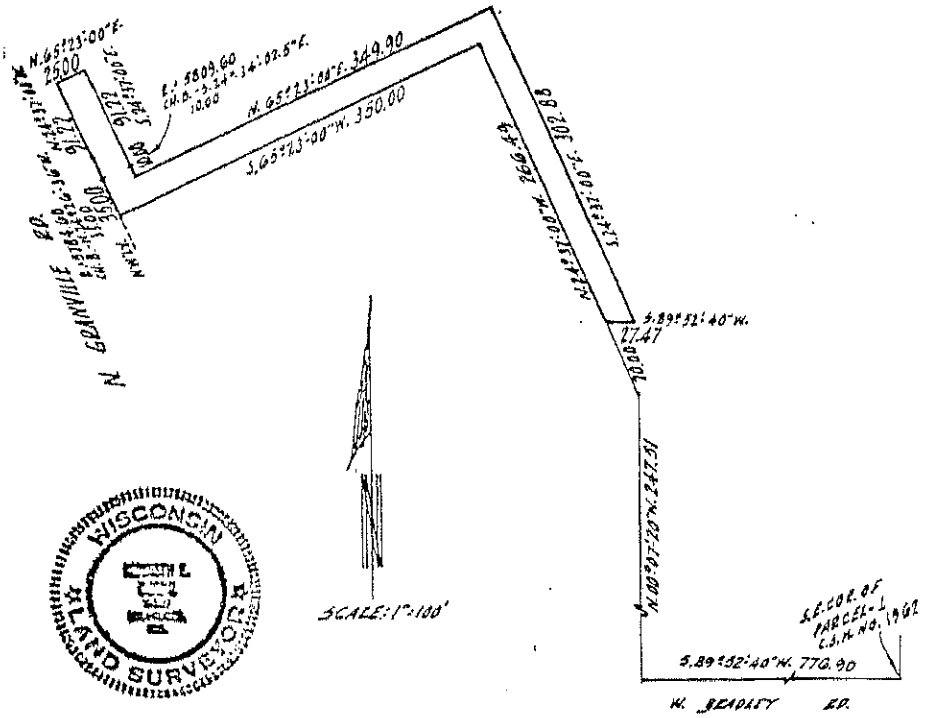
87275

PARKWAY VILLAGE CONDOMINIUM PHASE II PARCEL-2

A part of Parcel 1 of CERTIFIED SURVEY MAP NO. 1962, being a part ofBlocks 1 thru 6, inclusive and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in PARK VIEW ESTATES, being a Subdivision of a part of the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said Parcel 1 of CERTIFIED SURVEY MAP NO. 1962; running thence South 89° 52' 40" West 776.90 ft. to a point; thence North 00° 07' 20" West 247.51 ft. to a point; thence North 24° 37' 00" West 70.00 ft. to the point of beginning of the land herein to be described; continuing thence North 24° 37' 00" West 266.49 ft. to a point; thence South 65° 23' 00" West 350.00 ft. to a point; thence Northwesterly 35.00 ft. along the arc of a curve whose center is to the Southwest whose radius is 5784.60 ft. and whose chord bears North 24° 26' 36" West 35.00 ft. to a point; thence North 24° 37' 00" West 91.22 ft. to a point; thence North 65° 23' 00" East 25.00 ft. to a point; thence South 24° 37' 00" East 91.22 ft. to a point; thence Southeasterly 10.00 ft. along the arc of a curve whose center lies to the Southwest whose radius is 5809.60 ft. and whose chord bears South 24° 34' 02.5" East 10.00 ft. to a point; thence North 65° 23' 00" East 349.90 ft. to a point;thence South 24° 37' 00" East 302.88 ft. to a point; thence South 89° 52' 40" West 27.47 ft. to the point of beginning.

AUGUST 24, 1979

SURVEY NO. 130872-M
PHASE II PARCEL 2



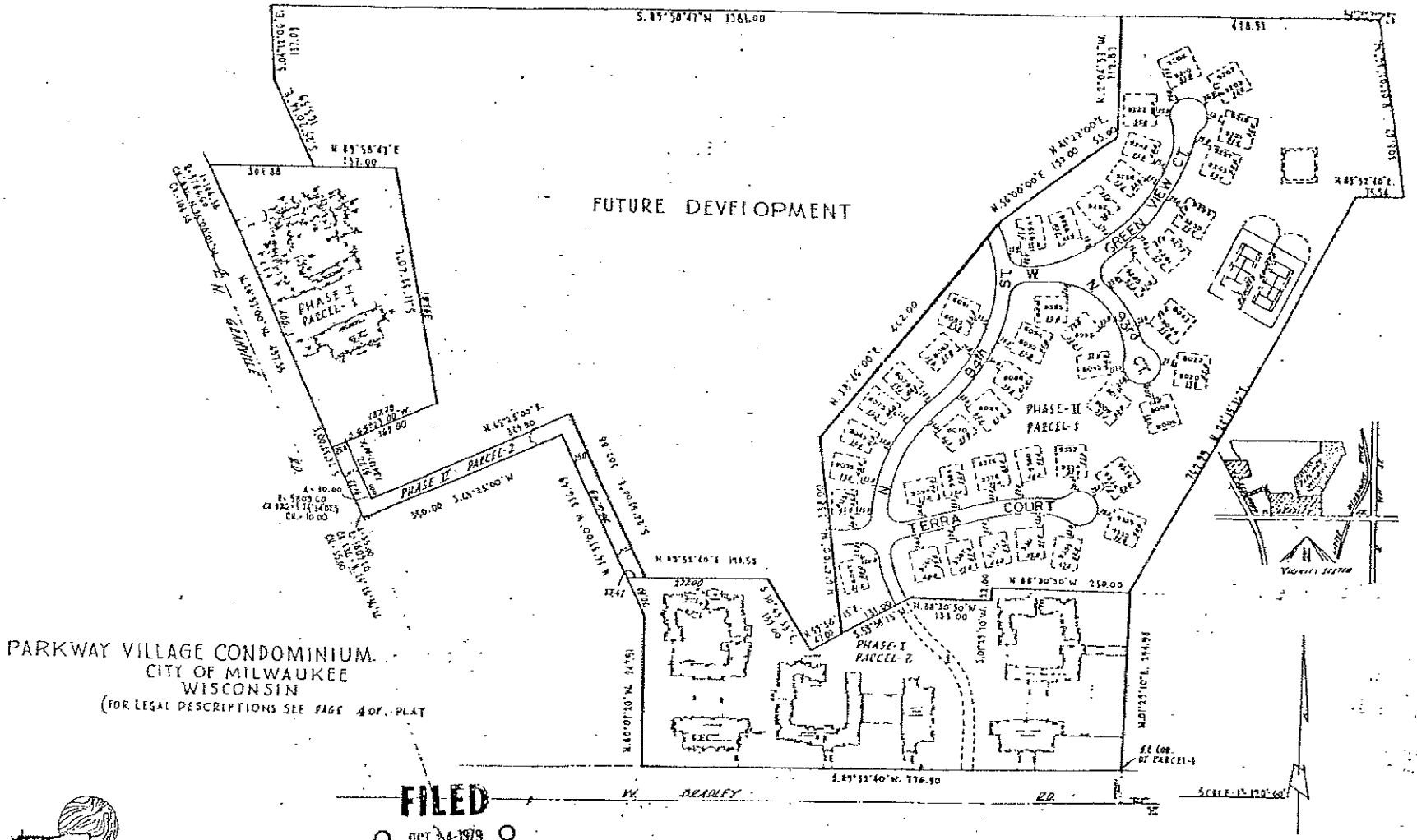
I, KENNETH E BERKE, hereby certify that I have surveyed the above described property and that this Plat is an accurate representation of the exterior boundary lines and the location of the buildings and improvements constructed or to be constructed upon the property, and that the Plat is a correct representation of Phase II - Parcel 2 of PARKWAY VILLAGE CONDOMINIUM as proposed at the date hereof, and the location and identification of the units and the common elements can be determined from the Plat.

Kenneth E Berke

KENNETH E BERKE, REGISTERED SURVEYOR
WISCONSIN REGISTRATION NO. S-107

This survey describes the land added to Parkway Village Condominium as Phase II.

REC 1253 946



PARKWAY VILLAGE CONDOMINIUM
CITY OF MILWAUKEE
WISCONSIN
(FOR LEGAL DESCRIPTIONS SEE PAGE 4 OF PLAT)

FILED
OCT 24 1979
FRANCIS X. McCORMACK
CLERK OF COURTS

national survey & engineering
3470 south 127th street * p.o. box 444 * blankfield, wisconsin 53005
phone 414/781-1068

This survey describes Phase I and Phase II of Parkway Village Condominium, and describes as "Future Development" the adjacent lands which may be added to Parkway Village Condominium as future phases in accordance with the terms of the Declaration.

Parkway Village Condominium Phase II

Condominium Plat Page 3

Unit Numbers, Street Addresses and Building Types

PARKWAY VILLAGE CONDOMINIUM
Phase II

Unit No.	Street Address	Building Type	Unit No.	Street Address	Building Type
8047	8047 N. 94th Street	Model #10 or 20	8087	8087 N. 93rd Court	Model #10 or 20
8053	8053 N. 94th Street	Model #10 or 20	8043	8043 N. 93rd Court	Model #10 or 20
8059	8059 N. 94th Street	Model #10 or 20	8011	8011 N. 93rd Court	Model #30 (B)
8065	8065 N. 94th Street	Model #10 or 20	8009	8009 N. 93rd Court	Model #30 (A)
8073	8073 N. 94th Street	Model #10 or 20	8008	8008 N. 93rd Court	Model #30 (B)
8079	8079 N. 94th Street	Model #10 or 20	8006	8006 N. 93rd Court	Model #30 (A)
8083	8083 N. 94th Street	Model #10 or 20	8022	8022 N. 93rd Court	Model #30 (B)
8089	8089 N. 94th Street	Model #30 (A)	8020	8020 N. 93rd Court	Model #10 (A)
8091	8091 N. 94th Street	Model #30 (B)	8042	8042 N. 93rd Court	Model #30 (B)
8070	8070 N. 94th Street	Model #10 or 20	8044	8044 N. 93rd Court	Model #30 (A)
8084	8084 N. 94th Street	Model #10 or 20	9285	9285 Green View Court	Model #10 or 20
8088	8088 N. 94th Street	Model #10 or 20	9281	9281 Green View Court	Model #30 (A)
8092	8092 N. 94th Street	Model #30 (A)	9277	9277 Green View Court	Model #30 (B)
8094	8094 N. 94th Street	Model #30 (B)	9255	9255 Green View Court	Model #30 (A)
9393	9393 Terra Court	Model #10 or 20	9253	9253 Green View Court	Model #30 (B)
9387	9387 Terra Court	Model #10 or 20	9237	9237 Green View Court	Model #30 (B)
9377	9377 Terra Court	Model #10 or 20	9243	9243 Green View Court	Model #30 (A)
9361	9361 Terra Court	Model #10 or 20	9221	9221 Green View Court	Model #30 (A)
9355TC	9355 Terra Court	Model #10 or 20	9219	9219 Green View Court	Model #30 (B)
9333	9333 Terra Court	Model #30 (B)	9209	9209 Green View Court	Model #30 (A)
9335	9335 Terra Court	Model #30 (A)	9207	9207 Green View Court	Model #30 (B)
9336	9336 Terra Court	Model #30 (B)	9210	9210 Green View Court	Model #30 (A)
9338	9338 Terra Court	Model #30 (A)	9208	9208 Green View Court	Model #30 (B)
9352	9352 Terra Court	Model #30 (B)	9222	9222 Green View Court	Model #10 or 20
9354TC	9354 Terra Court	Model #30 (A)	9242	9242 Green View Court	Model #10 or 20
9360	9360 Terra Court	Model #10 or 20	9268	9268 Green View Court	Model #10 or 20
9376	9376 Terra Court	Model #30 (B)	9282	9282 Green View Court	Model #10 or 20
9378	9378 Terra Court	Model #30 (A)	9326	9326 Green View Court	Model #10 or 20
9384	9384 Terra Court	Model #10 or 20	9354GV	9354 Green View Court	Model #10 or 20
9394	9394 Terra Court	Model #10 or 20	9355GV	9355 Green View Court	Model #10 or 20

NOTE: See floor plans attached to Second Supplement to Declaration (Phase III) for floor plans of units in Phase II of Parkway Village Condominium.

DCP

Certified Copy of Resolution

FILE NUMBER 86-1314

Resolution permitting a variation in the type of dwellings to be constructed in Stage 2 of a detailed planned development known as Parkway Village, generally located north of West Bradley Road and east of North Granville Road, in the 16th Aldermanic District.

Whereas, The detailed plan for Stage 3 of a detailed planned development known as Parkway Village was approved by the Common Council on July 26, 1977 under File Nos. 77-1-c, d, and e and recorded on August 24, 1977 as document No. 5134686; and

Whereas, Said detailed plan provided for the construction of 28 single-family and 16 two-family or duplex structures at specifically designated locations within this development; and

Whereas, The developer has experienced a stronger single-family market and requests a variation in the approved plan that would permit the construction of either a single-family or a two-family structure on the remaining undeveloped sites that are currently designated for two-family construction only; and

Whereas, The requested variation would not adversely affect the overall character or increase the density of this planned development as previously approved; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the requested variation allowing the developer the option of constructing either a single-family or two-family structure on the remaining undeveloped sites previously designated for two-family construction only be and same is hereby granted.

Adopted

Office of the City Clerk

Milwaukee, Wis.

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Milwaukee on DEC 16 1986

Ben E. Johnson

City Clerk

FORM CC13

PARKWAY VILLAGE CONDOMINIUM

PHASE III

SECOND

SUPPLEMENT

TO

CONDOMINIUM DECLARATION

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4.	Effective Date	2

Exhibit: Condominium Plat

City of Milwaukee Resolution

REEL 1601 IMAG 284

5682621
REGISTER'S OFFICE
Milwaukee County, Wis. } SS
RECORDED AT 10 25 AM
JAN - 4 1984 284 70
REEL 1601 IMAGE 302 JIK
Walter L. Bergalt REGISTER OF DEEDS

163 71
230

SECOND SUPPLEMENT TO CONDOMINIUM DECLARATION OF PARKWAY VILLAGE CONDOMINIUM

THIS SECOND SUPPLEMENT is made this 3rd day of JANUARY, 1984 by Deshur-Dinkin & Associates, Inc., formerly A. M. Deshur & Associates, Inc., a Wisconsin Corporation (hereinafter "Declarant") pursuant to the Condominium Declaration for PARKWAY VILLAGE CONDOMINIUM, recorded on May 17, 1974 in the office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 785 Images 2138 to 2181 inclusive as Document No. 4841378, as amended (the "Declaration").

DOC # 5682621
RECORD 46.60

1. **Statement of Declaration.**

The purpose of this Second Supplement is to annex and submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of PARKWAY VILLAGE CONDOMINIUM in the manner provided by the Declaration.

Declarant hereby declares that it is the owner of the real property described in Section 2 hereof and shown on pages 1 and 2 of the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of PARKWAY VILLAGE CONDOMINIUM as provided in the Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for PARKWAY VILLAGE CONDOMINIUM. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

2. **Legal Description.**

The real estate described hereinafter and described as Phase III in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to PARKWAY VILLAGE CONDOMINIUM and are

4660

subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed on the property are more fully described in the building and floor plans attached hereto as a part of the Condominium Plat, depicting the layout, locations, unit numbers, and approximate dimensions of the buildings and units. The real estate subjected to the provisions of the Declaration hereby is described as follows:

Phase III

That part of Parcel I of Certified Survey Map No. 1962, being part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said Parcel I; thence North 01° 29' 10" East 294.98 ft. to a point; thence North 28° 15' 36" East 554.00 ft. to the point of beginning of the land to be described; thence South 89° 35' 36" West 530.00 ft. to a point; thence North 02° 30' 00" West 145.00 ft. to a point; thence North 28° 40' 00" West 45.00 ft. to a point; thence South 89° 58' 47" West 212.00 ft. to a point; thence South 02° 00' 00" East 61.00 ft. to a point; thence South 88° 00' 00" West 73.35 ft. to a point; thence Southwesterly 117.54 ft. along the arc of a curve whose center lies to the South whose radius is 237.70 ft. and whose chord bears South 73° 50' 00" West 116.35 ft. to a point; thence South 59° 40' 00" West 66.46 ft. to a point; thence North 30° 00' 00" West 210.00 ft. to a point; thence North 54° 00' 00" West 122.00 ft. to a point; thence North 00° 01' 13" West 184.00 ft. to a point; thence North 89° 58' 47" East 1339.93 ft. to a point; thence South 09° 02' 36" East 308.67 ft. to a point; thence South 89° 52' 40" West 75.54 ft. to a point; thence South 28° 15' 36" West 208.99 ft. to the point of beginning. The above described parcel of land contains 9.2502 acres of land, more or less.

3. **Effect of Annexation.**

By this Second Supplement to the Declaration, Forty-six (46) buildings containing or to contain Seventy-one (71) condominium units are annexed and added to PARKWAY VILLAGE CONDOMINIUM, and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles of Association and By-Laws of Parkway Village Condominium Association, and such restrictions, rules and regulations as may be promulgated thereunder, shall be applicable to the property and units hereby annexed to the condominium.

By reason of this Second Supplement and the annexation of the said Seventy-one (71) additional residential units to PARKWAY VILLAGE CONDOMINIUM, as of the effective date hereof, the original Declaration is supplemented in the following respects only:

3.1 *Number of Units.* There are or are to be a total of Ninety-eight (98) main residential buildings in PARKWAY VILLAGE CONDOMINIUM, comprising a total of One hundred ninety-five (195) residential units.

3.2 *Percentage Interest.* The percentage of the undivided ownership interest in the common areas and facilities and limited common areas appurtenant to each unit and its owner shall be .513%, determined by dividing the number one (1) by the number one hundred ninety-five (195).

4. Effective Date.

The effective date of this Supplement shall be the date it is recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

IN WITNESS WHEREOF, this Supplement has been executed by duly authorized officers of Deshur-Dinkin & Associates, Inc., as of the date first set forth above.

(CORPORATE SEAL) DESHUR-DINKIN & ASSOCIATES, INC.

Attest: _____ By: _____

James E. Deshur, Secretary Perry E. Dinkin, President

NOTARIZATION

Personally came before me this 14th day of November, 1989 Perry I. Dinkin, President, and James E. Deshue, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such _____ President and _____ Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

Judith Hutson
JUDITH HUTSON
Notary Public, Milwaukee County, WI
My Commission: February 25, 1984

This instrument drafted by:

RETURN TO

David L. Petersen
Quarles & Brady
780 North Water Street
Milwaukee, Wisconsin 53202

Bot 1142

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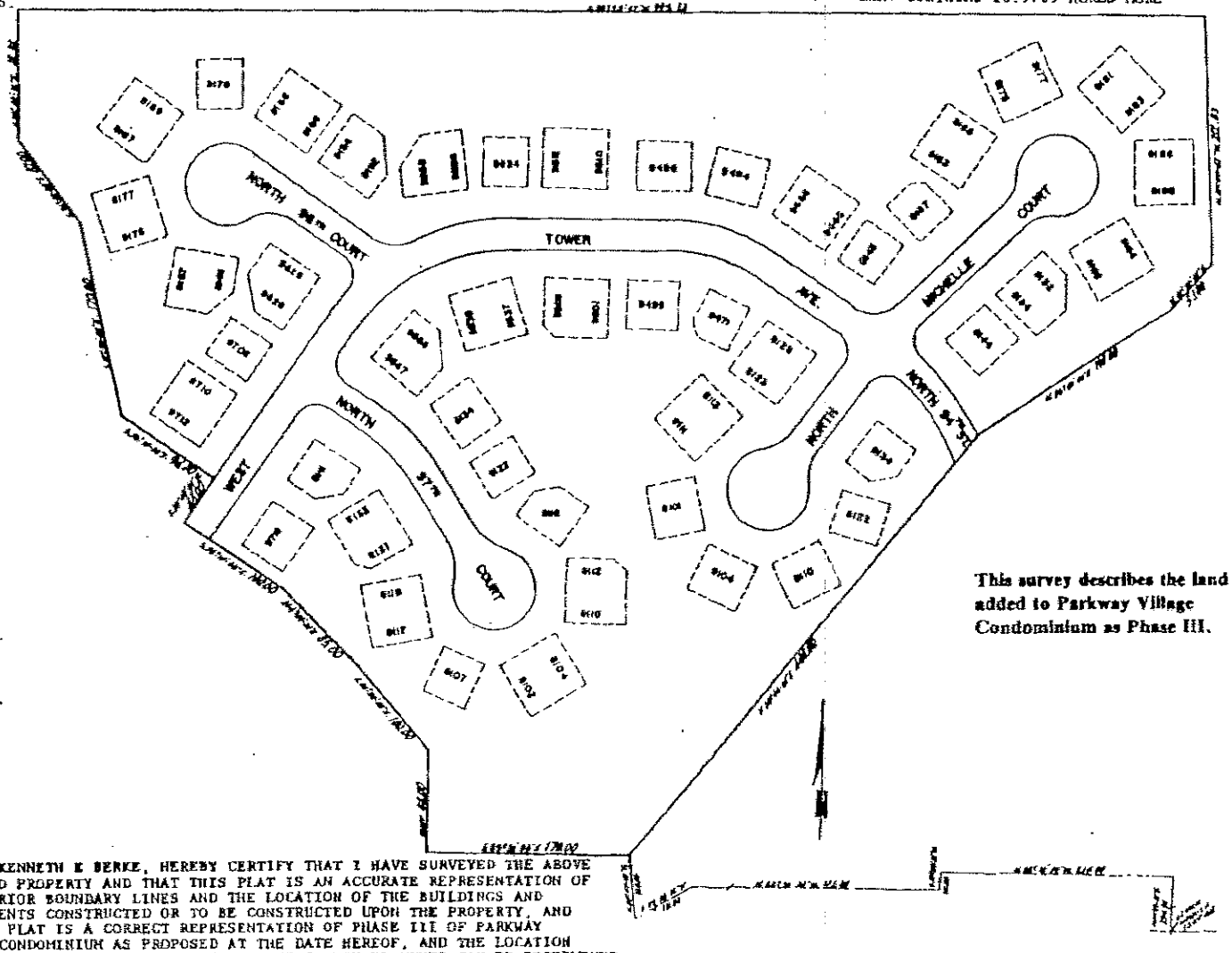
PARKWAY VILLAGE CONDOMINIUM - PHASE - III

A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 1962, BEING PART OF BLOCKS 1 THRU 6, INCLUSIVE, AND LOTS 1 THRU 17, INCLUSIVE AND OUTLOT 2 IN BLOCK 7 IN PARKVIEW ESTATES, A SUBDIVISION OF A PART OF THE SW 1/4 AND THE SE 1/4 OF THE SW 1/4 OF SECTION 8, T 8 N, R 21 E, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 1962: THENCE NORTH 01°29'10" EAST 294.98 FT. TO A POINT: THENCE NORTH 88°30'50" WEST 230.00 FT. TO A POINT; THENCE SOUTH 01°29'10" WEST 22.00 FT TO A POINT; THENCE NORTH 88°30'50" WEST 133.00 FT. TO A POINT: THENCE SOUTH 59°38'13" WEST 131.00 FT. TO A POINT: THENCE NORTH 06°47'00" WEST 338.00 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED: THENCE NORTH 38°46'00" EAST 462.00 FT. TO A POINT; THENCE NORTH 56°00'00" EAST 192.00 FT TO A POINT; THENCE NORTH 41°22'00" EAST 53.00 FT. TO A POINT; THENCE NORTH 02°04'53" WEST 212.83 FT. TO A POINT: THENCE SOUTH 89°58'47" WEST 995.38 FT. TO A POINT: THENCE SOUTH 00°45'00" East 111.38 FT. TO A POINT: THENCE SOUTH 36°30'00" EAST 87.00 FT. TO A POINT: THENCE SOUTH 12°30'00" EAST 170.00 FT. TO A POINT: THENCE SOUTH 56°15'00" EAST 94.00 FT. TO A POINT: THENCE SOUTH 33°45'00" WEST 45.00 FT. TO A POINT: THENCE SOUTH 56°15'00" EAST 100.00 FT. TO A POINT: THENCE SOUTH 44°00'00" EAST 85.00 FT. TO A POINT: THENCE SOUTH 40°00'00" EAST 100.00 FT. TO A POINT: THENCE SOUTH 88.00 FT. TO A POINT: THENCE SOUTH 89°30'00" EAST 170.00 FT. TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED LAND CONTAINS 10.9769 ACRES MORE OR LESS.



This survey describes the land added to Parkway Village Condominium as Phase III.

I, KENNETH E BERKE, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS PLAT 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, AND THAT THE PLAT IS A CORRECT REPRESENTATION OF PHASE III OF PARKWAY VILLAGE CONDOMINIUM AS PROPOSED AT THE DATE HEREOF, AND THE LOCATION AND IDENTIFICATION OF THE UNITS AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT.

Kenneth E Berke (SEAL)
KENNETH E BERKE, REGISTERED LAND SURVEYOR
WISCONSIN REGISTRATION NO. S 107

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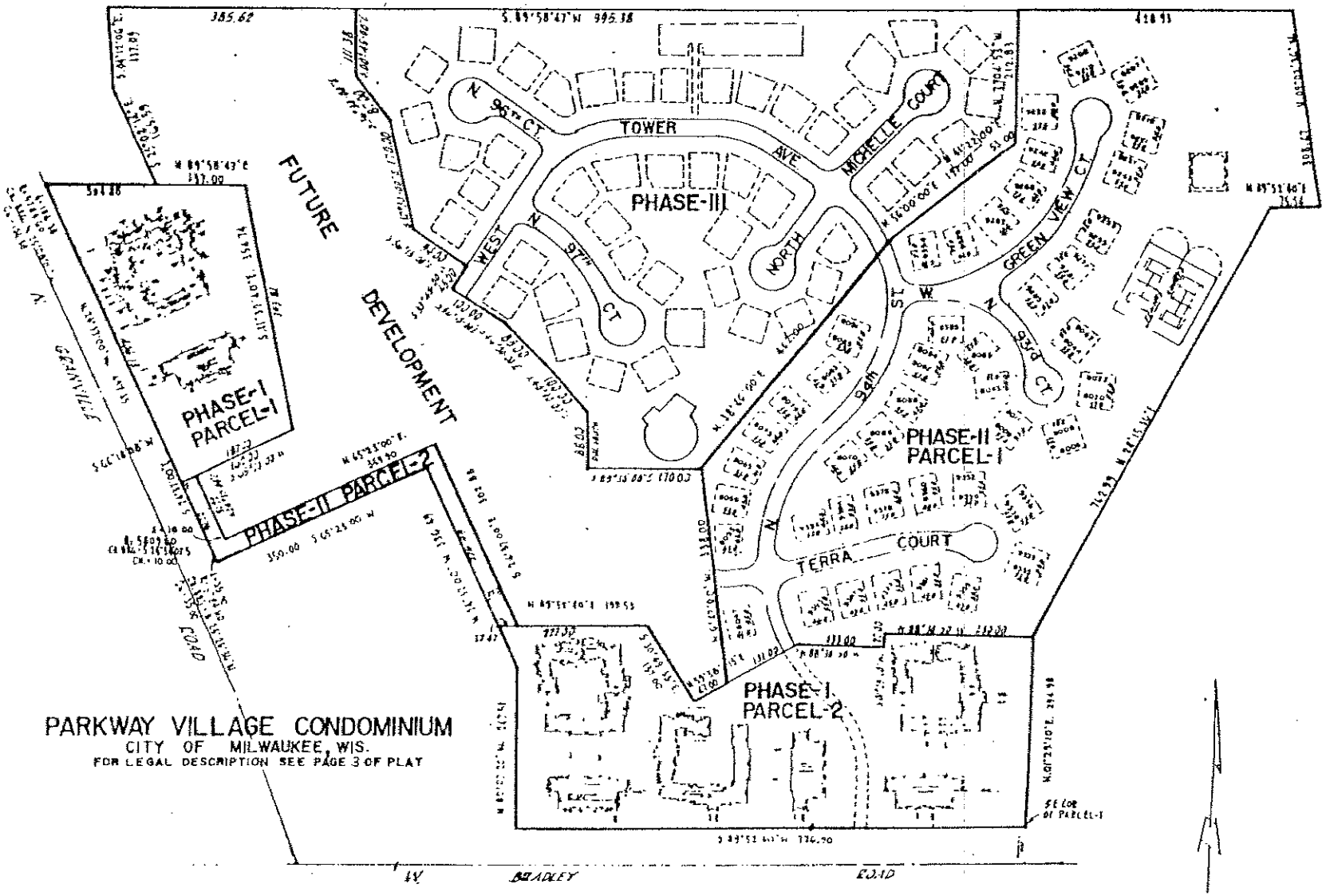

This survey describes Phases I, II and III of Parkway Village Condominium, and describes as "Future Development" the adjacent lands which may be added to Parkway Village Condominium in accordance with the terms of the Declaration.

PHASE I PARCEL 1
A part of Parcel 1 of CERTIFIED SURVEY MAP NO. 1962, being a part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in PARK VIEW ESTATES, being a Subdivision of a part of the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is described as follows:
Beginning at a point on the Easterly line of North Granville Road, said point being the Northwest corner of said Parcel 1; thence North 89° 58' 47" East 304.88 ft. to a point; thence South 11° 32' 40" East 393.81 ft. to a point; thence South 65° 23' 00" West 187.20 ft. to a point; thence North 24° 37' 00" West 406.13 ft. to a point; thence Northwesterly 104.38 ft along the arc of a curve whose center lies to the West whose radius is 5784.60 ft. and whose chord bears North 25° 08' 01" West 104.38 ft. to the point of beginning.
The above described parcel contains 2.443 acres of land, more or less.

PHASE I PARCEL 2
A part of Parcel 1 of CERTIFIED SURVEY MAP NO. 1962, being a part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in PARK VIEW ESTATES, being a Subdivision of a part of the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is described as follows:
Beginning at the Southeast corner of said Parcel 1; thence South 89° 52' 40" West 776.90 ft. to a point; thence North 00° 07' 20" West 247.51 ft. to a point; thence North 24° 37' 00" West 70.00 ft. to a point; thence North 89° 52' 40" East 227.00 ft. to a point; thence South 30° 49' 33" East 137.00 ft. to a point; thence North 59° 38' 13" East 178.00 ft. to a point; thence South 88° 30' 50" East 133.00 ft. to a point; thence North 01° 29' 10" East 22.00 ft. to a point; thence South 88° 30' 50" East 230.00 ft. to a point; thence South 01° 29' 10" West 294.98 ft. to the point of beginning.
The above described parcel of land contains 5.090 acres of land, more or less.

PHASE II PARCEL 1
A part of Parcel 1 of CERTIFIED SURVEY MAP NO. 1962, being a part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in PARK VIEW ESTATES, being a Subdivision of a part of the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is described as follows:
Commencing at the Southeast corner of said Parcel 1 of CERTIFIED SURVEY MAP NO. 1962; thence North 01° 29' 10" East 294.98 ft. to the point of beginning of the land to be described; thence North 28° 15' 36" East 762.98 ft. to a point; thence North 89° 52' 40" East 75.54 ft. to a point; thence North 09° 02' 36" West 308.67 ft. to a point; thence South 89° 58' 47" West 428.93 ft. to a point; thence South 02° 04' 53" East 212.83 ft. to a point; thence South 41° 22' 00" West 53.00 ft. to a point; thence South 56° 00' 00" West 192.00 ft. to a point; thence South 38° 46' 00" West 462.00 ft. to a point; thence South 06° 47' 00" East 338.00 ft. to a point; thence North 59° 38' 13" East 131.00 ft. to a point; thence South 88° 30' 50" East 133.00 ft. to a point; thence North 01° 29' 10" East 22.00 ft. to a point; thence South 88° 30' 50" East 230.00 ft. to the point of beginning.

PHASE II PARCEL 2
A part of Parcel 1 of CERTIFIED SURVEY MAP NO. 1962, being a part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive and Outlot 2 in Block 7 in PARK VIEW ESTATES, being a Subdivision of a part of the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County Wisconsin, which is described as follows:
Commencing at the Southeast corner of said Parcel 1 of CERTIFIED SURVEY MAP NO. 1962; running thence South 89° 52' 40" West 776.90 ft. to a point; thence North 00° 07' 20" West 247.51 ft. to a point; thence North 24° 36' 00" West 70.00 ft. to the point of beginning of the land herein to be described; continuing thence North 24° 37' 00" West 266.49 ft. to a point; thence South 65° 23' 00" West 350.00 ft. to a point; thence Northwesterly 35.00 ft. along the arc of a curve whose center is to the Southwest whose radius is 5784.60 ft. and whose chord bears North 24° 26' 36" West 35.00 ft. to a point; thence North 24° 37' 00" West 91.22 ft. to a point; thence North 65° 23' 00" East 25.00 ft. to a point; thence South 24° 37' 00" East 91.22 ft. to a point; thence Southeasterly 10.00 ft along the arc of a curve whose center lies to the Southwest whose radius is 5809.60 ft. and whose chord bears South 24° 34' 02.5" East 10.00 ft. to a point; thence North 65° 23' 00" East 349.90 ft. to a point; thence South 24° 37' 00" East 302.88 ft. to a point; thence South 89° 52' 40" West 27.47 ft. to the point of beginning.

PHASE III
A part of Parcel 1 of CERTIFIED SURVEY MAP NO. 1962, being a part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in PARK VIEW ESTATES, being a Subdivision of a part of the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:
Commencing at the Southeast corner of said Parcel 1 of CERTIFIED SURVEY MAP NO. 1962; thence North 01° 29' 10" East 294.98 ft. to a point; thence North 88° 30' 50" West 230.00 ft. to a point; thence South 01° 29' 10" West 22.00 ft. to a point; thence North 88° 30' 50" West 133.00 ft. to a point; thence South 59° 38' 13" West 131.00 ft. to a point; thence North 06° 47' 00" West 338.00 ft. to the point of beginning of the land to be described;
thence North 38° 46' 00" East 462.00 ft. to a point; thence North 56° 00' 00" East 192.00 ft. to a point; thence North 41° 22' 00" East 53.00 ft. to a point; thence North 02° 04' 53" West 212.83 ft. to a point; thence South 89° 58' 47" West 995.38 ft. to a point; thence South 00° 45' 00" East 111.38 ft. to a point; thence South 36° 30' 00" East 87.00 ft. to a point; thence South 12° 30' 00" East 170.00 ft. to a point; thence South 56° 15' 00" East 94.00 ft. to a point; thence South 33° 45' 00" West 45.00 ft. to a point; thence South 56° 15' 00" East 100.00 ft. to a point; thence South 44° 00' 00" East 85.00 ft. to a point; thence South 40° 00' 00" East 100.00 ft. to a point; thence South 88.00 ft. to a point; thence South 89° 30' 00" East 170.00 ft. to the point of beginning.
The above described parcel contains 10.9769 acres of land, more or less.

FUTURE DEVELOPMENT LANDS
A part of Parcel 1 of CERTIFIED SURVEY MAP NO. 1962, being a part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in PARK VIEW ESTATES, being a Subdivision of a part of the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows:
Commencing at the Southeast corner of said Parcel 1 of CERTIFIED SURVEY MAP NO. 1962; thence North 01° 29' 10" East 294.98 ft. to a point; thence North 88° 30' 50" West 230.00 ft. to a point; thence South 01° 29' 10" West 22.00 ft. to a point; thence North 88° 30' 50" West 133.00 ft. to a point; thence South 59° 38' 13" West 131.00 ft. to the point of beginning of the land herein to be described;
thence North 06° 47' 00" West 338.00 ft. to a point; thence North 89° 30' 00" West 170.00 ft. to a point; thence due North 88.00 ft. to a point; thence North 40° 00' 00" West 100.00 ft. to a point; thence North 44° 00' 00" West 85.00 ft to a point; thence North 56° 15' 00" West 100.00 ft. to a point; thence North 33° 45' 00" East 45.00 ft. to a point; thence North 56° 15' 00" West 94.00 ft. to a point; thence North 12° 30' 00" West 170.00 ft. to a point; thence North 36° 30' 00" West 87.00 ft. to a point; thence North 00° 45' 00" West 111.38 ft. to a point; thence South 89° 58' 47" West 385.62 ft. to a point; thence South 04° 12' 06" East 137.09 ft. to a point; thence South 25° 02' 14" East 165.59 ft. to a point; thence North 89° 58' 47" East 137.00 ft. to a point; thence South 11° 32' 40" East 393.81 ft. to a point; thence South 65° 23' 00" West 162.00 ft. to a point; thence South 24° 37' 00" East 91.22 ft. to a point; thence Southeasterly 10.00 ft along the arc of a curve whose center lies to the Southwest whose radius is 5809.60 ft. and whose chord bears South 24° 34' 02.5" East 10.00 ft. to a point; thence North 65° 23' 00" East 349.90 ft. to a point; thence South 24° 37' 00" East 302.88 ft. to a point; thence North 89° 52' 40" East 199.53 ft. to a point; thence South 30° 49' 33" East 137.00 ft. to a point; thence North 59° 38' 13" East 47.00 ft. to the point of beginning.
The above described parcel of land contains 8.5530 acres of land.

Unit Numbers, Street Addresses and Building Types

PARKWAY VILLAGE CONDOMINIUM
Phase III

Unit No.	Street Address	Building Type
8101	8101 N. Michelle Court	Model #10 or 20
8111	8111 N. Michelle Court	Model #30
8113	8113 N. Michelle Court	Model #30
8123	8123 N. Michelle Court	Model #30
8125	8125 N. Michelle Court	Model #30
8143	8143 N. Michelle Court	Model #10 or 20
8157	8157 N. Michelle Court	Model #10 or 20
8163	8163 N. Michelle Court	Model #30
8165 MC	8165 N. Michelle Court	Model #30
8175 MC	8175 N. Michelle Court	Model #30
8177 MC	8177 N. Michelle Court	Model #30
8181	8181 N. Michelle Court	Model #30
8183	8183 N. Michelle Court	Model #30
8104 MC	8104 N. Michelle Court	Model #10 or 20
8110 MC	8110 N. Michelle Court	Model #10 or 20
8122 MC	8122 N. Michelle Court	Model #10 or 20
8134 MC	8134 N. Michelle Court	Model #10 or 20
8144	8144 N. Michelle Court	Model #10 or 20
8152 MC	8152 N. Michelle Court	Model #30
8154 MC	8154 N. Michelle Court	Model #30
8166 MC	8166 N. Michelle Court	Model #30
8168 MC	8168 N. Michelle Court	Model #30
8186	8186 N. Michelle Court	Model #30
8188	8188 N. Michelle Court	Model #30
9471	9471 W. Tower Avenue	Model #10 or 20
9495	9495 W. Tower Avenue	Model #10 or 20
9501	9501 W. Tower Avenue	Model #30
9503	9503 W. Tower Avenue	Model #30
9537	9537 W. Tower Avenue	Model #30
9539	9539 W. Tower Avenue	Model #30
9555	9555 W. Tower Avenue	Model #30
9557	9557 W. Tower Avenue	Model #30
9719	9719 W. Tower Avenue	Model #10 or 20
9466	9466 W. Tower Avenue	Model #30
9468	9468 W. Tower Avenue	Model #30
9494	9494 W. Tower Avenue	Model #10 or 20

Unit No.	Street Address	Building Type
9496	9496 W. Tower Avenue	Model #10 or 20
9510	9510 W. Tower Avenue	Model #30
9512	9512 W. Tower Avenue	Model #30
9534	9534 W. Tower Avenue	Model #10 or 20
9556	9556 W. Tower Avenue	Model #30
9558	9558 W. Tower Avenue	Model #30
9626	9626 W. Tower Avenue	Model #30
9628	9628 W. Tower Avenue	Model #30
9702	9702 W. Tower Avenue	Model #10 or 20
9710	9710 W. Tower Avenue	Model #30
9712	9712 W. Tower Avenue	Model #30
8165	8165 N. 96th Court	Model #30
8167	8167 N. 96th Court	Model #30
8175	8175 N. 96th Court	Model #30
8177	8177 N. 96th Court	Model #30
8187	8187 N. 96th Court	Model #30
8189	8189 N. 96th Court	Model #30
8152	8152 N. 96th Court	Model #30
8154	8154 N. 96th Court	Model #30
8166	8166 N. 96th Court	Model #30
8168	8168 N. 96th Court	Model #30
8176	8176 N. 96th Court	Model #10 or 20
8107	8107 N. 97th Court	Model #10 or 20
8117	8117 N. 97th Court	Model #30
8119	8119 N. 97th Court	Model #30
8131	8131 N. 97th Court	Model #30
8133	8133 N. 97th Court	Model #30
8141	8141 N. 97th Court	Model #10 or 20
8102	8102 N. 97th Court	Model #30
8104	8104 N. 97th Court	Model #30
8110	8110 N. 97th Court	Model #30
8112	8112 N. 97th Court	Model #30
8116	8116 N. 97th Court	Model #10 or 20
8122	8122 N. 97th Court	Model #10 or 20
8134	8134 N. 97th Court	Model #10 or 20

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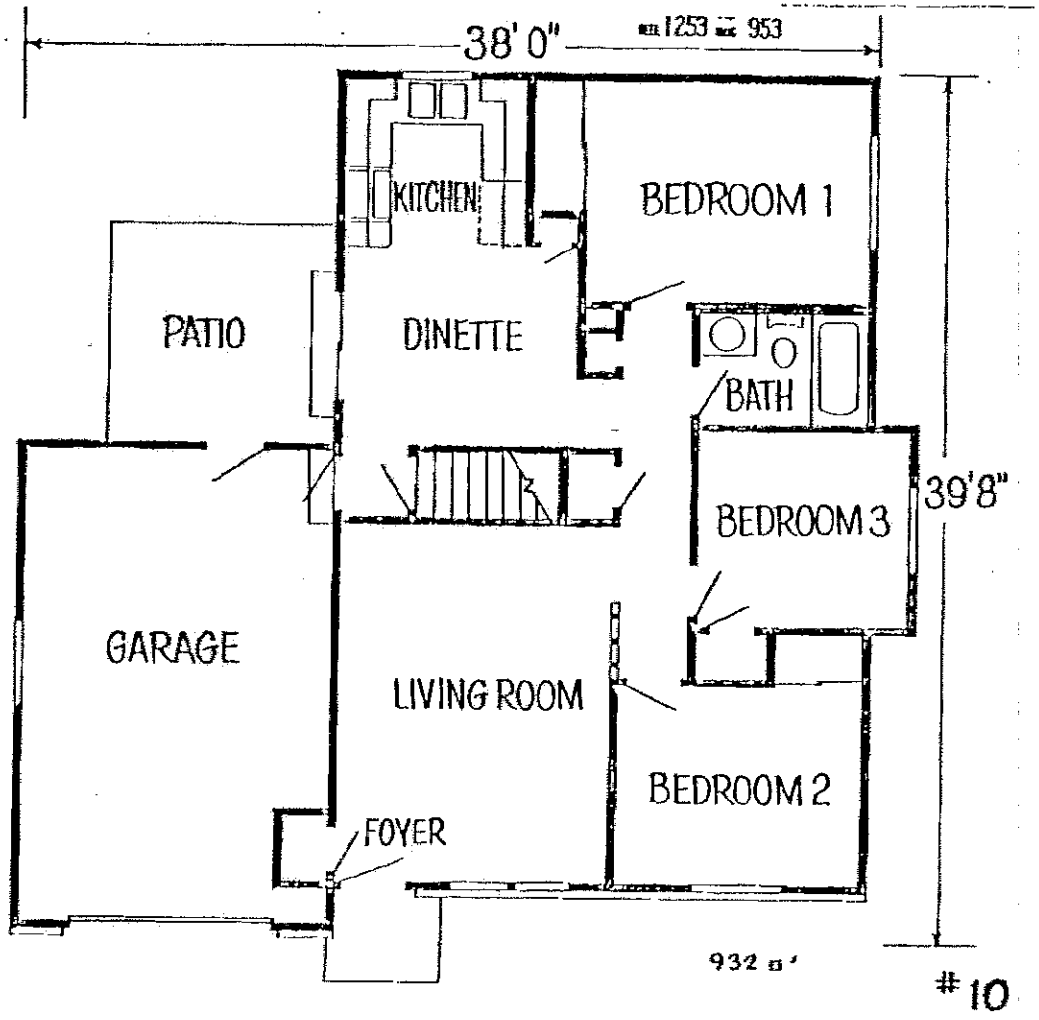
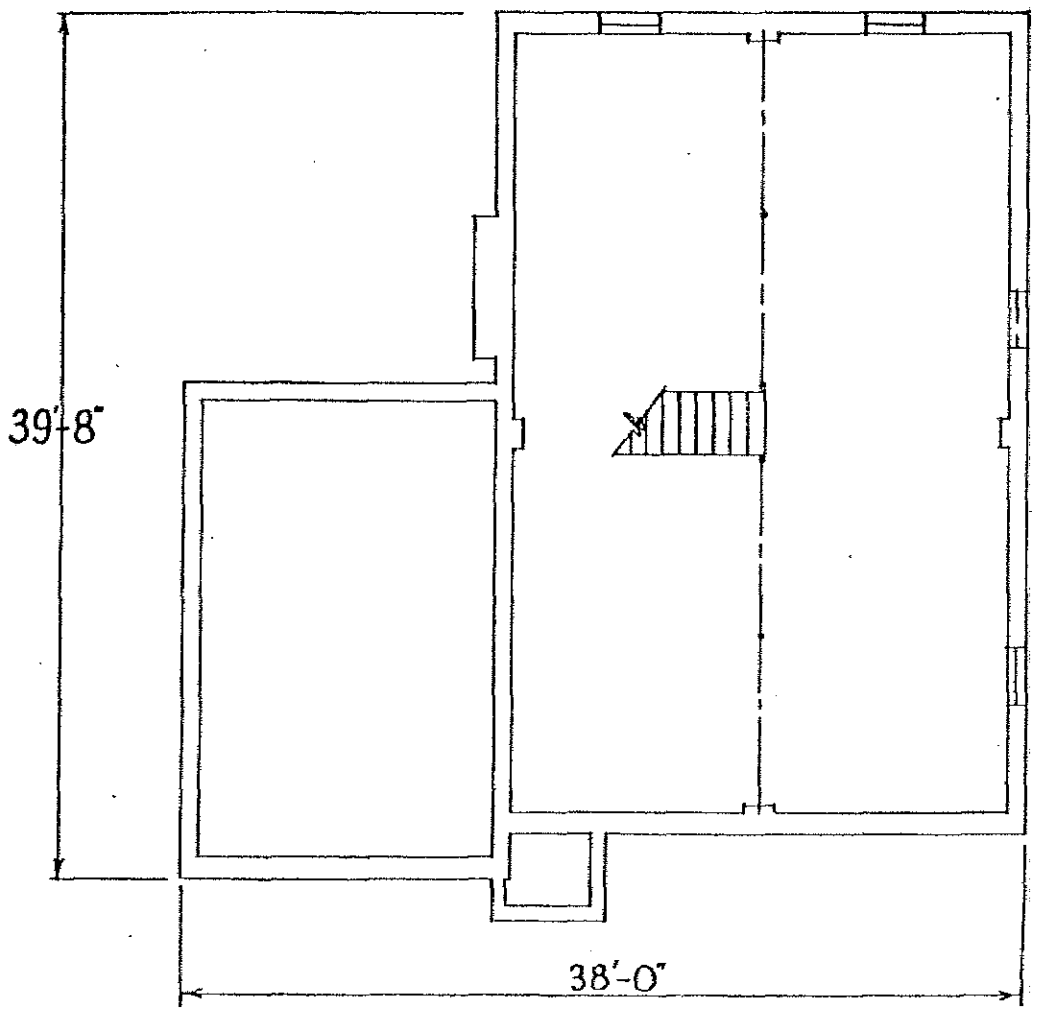


Model #10 — First Floor Plan

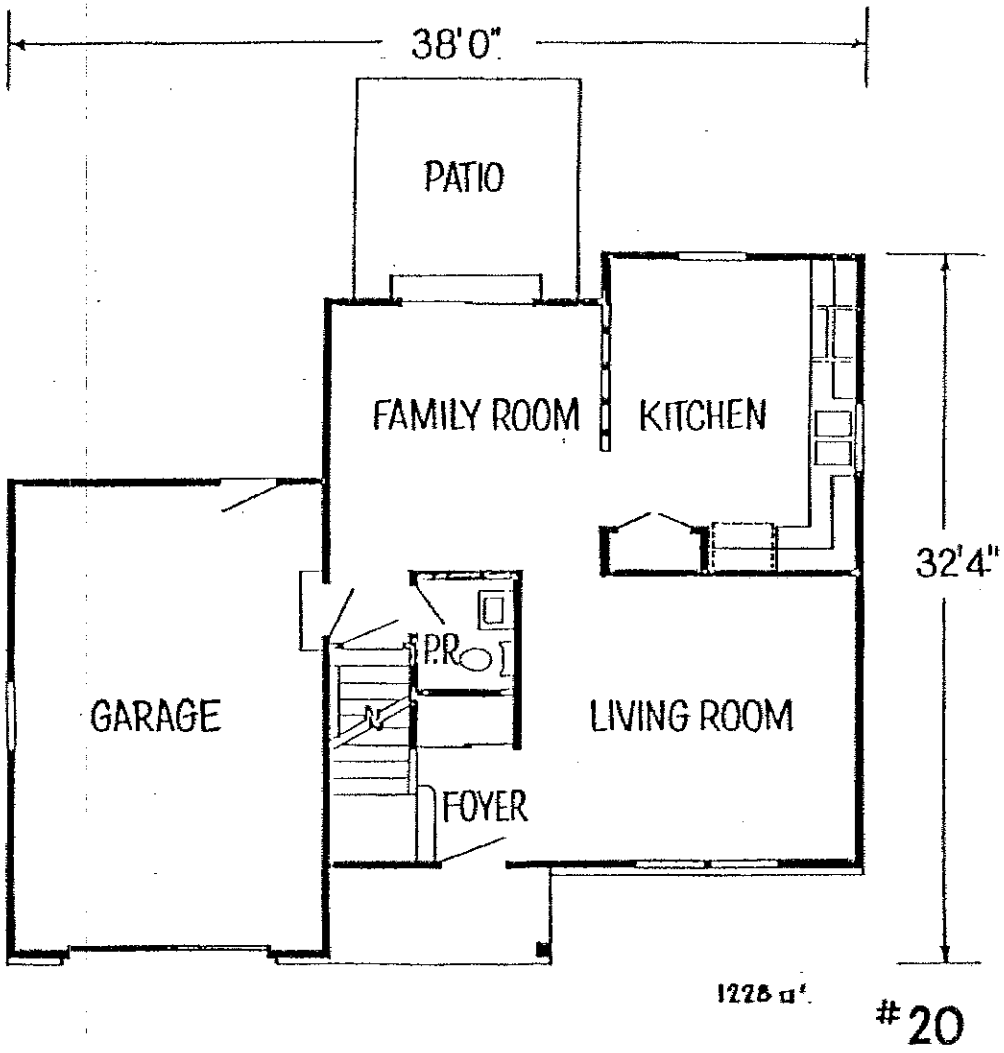


Model #10 — Basement Plan

#10

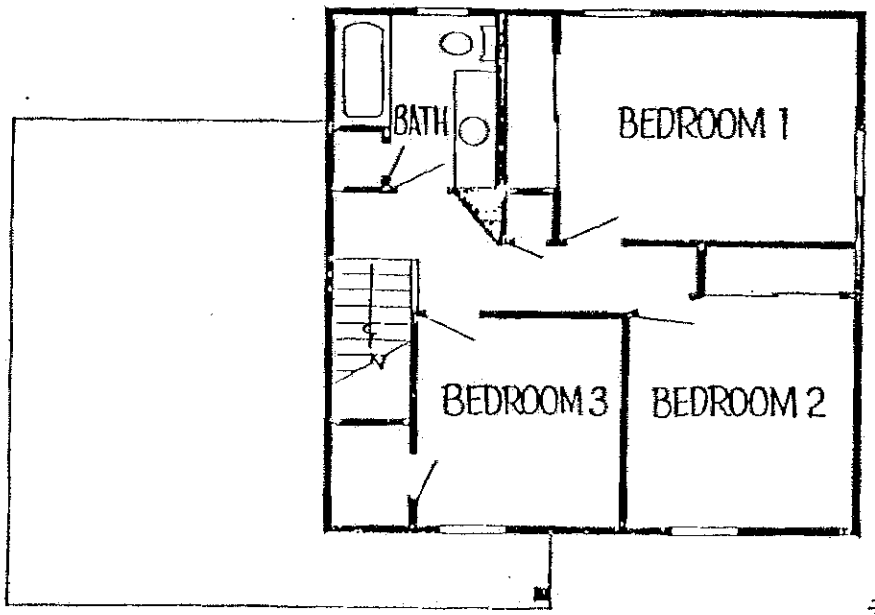
Parkway Village Condominium Phase III
Condominium Plat

REEL 1691 PAGE 293



Model #20 — First Floor Plan

REEL 1601 IMAG 294

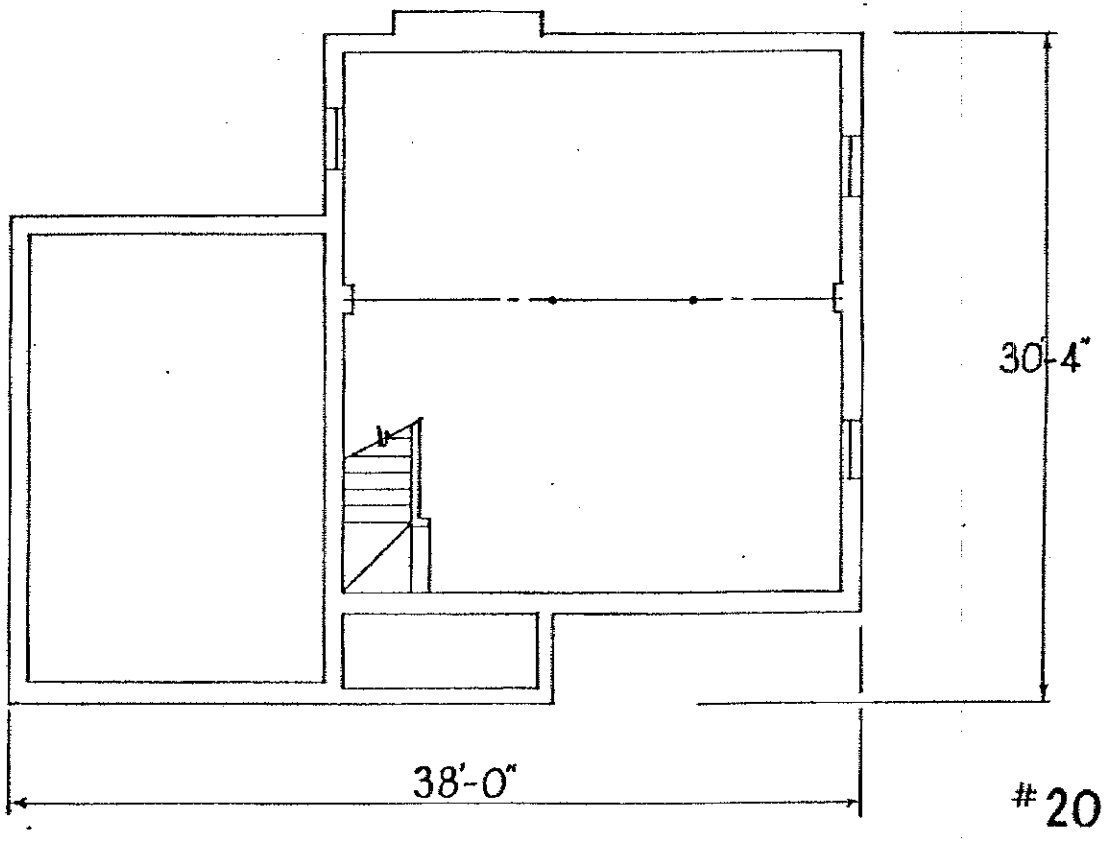


#20

Model #20 — Second Floor Plan

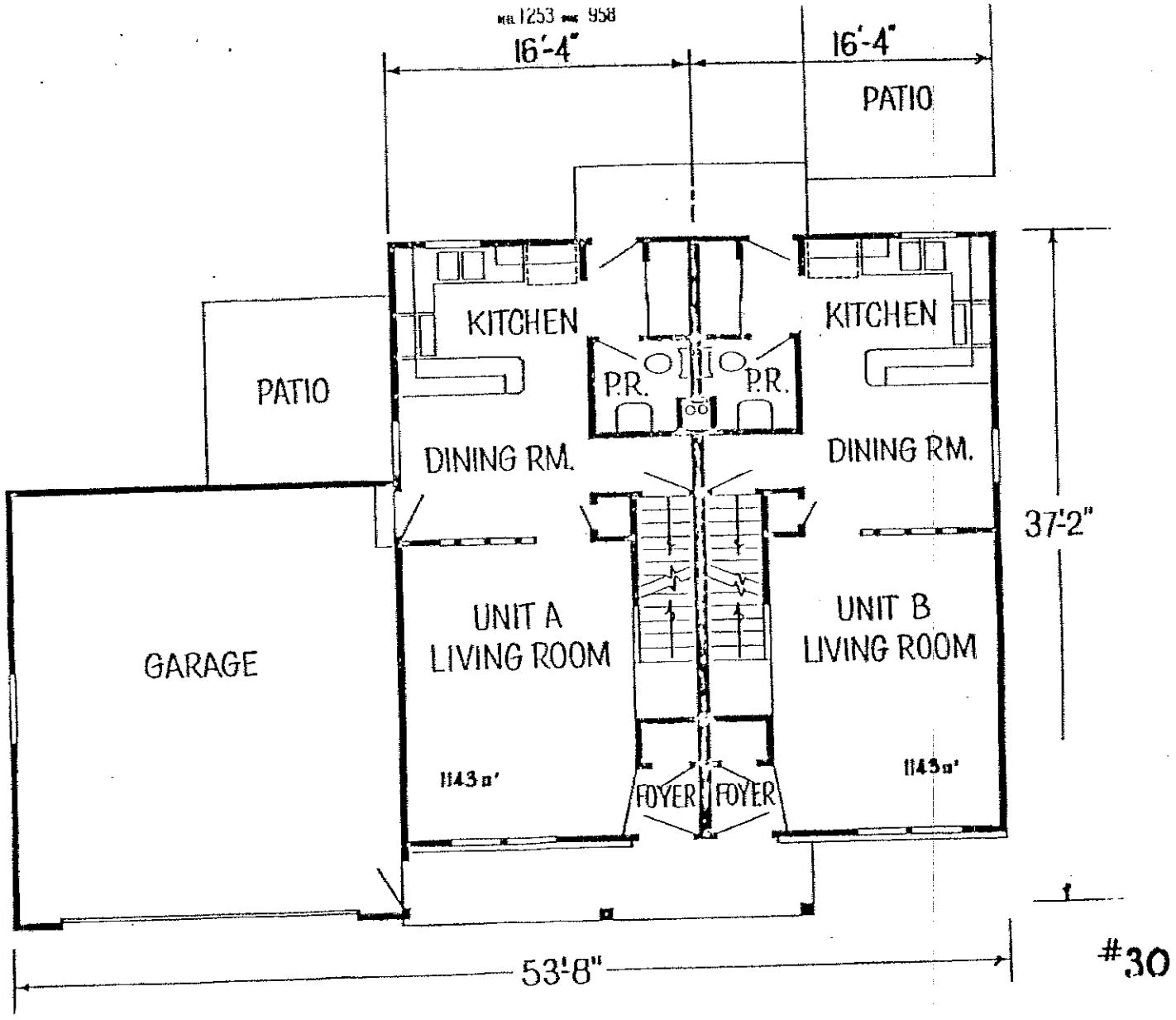
BOOK 1091 PAGE 295

BK 1253 PG 957



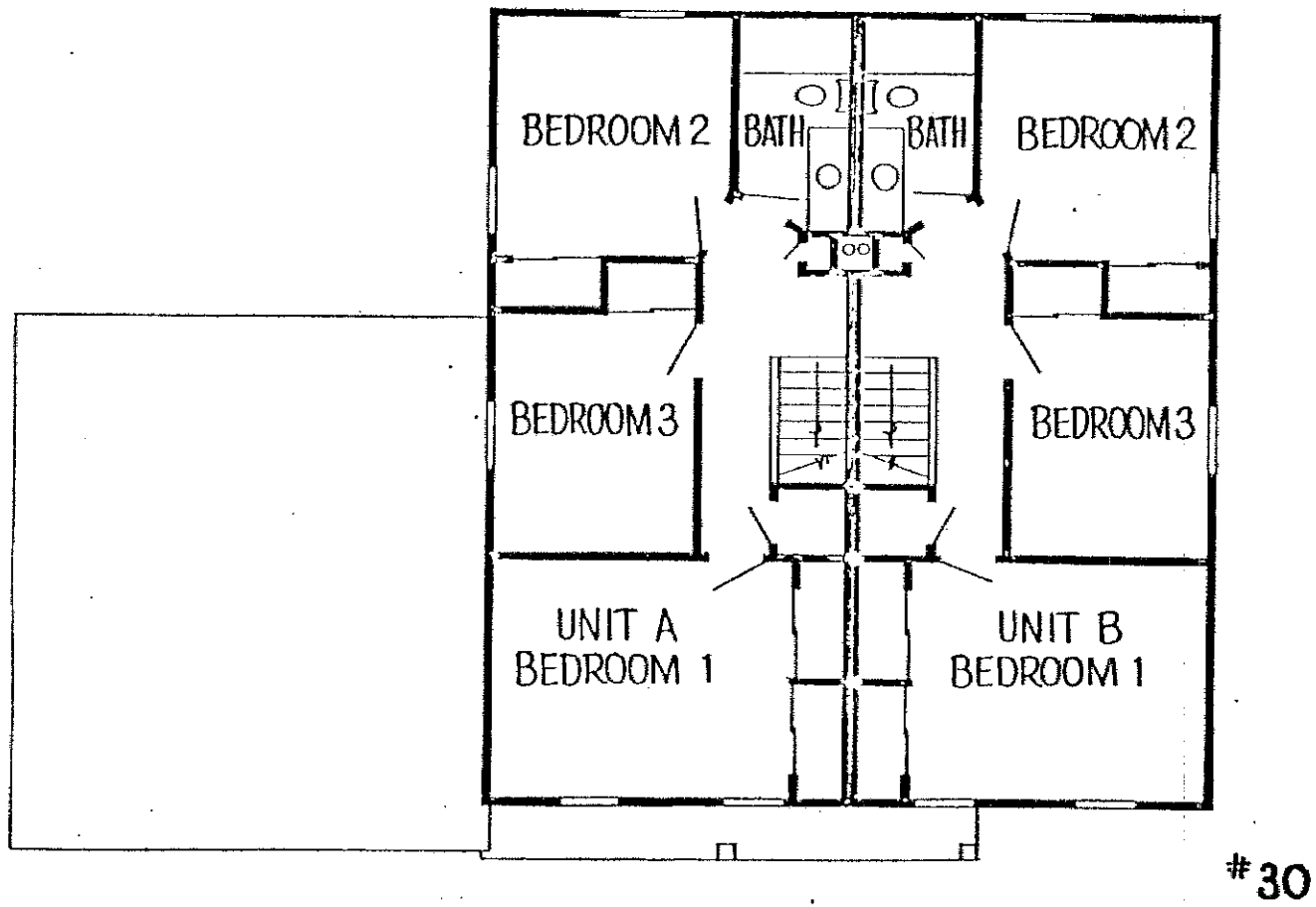
BK 1091 PG 296

Model #20 — Basement Plan



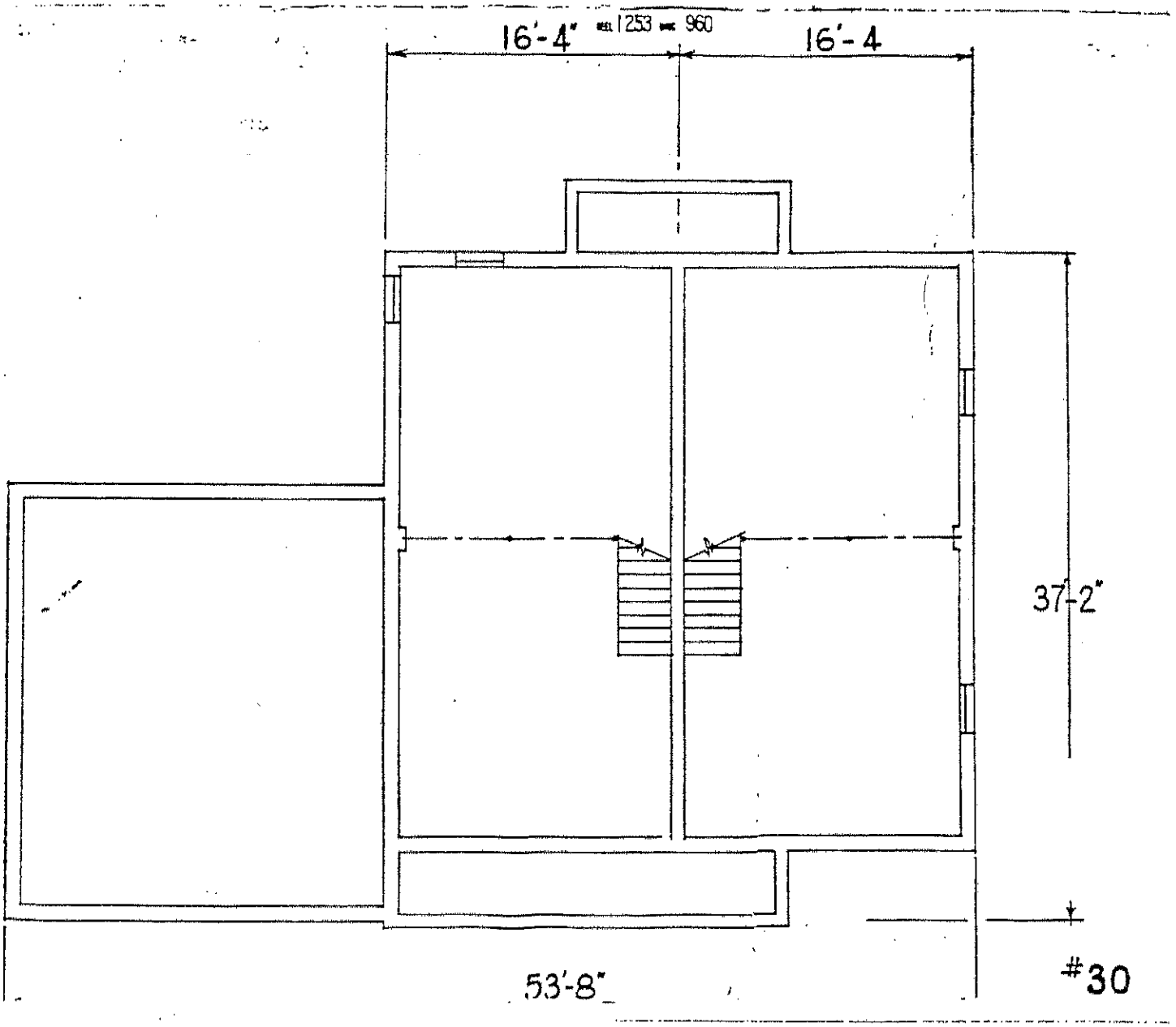
Model #30 — First Floor Plan

Bk 1253 Pg 957

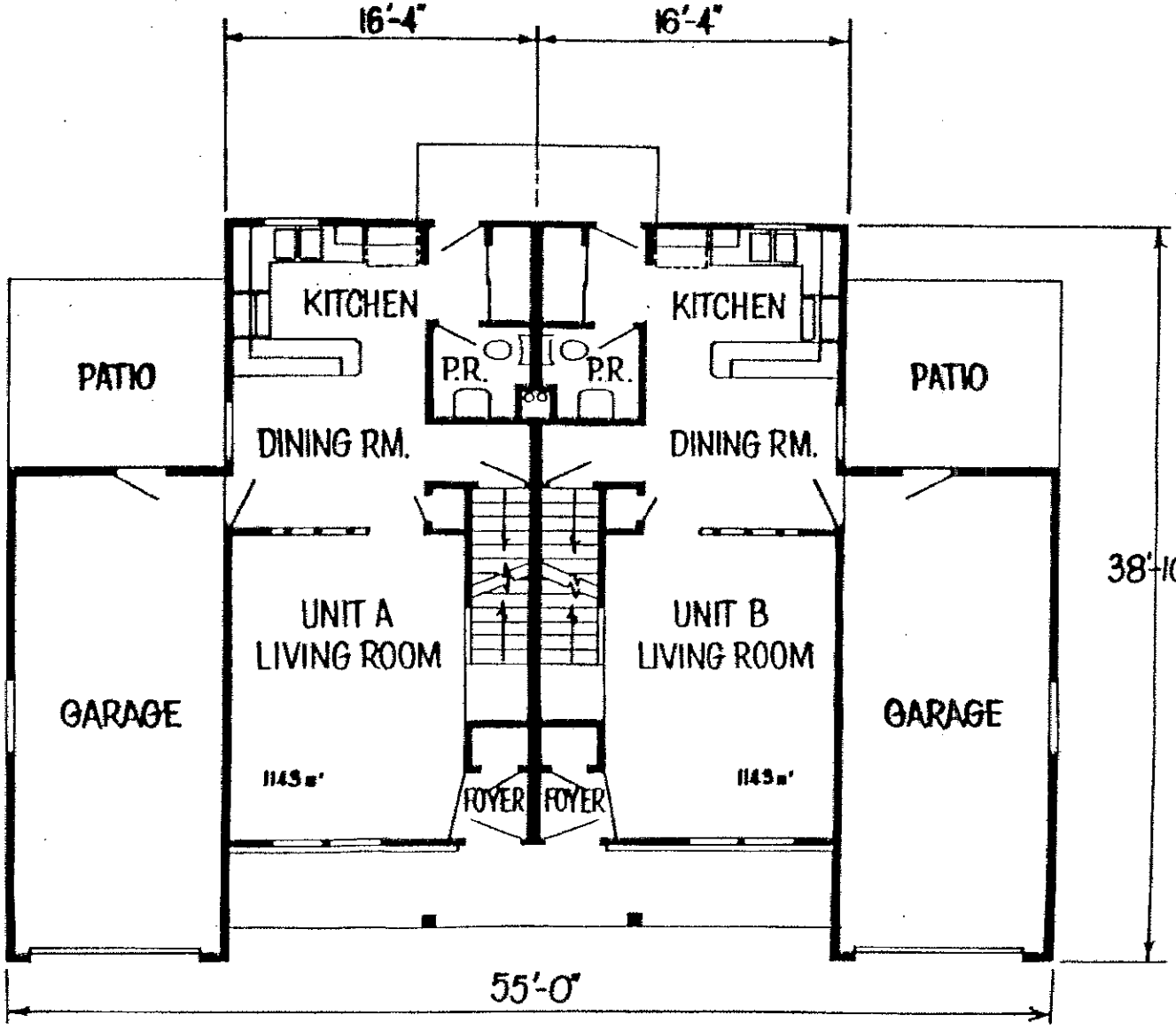


Model #30 — Second Floor Plan

REEL 1601 PAGE 298

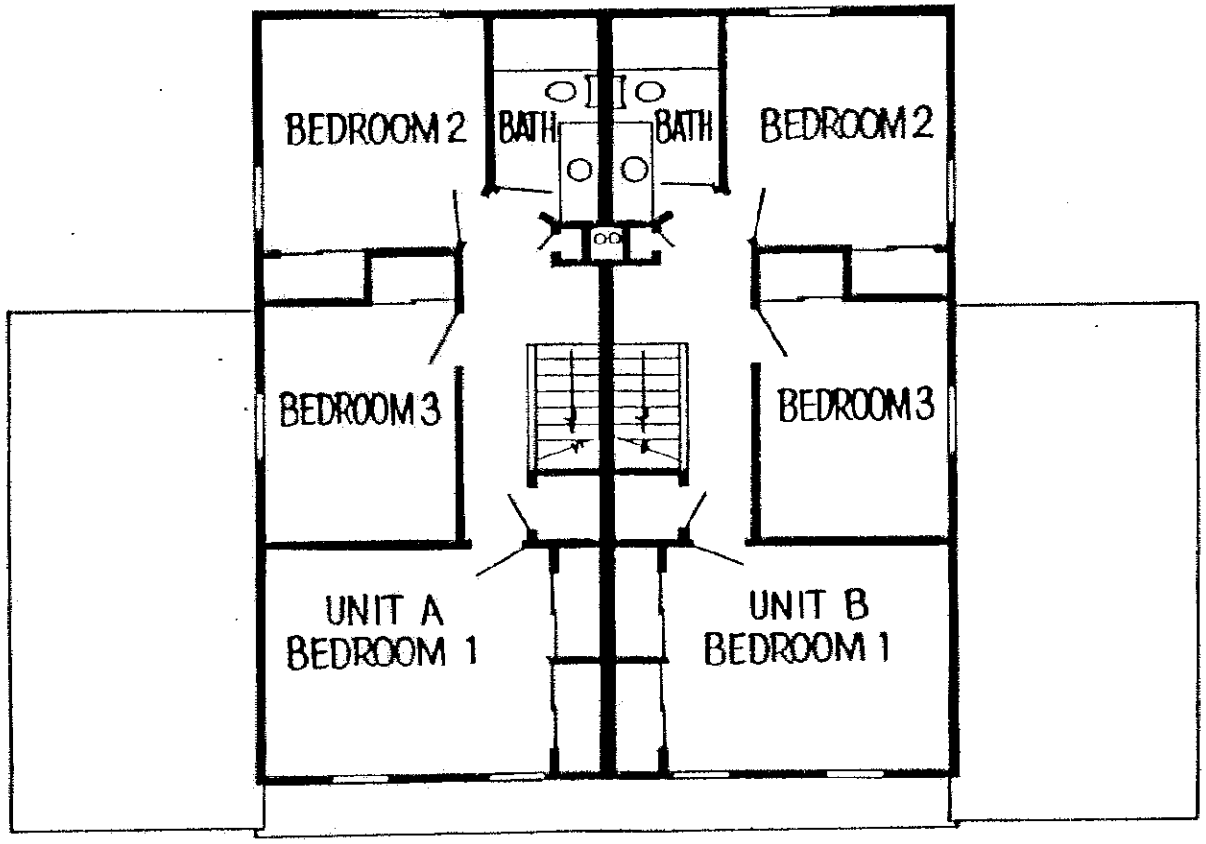


Model #30 — Basement Floor Plan



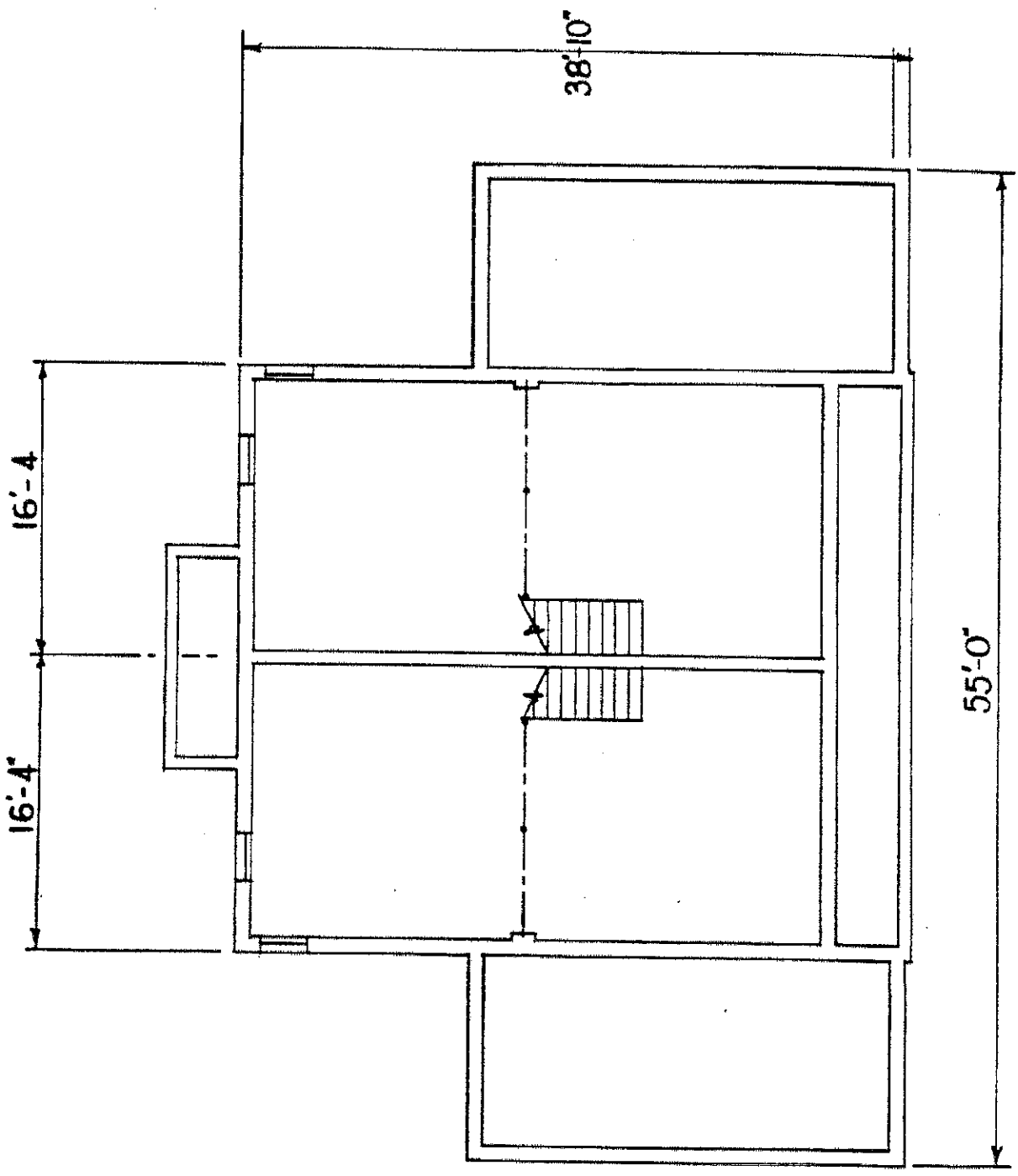
Alternate Model #30 — First Floor Plan

REEL 1691 PG 300



Alternate Model #30 — Second Floor Plan

REEL 1601 PAGE 301



Alternate Model #30 — Basement Floor Plan

DCD

Certified Copy of Resolution

FILE NUMBER 86-1315

Resolution permitting a variation in the type of dwellings to be constructed in Stage 3 of a detailed planned development known as Parkway Village, generally located north of West Bradley Road and east of North Granville Road, in the 15th Aldermanic District.

Whereas, The detailed plan for Stage 3 of a detailed planned development known as Parkway Village was approved by the Common Council on April 14, 1981 under File Nos. 80-1839, a and b and recorded on May 19, 1981 as document No. 5476101; and

Whereas, Said detailed plan provided for the construction of 21 single-family and 25 two-family or duplex structures at specifically designated locations within this development; and

Whereas, The developer has experienced a stronger single-family market and requests a variation in the approved plan that would permit the construction of either a single-family or a two-family structure on the remaining undeveloped sites that are currently designated for two-family construction only; and

Whereas, The requested variation would not adversely affect the overall character or increase the density of this planned development as previously approved; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the requested variation allowing the developer the option of constructing either a single-family or two-family structure on the remaining undeveloped sites previously designated for two-family construction only be and same is hereby granted. *Adopted*

Office of the City Clerk

Milwaukee, Wis.

I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Milwaukee on DEC 16 1986

Ben E. Johnson

City Clerk

FORM CC13

PARKWAY VILLAGE CONDOMINIUM

PHASE IV

THIRD

SUPPLEMENT TO CONDOMINIUM DECLARATION

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REEL 2699 IMAG 1086

6563704

REGISTER'S OFFICE
Milwaukee County, WI } SS
RECORDED AT 3 30 PM
JAN 23 1992
REEL 2699 IMAGE 1086 TO 1095 INCL
REGISTER OF DEEDS

QB011092

PHASE IV

THIRD

SUPPLEMENT

TO

CONDOMINIUM DECLARATION

OF

PARKWAY VILLAGE CONDOMINIUM

RECORD 6563704 28.00

.....

THIS THIRD SUPPLEMENT is made this 13 day of January, 1992 by Deshur Development Corporation (formerly Deshur-Dinkin & Associates, Inc., formerly A. M. Deshur & Associates, Inc.) a Wisconsin Corporation (hereinafter "Declarant") pursuant to the Condominium Declaration for PARKWAY VILLAGE CONDOMINIUM , recorded on May 17, 1974 in the office of the Register of Deeds for Milwaukee County, Wisconsin in Reel 785 Images 2138 and 2181 inclusive as Document No. 4841378, as amended (the "Declaration").

1. Statement of Declaration.

The purpose of this Third Supplement is to annex and submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the condominium form of ownership as a part of PARKWAY VILLAGE CONDOMINIUM in the manner provided by the Declaration.

Declarant hereby declares that it is the owner of the real property described in Section 2 hereof and shown on page 1 of the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon (the "Property"), which are hereby submitted to the condominium form of ownership as a part of PARKWAY VILLAGE CONDOMINIUM , and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of the Declaration for PARKWAY VILLAGE CONDOMINIUM. All provisions hereof and of the Declaration shall be deemed to run with the land described and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

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2. LEGAL DESCRIPTION.

The real estate described hereafter and described as Phase IV in the Condominium Plat attached hereto, together with all buildings and improvements constructed or to be constructed thereon, are hereby annexed to PARKWAY VILLAGE CONDOMINIUM and are subjected to the provisions of the Declaration. The buildings and units constructed or to be constructed on the property are more fully described in the building and floor plans attached hereto as a part of the Condominium Plat, depicting the layout, locations, unit numbers, and approximate dimensions of the buildings and units. The real estate subjected to the provisions of the Declaration hereby is described as follows:

PARKWAY VILLAGE PHASE IV

A part of Parcel 1 of Certified Survey Map No. 1962, being a part of Blocks 1 thru 6, inclusive and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Parkview Estates, being a part of the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Northwest corner of Parcel 1 of Certified Survey Map No. 1962 aforesaid; thence North 89° 58' 47" East along the North line of the South 1/2 of said 1/4 Section 385.62 Ft. to a point;
Thence South 00° 45' 00" East 111.38 FT. to a point;
Thence South 36° 30' 00" East 87.00 FT. to a point;
Thence South 12° 30' 00" East 170.00 FT. to a point;
Thence South 56° 15' 00" East 94.00 FT. to a point;
Thence South 33° 45' 00" West 45.00 FT. to a point;
Thence South 56° 15' 00" East 100.00 FT. to a point;
Thence South 44° 00' 00" East 85.00 FT. to a point;
Thence South 40° 00' 00" East 100.00 FT. to a point;
Thence Due South 88.00 FT. to a point;
Thence South 89° 30' 00" East 170.00 FT. to a point;
Thence South 06° 47' 00" East 338.00 FT. to a point;
Thence South 59° 38' 13" West 47.00 FT. to a point;
Thence North 30° 49' 33" West 137.00 FT. to a point;
Thence South 89° 52' 40" West 227.00 FT. to a point;
Thence North 24° 37' 00" West 266.49 FT. to a point;
Thence South 65° 23' 00" West 350.00 FT. to a point;
Thence Northwesterly 35.00 FT. along the Arc of a Curve whose Center lies to the Southwest whose Radius is 5784.60 FT. and whose Chord bears North 24° 26' 36" West 35.00 FT. to a point;
Thence North 24° 37' 00" West 176.00 FT. to a point;
Thence North 66° 18' 08" East 46.96 FT. to a point;
Thence Northeasterly 131.38 FT. along the Arc of a Curve whose Center is to the South whose Radius is 410.13 FT. and whose Chord bears North 75° 28' 45" East 130.82 FT. to a point of Reverse Curve;

62

Thence Northeasterly 25.06 FT. along the Arc of a Curve whose Center lies to the North whose Radius is 361.22 FT. and whose Chord bears North 82° 40' 06" East 25.06 FT. to a point;
Thence North 11° 32' 40" West 338.74 FT. to a point;
Thence South 89° 58' 47" West 137.00 FT. to a point;
Thence North 25° 02' 14" West 165.59 FT. to a point;
Thence North 04° 12' 06" West 137.09 FT. to the Point of Beginning.

3. Correction of Supplement.

The Second Supplement (Phase III) to the Declaration is hereby corrected to coincide with the actual construction of units in Phase III so that the number of buildings in Phase III is Forty-six (46) and the number of units in Phase III is Forty-eight (48).

4. Effect of Annexation.

By this Third Supplement to the Declaration, Forty-five (45) buildings containing or to contain Forty-five (45) condominium units are annexed and added to PARKWAY VILLAGE CONDOMINIUM, and subjected to the Declaration. All of the provisions, restrictions, covenants, terms and conditions of the Declaration and the Articles of Association and By-Laws of Parkway Village Condominium Association, and such restrictions, rules and regulations as may be promulgated thereunder, shall be applicable to the property and units hereby annexed to the condominium.

By reason of this Third Supplement and the annexation of the Forty-five (45) additional residential units to PARKWAY VILLAGE CONDOMINIUM, as of the effective date hereof, the original Declaration is supplemented in the following respects only:

4.1 *Number of Units.* There are a total of One Hundred Forty-three (143) main residential buildings in PARKWAY VILLAGE CONDOMINIUM, comprising a total of Two Hundred Seventeen (217) residential units.

4.2 *Percentage Interest.* The percentage of the undivided ownership interest in the common areas and facilities and limited common areas appurtenant to each unit and its owner shall be .461%, determined by dividing the number one (1) by the number 217.

5. Effective Date.

The effective date of this Supplement shall be the date it is recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin.

IN WITNESS WHEREOF, this Supplement has been executed by duly authorized officers of Deshur Development Corporation, as of the date first set forth above.

(CORPORATE SEAL)

DESHUR DEVELOPMENT CORPORATION

Attest: _____
Albert M. Deshur
Secretary

By: _____
James E. Deshur
President

NOTARIZATION

Personally came before me this 13th day of JANUARY, 1992 James E. Deshur, President, and Albert M. Deshur, Secretary of the above-named corporation, to me known to be the persons who executed the foregoing instrument, and to me known to be such President and Secretary of said corporation, and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

_____
Judith J. Miller
Notary Public, Milwaukee County, WI
My Commission: 2-16-92

This instrument drafted by
and should be returned to:
David L. Petersen
Quarles & Brady
411 East Wisconsin Avenue
Milwaukee, WI 53202
BOX 218
misc\parphivl

64

DCP.

Certified Copy of Resolution

FILE NUMBER 86-1314

Resolution permitting a variation in the type of dwellings to be constructed in Stage 2 of a detailed planned development known as Parkway Village, generally located north of West Bradley Road and east of North Granville Road, in the 15th Aldermanic District.

Whereas, The detailed plan for Stage 2 of a detailed planned development known as Parkway Village was approved by the Common Council on July 26, 1977 under File Nos. 77-10-e, d, and e and recorded on August 24, 1977 as document No. 5134686; and

Whereas, Said detailed plan provided for the construction of 28 single-family and 16 two-family or duplex structures at specifically designated locations within this development; and

Whereas, The developer has experienced a stronger single-family market and requests a variation in the approved plan that would permit the construction of either a single-family or a two-family structure on the remaining undeveloped sites that are currently designated for two-family construction only; and

Whereas, The requested variation would not adversely affect the overall character or increase the density of this planned development as previously approved; now, therefore, be it

Resolved, By the Common Council of the City of Milwaukee, that the requested variation allowing the developer the option of constructing either a single-family or two-family structure on the remaining undeveloped sites previously designated for two-family construction only be and same is hereby granted. *Adopted*

Office of the City Clerk

Milwaukee, Wis.

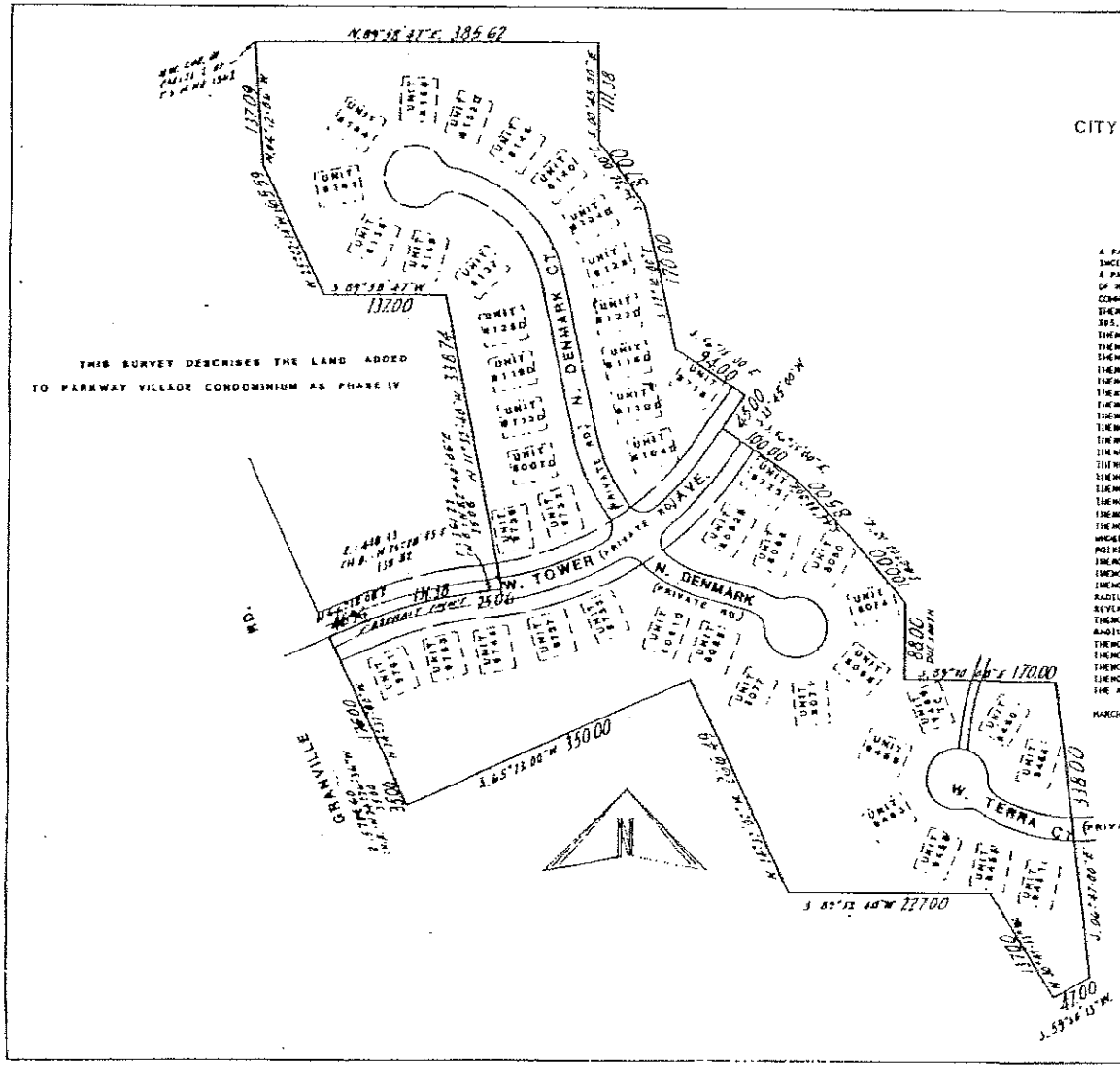
I hereby certify that the foregoing is a copy of a resolution adopted by the Common Council of the City of Milwaukee on

DEC 16 1986

Ben E. Johnson

City Clerk

FORM CC13



CONDOMINIUM PLAT

PARKWAY VILLAGE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

PHASE IV

LEGAL DESCRIPTION

PARKWAY VILLAGE PHASE IV

A PART OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 1842, BEING A PART OF BLOCKS 1 (THRU 8, INCLUSIVE, AND LOTS 1 THRU 17, INCLUSIVE, AND OUTLOT 2 IN BLOCK 2 IN PARKVIEW ESTATES, BEING A PART OF THE SW 1/4 AND THE SE 1/4 OF THE SE 1/4 OF SECTION 8, T 6 N., R 21 E., IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF PARCEL 3 OF CERTIFIED SURVEY MAP NO. 1842 AFORESAID; THENCE NORTH 89° 58' 41" EAST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF SAID 1/4 SECTION 385.62 FT. TO A POINT;
THENCE SOUTH 00° 45' 00" EAST 111.18 FT. TO A POINT;
THENCE SOUTH 36° 30' 00" EAST 87.00 FT. TO A POINT;
THENCE SOUTH 42° 30' 00" EAST 170.00 FT. TO A POINT;
THENCE SOUTH 58° 15' 00" EAST 94.00 FT. TO A POINT;
THENCE SOUTH 39° 45' 00" WEST 45.00 FT. TO A POINT;
THENCE SOUTH 58° 15' 00" EAST 100.00 FT. TO A POINT;
THENCE SOUTH 44° 06' 00" EAST 85.00 FT. TO A POINT;
THENCE SOUTH 49° 00' 00" EAST 100.00 FT. TO A POINT;
THENCE DUE SOUTH 88.00 FT. TO A POINT;
THENCE SOUTH 89° 30' 00" EAST 170.00 FT. TO A POINT;
THENCE SOUTH 00° 47' 00" WEST 338.00 FT. TO A POINT;
THENCE SOUTH 59° 30' 13" WEST 47.00 FT. TO A POINT;
THENCE NORTH 30° 48' 33" WEST 137.00 FT. TO A POINT;
THENCE SOUTH 88° 57' 40" WEST 227.00 FT. TO A POINT;
THENCE NORTH 24° 37' 00" WEST 238.44 FT. TO A POINT;
THENCE SOUTH 85° 23' 00" WEST 350.00 FT. TO A POINT;
THENCE NORTHWESTERLY 25.00 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST WHOSE RADIUS IS 5784.58 FT. AND WHOSE CHORD BEARS NORTH 24° 16' 36" WEST 25.00 FT. TO A POINT;
THENCE NORTH 24° 37' 00" WEST ALONG SAID CENTER LINE 118.88 FT. TO A POINT;
THENCE NORTH 88° 16' 08" EAST 46.86 FT. TO A POINT;
THENCE NORTHEASTERLY 131.38 FT. ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE SOUTH WHOSE RADIUS IS 410.53 FT. AND WHOSE CHORD BEARS NORTH 73° 28' 45" EAST 130.82 FT. TO A POINT OF REVERSE CURVE;
THENCE NORTHEASTERLY 25.04 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH WHOSE RADIUS IS 363.22 FT. AND WHOSE CHORD BEARS NORTH 82° 40' 06" EAST 25.04 FT. TO A POINT;
THENCE NORTH 81° 32' 40" WEST 338.74 FT. TO A PINT;
THENCE SOUTH 88° 58' 47" WEST 131.00 FT. TO A POINT;
THENCE NORTH 25° 02' 14" WEST 165.35 FT. TO A POINT;
THENCE NORTH 04° 12' 04" WEST 117.08 FT. TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8.56 ACRES.

MARCH 18, 1987 SURVEY NO. 153241-B

I, KENNETH E BEAKE, 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 PARKWAY VILLAGE 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 BUILDINGS AND SHELLS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

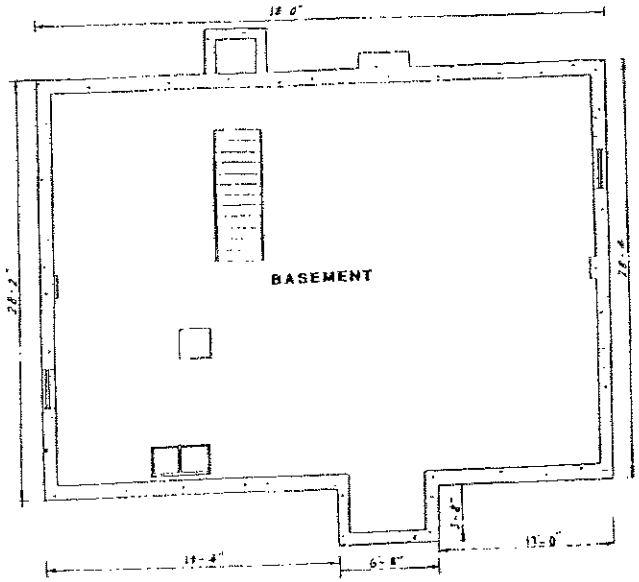
KENNETH E. BEAKE, REGISTERED LAND SURVEYOR S-1611

PARKWAY VILLAGE CONDOMINIUM PHASE IV

CONDOMINIUM PLAT

PARKWAY VILLAGE CONDOMINIUM PHASE IV

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



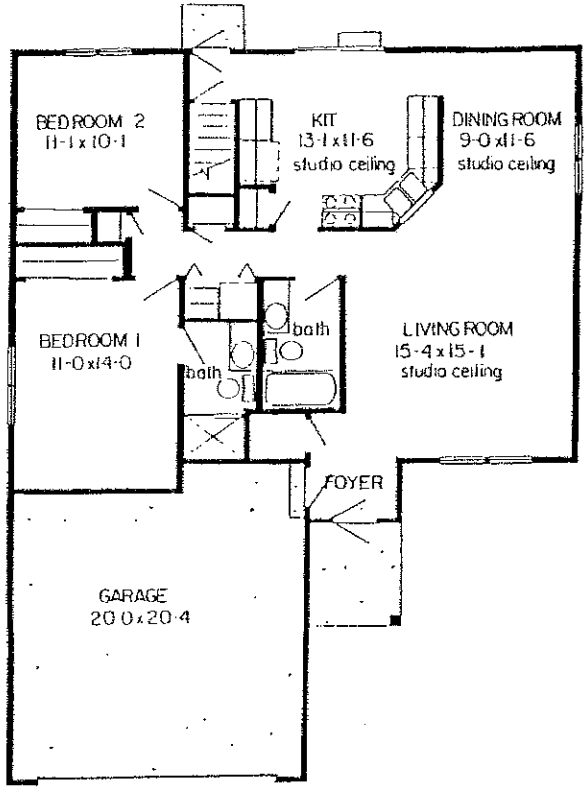
ALL DIMENSIONS SHOWN ARE APPROXIMATE.

MODEL # 35

BASEMENT PLAN

PARKWAY VILLAGE CONDOMINIUM PHASE IV

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



ALL DIMENSIONS SHOWN ARE APPROXIMATE.

MODEL # 35

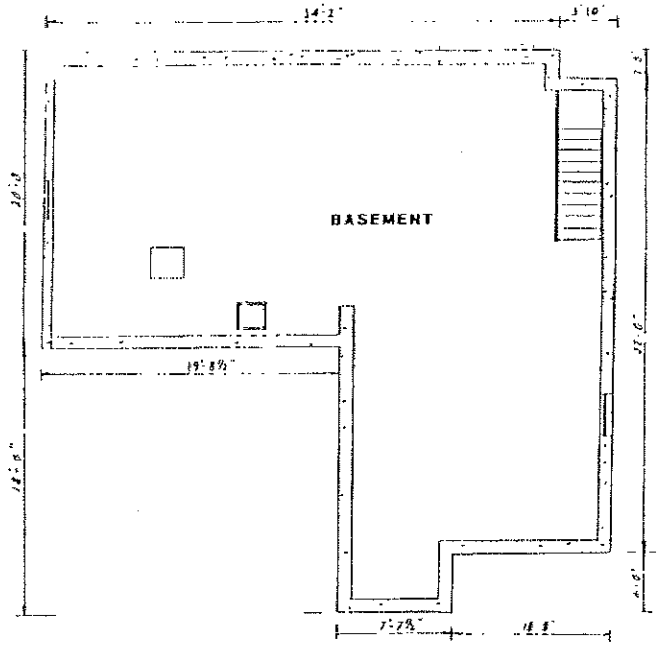
FIRST FLOOR PLAN

PARKWAY VILLAGE CONDOMINIUM PHASE IV
CONDOMINIUM PLAT

REEL 2699 IMAG 1093

PARKWAY VILLAGE CONDOMINIUM PHASE IV

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



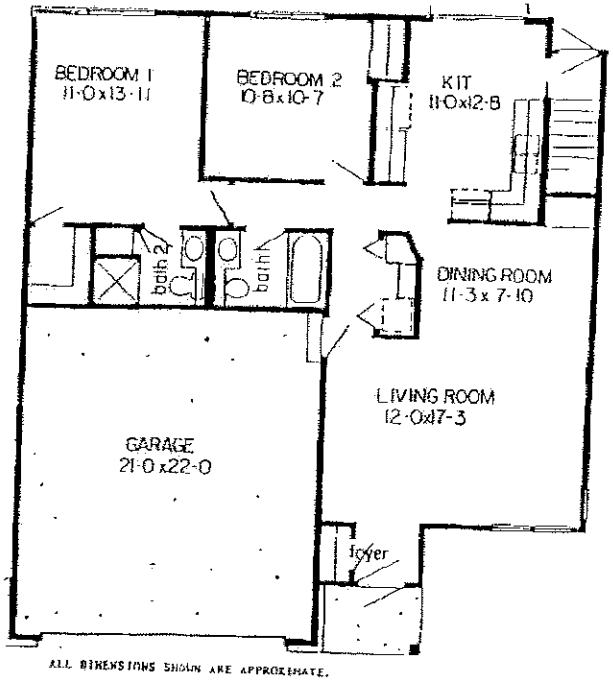
ALL DIMENSIONS SHOWN ARE APPROXIMATE.

MODEL # 40

BASEMENT PLAN

PARKWAY VILLAGE CONDOMINIUM PHASE IV

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.



ALL DIMENSIONS SHOWN ARE APPROXIMATE.

MODEL # 40

FIRST FLOOR PLAN

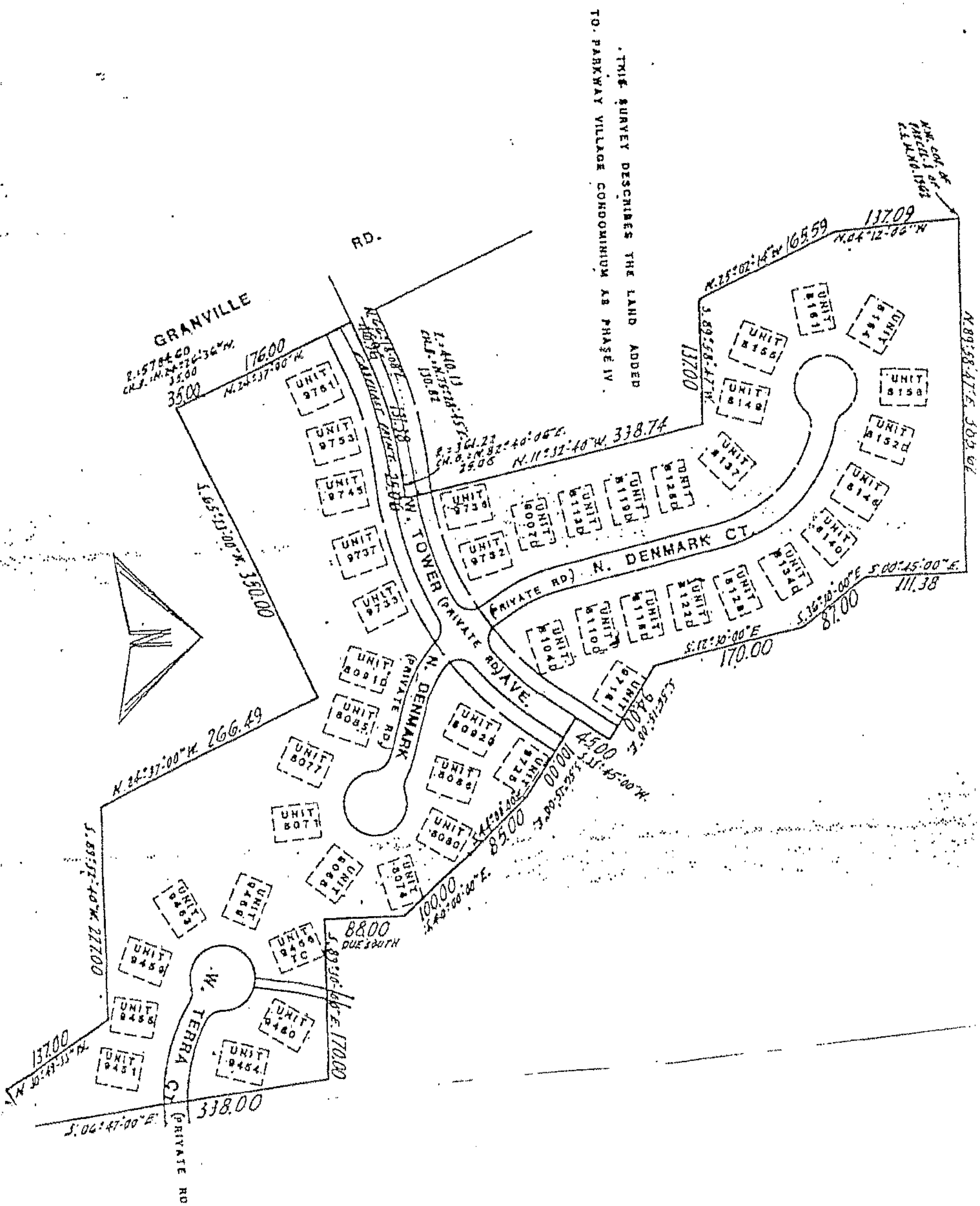
PARKWAY VILLAGE CONDOMINIUM

PHASE IV

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

UNIT NUMBERS, STREET ADDRESSES
and BUILDING TYPES

UNIT NO.	STREET ADDRESS	BUILDING TYPE
9451	9451 W. Terra Ct.	Model No. 35 or No. 40
9455	9455 W. Terra Ct.	"
9459	9459 W. Terra Ct.	"
9463	9463 W. Terra Ct.	"
9469	9469 W. Terra Ct.	"
9454	9454 W. Terra Ct.	"
9460	9460 W. Terra Ct.	"
9466 TC	9466 W. Terra Ct.	"
9725	9725 W. Tower Ave.	"
9733	9733 W. Tower Ave.	"
9737	9737 W. Tower Ave.	"
9745	9745 W. Tower Ave.	"
9753	9753 W. Tower Ave.	"
9761	9761 W. Tower Ave.	"
9718	9718 W. Tower Ave.	"
9732	9732 W. Tower Ave.	"
9736	9736 W. Tower Ave.	"
8068	8068 N. Denmark Ct.	"
8074	8074 N. Denmark Ct.	"
8080	8080 N. Denmark Ct.	"
8086	8086 N. Denmark Ct.	"
8092D	8092 N. Denmark Ct.	"
8104D	8104 N. Denmark Ct.	"
8110D	8110 N. Denmark Ct.	"
8116D	8116 N. Denmark Ct.	"
8122D	8122 N. Denmark Ct.	"
8128	8128 N. Denmark Ct.	"
8134D	8134 N. Denmark Ct.	"
8140	8140 N. Denmark Ct.	"
8146	8146 N. Denmark Ct.	"
8152D	8152 N. Denmark Ct.	"
8158	8158 N. Denmark Ct.	"
8164	8164 N. Denmark Ct.	"
8071	8071 N. Denmark Ct.	"
8077	8077 N. Denmark Ct.	"
8085	8085 N. Denmark Ct.	"
8091B	8091 N. Denmark Ct.	"
8107D	8107 N. Denmark Ct.	"
8113D	8113 N. Denmark Ct.	"
8119D	8119 N. Denmark Ct.	"
8125D	8125 N. Denmark Ct.	"
8137	8137 N. Denmark Ct.	"
8149	8149 N. Denmark Ct.	"
8155	8155 N. Denmark Ct.	"
8161	8161 N. Denmark Ct.	"


THIS SURVEY DESCRIBES THE LAND ADDED TO PARKWAY VILLAGE CONDOMINIUM AS PHASE IV.
GRANVILLE RD.
W. TOWER (PRIVATE RD) AVE.
N. DENMARK CT (PRIVATE RD)
N. DENMARK (PRIVATE RD)
W. TERRA CT (PRIVATE RD)
UNIT 9761
UNIT 9753
UNIT 9745
UNIT 9737
UNIT 9733
UNIT 9736
UNIT 9732
UNIT 8091D
UNIT 8085
UNIT 8077
UNIT 8071
UNIT 8068
UNIT 8074
UNIT 8080
UNIT 8086
UNIT 8092
UNIT 9718
UNIT 9716
UNIT 8104
UNIT 8110
UNIT 8116
UNIT 8122
UNIT 8128
UNIT 8134
UNIT 8140
UNIT 8146
UNIT 8152
UNIT 8158
UNIT 8164
UNIT 8161
UNIT 8155
UNIT 8149
UNIT 8137
UNIT 8125
UNIT 8119
UNIT 8113
UNIT 8107
UNIT 9463
UNIT 9468
UNIT 9469 TC
UNIT 9459
UNIT 9455
UNIT 9451
UNIT 9454
UNIT 9460
176.00
N.24°37'00"W.
35.00
S.65°23'00"W. 350.00
N.24°37'00"W. 266.49
S.89°53'40"W. 227.00
137.00
S.04°47'00"E.
338.00
170.00
88.00 DUE SOUTH
100.00
S.40°00'00"E.
85.00
45.00
S.11°45'00"W.
94.00
170.00
S.12°30'00"E.
87.00
S.36°10'00"E.
111.38
S.00°45'00"E.
N.89°58'47"E. 309.00
137.09
N.04°12'00"W.
165.59
N.25°02'14"W.
137.00
S.89°58'47"W.
338.74
N.11°32'40"W.
N.W. COR. OF PARCEL 1 OF C.S.M. NO. 1563

CONDOMINIUM PLAT

PARKWAY VILLAGE CONDOMINIUM

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN

PHASE IV

LEGAL DESCRIPTION

PARKWAY VILLAGE PHASE IV

A PART OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 1962, BEING A PART OF BLOCKS 1 THRU 6, INCLUSIVE, AND LOTS 1 THRU 17, INCLUSIVE, AND OUTLOT 2 IN BLOCK 7 IN PARKVIEW ESTATES, BEING A PART OF THE SW 1/4 AND THE SE 1/4 OF THE SE 1/4 OF SECTION 8, T 8 N, R 21 E, IN THE CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF PARCEL 1 OF CERTIFIED SURVEY MAP NO. 1962 AFORESAID;
THENCE NORTH 89° 58' 47" EAST ALONG THE NORTH LLILNE OF THE SOUTH 1/2 OF SAID 1/4 SECTION 385.62 FT. TO A POINT;
THENCE SOUTH 00° 45' 00" EAST 111.38 FT. TO A POINT;
THENCE SOUTH 36° 30' 00" EAST 87.00 FT. TO A POINT;
THENCE SOUTH 12° 30' 00" EAST 170.00 FT. TO A POINT;
THENCE SOUTH 58° 15' 00" EAST 94.00 FT. TO A POINT;
THENCE SOUTH 33° 45' 00" WEST 46.00 FT. TO A POINT;
THENCE SOUTH 56° 15' 00" EAST 100.00 FT. TO A POINT;
THENCE SOUTH 44° 00' 00" EAST 85.00 FT. TO A POINT;
THENCE SOUTH 40° 00' 00" EAST 100.00 FT. TO A POINT;
THENCE DUE SOUTH 88.00 FT. TO A POINT;
THENCE SOUTH 89° 30' 00" EAST 170.00 FT. TO A POINT;
THENCE SOUTH 06° 47' 00" WEST 338.00 FT. TO A POINT;
THENCE SOUTH 59° 38' 13" WEST 47.00 FT. TO A POINT;
THENCE NORTH 30° 49' 33" WEST 137.00 FT. TO A POINT;
THENCE SOUTH 89° 52' 40" WEST 227.00 FT. TO A POINT;
THENCE NORTH 24° 37' 00" WEST 266.49 FT. TO A POINT;
THENCE SOUTH 65° 23' 00" WEST 350.00 FT. TO A POINT;
THENCE NORTHWESTERLY 35.00 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE SOUTHWEST WHOSE RADIUS IS 5784.60 FT. AND WHOSE CHORD BEARS NORTH 24° 26' 36" WEST 35.00 FT. TO A POINT;
THENCE NORTH 24° 37' 00" WEST ALONG SAID CENTER LINE 176.88 FT. TO A POINT;
THENCE NORTH 66° 18' 08" EAST 46.96 FT. TO A POINT;
THENCE NORTHEASTERLY 131.38 FT. ALONG THE ARC OF A CURVE WHOSE CENTER IS TO THE SOUTH WHOSE RADIUS IS 410.13 FT. AND WHOSE CHORD BEARS NORTH 75° 28' 45" EAST 130.82 FT. TO A POINT OF REVERSE CURVE;
THENCE NORTHEASTERLY 25.06 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTH WHOSE RADIUS IS 361.22 FT. AND WHOSE CHORD BEARS NORTH 82° 40' 06" EAST 25.06 FT. TO A POINT;
THENCE NORTH 11° 32' 40" WEST 338.74 FT. TO A PINT;
THENCE SOUTH 89° 58' 47" WEST 137.00 FT. TO A POINT;
THENCE NORTH 25° 02' 14" WEST 165.59 FT. TO A POINT;
THENCE NORTH 04° 12' 06" WEST 137.09 FT. TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 9.59 ACRES.

MARCH 19, 1991 SURVEY NO. 153341-S

I, KENNETH E BERKE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPE[illegible] THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES A[illegible] LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UP[illegible] PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF PARKWAY VILLAGE CONDOMINIUM AS P[illegible] AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED IN THIS PLAT. THE UNDE[illegible] SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF DIAGRAMMATIC FLOOR PLANS [illegible] CONDOMINIUM BUILDINGS AND UNITS CONTAINED IN THE PLAT OR THE APPROXIMATE DIMENSIONS [illegible] AREAS THEREOF.

KENNETH E. BERKE, REGISTERED LA[illegible]
SURVEYOR S01[illegible]

JAN 27 '82 10:12 FROM CHICAGO TITLE TO 9463005 PAGE.011/017

PARKWAY VILLAGE CONDOMINIUM

PHASE IV

CITY OF MILWAUKEE, MILWAUKEE COUNTY, WISCONSIN.

UNIT NUMBERS, STREET ADDRESSES and BUILDING TYPES

UNIT NO.	STREET ADDRESS	BUILDING TYPE
9451	9451 W. Terra Ct.	Model No 35 or No. 40
9455	9455 W. Terra Ct.	"
9459	9459 W. Terra Ct.	"
9463	9463 W. Terra Ct.	"
9469	9469 W. Terra Ct.	"
9454	9454 W. Terra Ct.	"
9460	9460 W. Terra Ct.	"
9466 TC	9466 W. Terra Ct.	"
9725	9725 W. Tower Ave.	"
9733	9733 W. Tower Ave.	"
9737	9737 W. Tower Ave.	"
9745	9745 W. Tower Ave.	"
9753	9753 W. Tower Ave.	"
9761	9761 W. Tower Ave.	"
9718	9718 W. Tower Ave.	"
9732	9732 W. Tower Ave.	"
9736	9736 W. Tower Ave.	"
8068	8068 W. Denmark Ct.	"
8074	8074 W. Denmark Ct.	"
8080	8080 W. Denmark Ct.	"
8086	8086 W. Denmark Ct.	"
8092D	8092 W. Denmark Ct.	"
8104D	8104 W. Denmark Ct.	"
8110D	8110 W. Denmark Ct.	"
8116D	8116 W. Denmark Ct.	"
8122D	8122 W. Denmark Ct.	"
8128	8128 W. Denmark Ct.	"
8134D	8134 W. Denmark Ct.	"
8140	8140 W. Denmark Ct.	"
8146	8146 W. Denmark Ct.	"
8152D	8152 W. Denmark Ct.	"
8158	8158 W. Denmark Ct.	"
8164	8164 W. Denmark Ct.	"
8071	8071 W. Denmark Ct.	"
8077	8077 W. Denmark Ct.	"
8083	8083 W. Denmark Ct.	"
8091D	8091 W. Denmark Ct.	"
8103D	8103 W. Denmark Ct.	"
8113D	8113 W. Denmark Ct.	"
8119D	8119 W. Denmark Ct.	"
8125D	8125 W. Denmark Ct.	"
8137	8137 W. Denmark Ct.	"
8149	8149 W. Denmark Ct.	"
8155	8155 W. Denmark Ct.	"
8161	8161 W. Denmark Ct.	"

7616590

Document Number

AMENDMENT TO DECLARATION OF CONDOMINIUM

Document Title

REEL 4415 IMAG 974

REGISTER'S OFFICE
Milwaukee County, WI
RECORDED AT 11:25 AM

OCT 15 1998 974 TO 979

REEL 4415 IMAGE INCL.

REGISTER OF DEEDS

Recording Area

Name and Return Address

HERSH & GRODSKY, ATTYS 10555
N PORT WASHINGTON RD
MEQUON WI 53092
R.O.D #202

See Attached

Parcel Identification Number (PIN)

7616590 #
RECORD 20.00

THIS PAGE IS PART OF THIS LEGAL DOCUMENT-DO NOT REMOVE

This information must be completed by submitter: document title, name & return address, and PIN (if required). Other information such as the granting clauses, legal description, etc. may be placed on this first page of the document or may be placed on additional pages of the document. Note: Use of this cover page adds one page to your document and $2.00 to the recording fee. Wisconsin Statutes, 59.517. WRDA 2/96

20 00

AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE
PARKWAY VILLAGE CONDOMINIUMS

The Parkway Village Condominium which is located at:

See Legal Description Attached Hereto

By a 82.95% written consent of the Unit Owners of the Parkway Village Condominium, pursuant to Section 21 of the Declaration of Condominium, the following language was added to the Condominium Declaration:

All Units shall be occupied by the Unit Owner and the Unit Owners' family only. Family shall mean children, spouses, parents and siblings.

All references to "lessees" in Section 12 of the Declaration or any other Section thereof and in Article VI of the By-laws or any other Articles thereof is deleted.

The undersigned do hereby certify that, in fact, the Declaration was amended as stated above by more than the required three-fourths (3/4) votes of all Unit Owners entitled to vote and as a matter of fact was approved by 82.95% of all votes entitled to be cast by the Unit Owners of the Parkway Village Condominium.

Dated at Milwaukee, Wisconsin this 2nd day of October, 1998.

PARKWAY VILLAGE CONDOMINIUM

By: Pauline Bickel
Pauline Bickel, President

Countersigned

By: Georgia Yanicke
Georgia Yanicke, Secretary

ACKNOWLEDGE

STATE OF WISCONSIN)
)
MILWAUKEE COUNTY)

Personally cam before me this 2nd day of October, 1998, the above named Pauline Bickel and Georgia Yanicke to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Tammie Clark
Notary Public, State of Wisconsin
My Commission 4-2-2000

NOTARY PUBLIC TAMMIE CLARK STATE OF WISCONSIN

This instrument was drafted by
Morton M. Grodsky, Attorney at La

PHASE ONE Parcel I

That part of Parcel One of Certified Survey Map No. 1962, being part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at a point on the Easterly line of North Granville Road, said point being the Northwest corner of said Parcel I; thence North 89° 58' 47" East 304.88 ft. to a point; thence South 11° 32' 40" East 393.81 ft. to a point; thence South 65° 23' 00" West 187.20 ft. to a point; thence North 24° 37' 00" West 406.13 ft. to a point; thence Northwesterly 104.38 ft. along the arc of a curve whose center lies to the West whose radius is 5784.60 ft. and whose chord bears North 25° 08' 01" West 104.38 ft. to the point of beginning. The above described parcel contains 2.443 acres of land, more or less.

PHASE ONE Parcel Two

That part of Parcel I of Certified Survey Map No. 1962, being part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at the Southeast corner of said Parcel I; thence South 89° 52' 40" West 776.90 ft. to a point; thence North 00° 07' 20" West 247.51 ft. to a point; thence North 24° 37' 00" West 70.00 ft. to a point; thence North 89° 52' 40" East 227.00 ft. to a point; thence South 30° 49' 33" East 137.00 ft. to a point; thence North 59° 38' 13" East 178.00 ft. to a point; thence South 88° 30' 50" East 133.00 ft. to a point; thence North 01° 29' 10" East 22.00 ft. to a point; thence South 88° 30' 50" East 230.00 ft. to a point; thence South 01° 29' 10" West 294.98 ft. to the point of beginning. The above described parcel of land contains 5.090 acres of land, more or less.

PHASE TWO

That part of Parcel I of Certified Survey Map No. 1962, being part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at the Southeast corner of said Parcel 1; thence North 01° 29' 10" East 294.98 ft. to the point of beginning of the lands to be described; thence North 28° 15' 36" East 554.00 ft. to a point; thence South 89° 35' 36" West 530.00 ft. to a point; thence North 02° 30' 00" West 145.00 ft. to a point; thence North 28° 40' 00" West 45.00 ft. to a point; thence South 89° 58' 47" West 212.00 ft. to a point; thence South 02° 00' 00" East 251.00 ft. to a point; thence South 45° 45' 39" West 334.44 ft. to a point; thence South 61° 00' 00" West 140.00 ft. to a point; thence South 24° 37' 00" East 112.00 ft. to a point; thence North 89° 52' 40" East 227.00 ft. to a point; thence South 30° 49' 33" East 137.00 ft. to a point; thence North 59° 38' 13" East 178.00 ft. to a point; thence South 88° 30' 50" East 133.00 ft. to a point; thence North 01° 29' 10" East 22.00 ft. to a point; thence South 88° 30' 50" East 230.00 ft. to the point of beginning. The above described parcel of land contains 10.2236 acres of land, more or less.

PHASE THREE

That part of Parcel I of Certified Survey Map No. 1962, being part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot

2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Commencing at the Southeast corner of said Parcel 1; thence North 01° 29' 10" East 294.98 ft. to a point; thence North 28° 15' 36" East 554.00 ft. to the point of beginning of the land to be described; thence South 89° 35' 36" West 530.00 ft. to a point; thence North 02° 30' 00" West 145.00 ft. to a point; thence North 28° 40' 00" West 45.00 ft. to a point; thence South 89° 58' 47" West 212.00 ft. to a point; thence South 02° 00' 00" East 61.00 ft. to a point; thence South 88° 00' 00" West 73.35 ft. to a point; thence Southwesterly 117.54 ft. along the arc of a curve whose center lies to the South whose radius is 237.70 ft. and whose chord bears South 73° 50' 00" West 116.35 ft. to a point; thence South 59° 40' 00" West 66.46 ft. to a point; thence North 30° 00' 00" West 210.00 ft. to a point; thence North 54° 00' 00" West 122.00 ft. to a point; thence North 00° 01' 13" West 184.00 ft. to a point; thence North 89° 58' 47" East 1339.93 ft. to a point; thence South 09° 02' 36" East 308.67 ft. to a point; thence South 89° 52' 40" West 75.54 ft. to a point; thence South 28° 15' 36" West 208.99 ft. to the point of beginning. The above described parcel of land contains 9.2502 acres of land, more or less.

PHASE FOUR

That part of Parcel I of Certified Survey Map No. 1962, being a part of Blocks 1 thru 6, inclusive, and Lots 1 thru 17, inclusive, and Outlot 2 in Block 7 in Park View Estates, being in the SW 1/4 and the SE 1/4 of the SE 1/4 of Section 8, T 8 N, R 21 E, in the City of Milwaukee, Milwaukee County, Wisconsin, which is bounded and described as follows: Beginning at the Northwesterly corner of Parcel 2 in said Certified Survey Map No. 1962; thence North 65° 23' 00" East 350.00 ft. to a point; thence South 24° 37' 00" East 154.49 ft. to a point; thence North 61° 00' 00" East 140.00 ft. to a point; thence North 45° 45' 39" East 334.44 ft. to a point; thence North 02° 00' 00" West 190.00 ft. to a point;

thence South 88° 00' 00" West 73.35 ft. to a point; thence Southwesterly 117.54 ft. along the arc of a curve whose center lies to the South whose radius is 237.70 ft. and whose chord bears South 73° 50' 00" West 116.35 ft. to a point; thence South 59° 40' 00" West 66.46 ft. to a point; thence North 30° 00' 00" West 210.00 ft. to a point; thence North 54° 00' 00" West 122.00 ft. to a point; thence No th 00° 01' 13" West 184.00 ft. to a point; thenc South 89° 58' 47" West 470.00 ft. to a poin , thence South 04° 12' 06" East 137.09 ft. to a point; thence South 25° 02' 14" East 165.59 ft. to a point; thence North 89° 58' 47" East 137.00 ft. to a point; thence South 11° 32' 40" East 393.81 ft. to a point; thence South 65° 23' 00" West 187.20 ft. to a point; thence South 24° 37' 00" East 91.22 ft. to a point; thence Southeasterly 35.00 ft. along the arc of a curve, whose center lies to the West whose radius is 5784.60 ft. and whose chord bears South 24° 26' 36" East 35.00 ft. to the point of beginning. The above described parcel of land contains 9.7502 acres of land, more or less.

PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION C

ARTICLES OF INCORPORATION

ARTICLES OF ASSOCIATION

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ARTICLES OF ASSOCIATION

OF

PARKWAY VILLAGE CONDOMINIUM ASSOCIATION

ARTICLE I

Name

The name of the Association shall be PARKWAY VILLAGE CONDOMINIUM ASSOCIATION.

ARTICLE II

Period of Existence

The period of existence of the Association shall be perpetual.

ARTICLE III

Purposes

The purposes for which this Association is organized are as follows:

(a) To serve as an association of unit owners who own real estate and improvements under the condominium form of use and ownership (such real estate and improvements hereinafter sometimes referred to as "condominium property"), as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Condominium Declaration for Parkway Village Condominium, as recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter referred to as "Declaration");

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the

condominium property in accordance with the Unit Ownership Act and the Declaration; and

(c) To engage in any lawful activity permitted under the laws of the State of Wisconsin, subject to the provisions of the Unit Ownership Act and the Declaration.

ARTICLE IV

Powers

The Association shall have all of the powers enumerated or contemplated under the Unit Ownership Act, the Declaration, and the By-Laws, including without limitation, the following:

(a) To exercise exclusive management and control of the common areas and facilities and limited common areas described and set forth in the Declaration;

(b) To hire, engage or employ and discharge such persons or entities as it may deem necessary or advisable to assist in the management of its affairs or to properly effectuate the duties and responsibilities of the Association as set forth in the Declaration;

(c) To maintain, repair, replace, reconstruct, operate and protect the common areas and facilities and limited common areas as set forth in the Declaration;

(d) To determine, levy and collect assessments against the unit owners and use the proceeds thereof in the exercise of its powers and duties, including without limitation, the payment of operating expenses of the Association and the common expenses relating to the maintenance, repair, replacement, reconstruction, operation and protection of the common areas and facilities and limited common areas as described and set forth in the Declaration;

(e) To enter into contracts on behalf of the unit owners and act as agent of the unit owners, with regard to, among other things, common services as required for each unit, utilities, and such other matters as may be determined by the members of the Association;

(f) To purchase insurance on the condominium property and insurance for the benefit of the Association and its members as set forth in the Declaration;

(g) To make and amend By-Laws and reasonable regulations governing, among other things, the use and operation of the condominium property in the manner provided by the Declaration;

(h) To enforce by legal means the provisions of the Unit Ownership Act, the Declaration, the By-Laws and any rules and regulations governing the use and operation of the condominium property;

(i) To acquire and hold title to units for the benefit of the unit owners pursuant to the right of first refusal, or otherwise, as set forth in the Declaration and to sell, lease, mortgage, vote the votes appurtenant to, and otherwise deal with said units so acquired for the benefit of all unit owners as set forth in the Declaration;

(j) To establish and maintain one or more bank accounts for deposit and withdrawal of the funds of the Association; and

(k) To do all things necessary or convenient to effectuate the purposes of this Association and the Declaration.

ARTICLE V

Members

The Association shall have two classes of voting membership as follows:

1. Class A -- Class A members shall be all unit owners, with the initial exception of the Declarant, and shall have one vote for each unit owned;

2. Class B -- Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership.

The Declarant shall be entitled to reinstatement as a Class B member of the Association at the time of each annexation to the condominium as provided in section 22 of the Declaration. In such event, Declarant shall be entitled to all of the rights and privileges of Class B membership, including three votes for each unit owned by it. Each such reinstatement of Class B membership shall terminate when the total votes outstanding in Class A membership again equal or exceed the total votes outstanding in Class B membership. The respective rights and qualifications of the two classes of members are as set forth in the By-Laws of the Association.

ARTICLE VI

Principal Office and Registered Agent

The location of the initial principal office of the Association shall be 7600 West Hampton Avenue, Milwaukee, Wisconsin 53218, and the person to receive service of process on behalf of the Association shall be JAMES E. DESHUR.

ARTICLE VII

Directors

The number of directors of the Association shall be fixed in the By-Laws, but shall not be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the By-Laws.

The number of directors constituting the initial Board of Directors shall be three, and the names and addresses of the initial directors are:

Albert M. Deshur
7600 West Hampton Avenue
Milwaukee, Wisconsin 53218

Perry I. Dinkin
7600 West Hampton Avenue
Milwaukee, Wisconsin 53218

James E. Deshur
7600 West Hampton Avenue
Milwaukee, Wisconsin 53218

ARTICLE VIII

Officers

The principal officers of the Association shall be a President, a Vice President, a Secretary, and a Treasurer. The officers shall be elected, appointed or removed in the manner provided by the By-Laws, and shall have and exercise the powers and duties assigned in the By-Laws.

ARTICLE IX

Dividends and Dissolution

No dividend or monetary benefit shall ever be paid to members of the Association, and no part of the assets or surplus of the Association shall be distributed to its members, directors, or officers, except upon removal of Parkway Village Condominium from the provisions of Chapter 703 of the Wisconsin Statutes and dissolution of the Association. The Association may pay compensation in reasonable amounts to employees, members, directors, or officers for services rendered, except as limited in the By-Laws, and may confer benefits upon its members in conformity with its purposes.

In the event of dissolution of the Association, all of its assets, after payment of its liabilities, shall be distributed to the members of the Association in accordance with their undivided percentage interest in the common areas of the condominium.

ARTICLE X

Amendment

These Articles may be altered, amended or repealed and new Articles may be adopted by the members of the Association, at any meeting called for such purpose, by the affirmative vote of seventy-five percent (75%) of all the votes entitled to be cast. No amendment shall alter or abrogate the rights of the Declarant, A. M. Deshur & Associates, Inc., as contained in these Articles.

IN WITNESS WHEREOF, the undersigned A. M. Deshur & Associates, Inc. has adopted and approved these Articles of Association as and for the Articles of Association for Parkway Village Condominium Association, and has caused these presents to be signed by its duly authorized officers this_____day of_____, 1973.

CORPORATE SEAL

A. M. DESHUR & ASSOCIATES, INC.

ATTEST:

_____
Secretary

By_____
President

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PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION D

BY LAWS

PARKWAY VILLAGE

BY-LAWS

OF THE

PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

Revised 6/9/01

BY-LAWS
OF THE
PARKWAY VILLAGE CONDOMINIUM ASSOCIATION

Revised By-laws in effective 6/9/01

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BY-LAWS
OF THE
PARWAY VILLAGE CONODOMINIUM ASSOCIATION

ARTICLE I

Name and Purpose.

1) Name and Purpose.

   a) Pursuant to the Articles of the Association of Parkway Village Condominium Association and the Condominium Declaration for Parkway Village Condominium Association recorded in the office of the Register of Deeds for Milwaukee County, Wisconsin (hereinafter called "Declaration"). The following are adopted as the By-laws of Parkway Village Condominium Association (hereinafter referred to as the "Association") which is formed and organized to serve as an Association of Unit Owners who own real estate and improvements (hereinafter "the Property") under the condominium form of use and ownership, as provided in the "Condominium Ownership Act" under the Statutes of the State of Wisconsin, Chapter 703, and subject to the terms and conditions of the Declaration. These by-laws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II
Members.
Voting.
Quorum and Proxies for Members Meetings.
Time, Place, Notices and Calling of Membership Meeting.
The Semi-Annual Meeting.
Time, Place, Notices and Calling Special Meetings.
Rules of Conduct.

1) Members. The Association membership shall consist of all unit owners. Every unit owner, upon acquiring title to a unit or holding a purchaser's interest to a unit under a recorded land contract under the terms of the Declaration, shall automatically become a member of the Association and shall remain a member until such time as ownership of a unit ceases for any reason. Only one owner shall be eligible to vote on behalf of the unit membership at annual and special meetings.

a) Transfers of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall be given written notice of such transfer, including the name of the new owner/owners, identification of unit, date of transfer, and any other information about the transfer, which the Association may deem pertinent and the Association shall make appropriate changes to the roster of unit owners, pursuant of Wis. Stats. Section 703.15(4), effective as of the date of transfer.

2) Voting.

a) Only one (1) owner shall be entitled to cast a vote or submit a proxy. No unit owner of the Association who is default in payment of the common expense assessment shall be entitled to vote at any regular or special meeting of the members of the Association. In cases of multiple owners of a unit, if one owner is in default, all owners are in default and are excluded from voting. A cash payment of all arrears may be made to the Treasurer at the start of a meeting.

3) Quorum and Proxies for Members Meetings.

a) A quorum for members meetings shall consist of one-third (1/3) of the members eligible to cast a vote. Votes may be cast in person or by proxy. The act of one-third (1/3) of the members eligible to vote who are present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. If a quorum is not present, there shall be no meeting.

4) Time, Place, Notice and Calling of Membership Meeting.

a) Written notice of meetings stating the time and place and the purpose for which the meeting is called shall be given by the President or Secretary to each member at the address as it appears on the Membership List of the Association and shall be mailed or personally delivered not less than fourteen (14) days nor more than thirty (30) days prior to the date of the meeting. Meetings shall be held at such time and place as may be designated by the Board of Directors.

5) The Semi-Annual Meetings.

a) The first Semi-Annual meeting shall be held on the second week in May of each year for the purpose of electing directors, hearing and acting upon report and recommendations if any from the Committee Chairperson, and of any other business authorized to be transacted by the members. The second Semi-Annual meeting shall be held on the second week of December of each year for the purpose of presenting the annual budget and of any other business authorized to be transacted by the members.

6) Time, Place, Notice and Calling Special Meetings.

a) Special meetings of the members shall be held, with fourteen (14) days prior notice, whenever called by (1) the President, by (2) any two members of the Board of Directors, or by (3) a written request from one-third (1/3) of the membership eligible to vote, or in the event of a complaint against a Board member.

7) Rules of Conduct.

a) All meetings by and for the Association shall be conducted in accordance with current Roberts Rules of Order.

ARTICLE III
BOARD OF DIRECTORS

Number and qualification of Directors.
Powers and duties of the Board of Directors.
Powers and duties of the President, Vice President, Secretary and Treasurer.
Removal of a Director of Office.
Meetings and Notices.
Notification of Intended Absence or Waiver of Meeting.
Quorum of Directors-Adjournments.
Fidelity Bonds.

1) Number and qualifications of Directors.

a) The Board of Directors shall consist of nine (9) members to serve as follows: President, Vice President, Secretary, Treasurer and five (5) members to serve as Standing Committee Chairpersons. All Officers and Chairpersons shall be Directors and shall be governed accordingly. All persons elected to the Board of Directors must be owners/members in good standing and current in the regular and special assessments and they must remain so during their term in Office.

b) All Directors leaving office for any reason must turn over all records, books, documents and materials of any kind belonging to the Condominium Association to the senior ranking Board Officer or the Managing Agent within five (5) days of leaving office.

c) Directors shall serve without compensations of any kind (i.e. monies, tangible and /or intangible property or services).

d) All Co-chairs shall share one (1) position and a single vote. Where co-owners are elected to two (2) separate positions each shall have the vote of the office.

2) Powers and duties of the Board of Directors.

a) The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors, and they shall be exercised in accordance with the provisions of Wis. Stats. Chapter 703 governing Condominiums, the Declaration, and these By-laws. The Board of Directors shall have the authority to contract for management services with respect to the administration and operation of the Parkway Village Condominium Association.

3) Powers and duties of the President.

a) The President shall preside at all Executive Board and Membership Meetings.

b) The President shall be authorized to act on emergency and/or urgent business on behalf of the Association. The President is required to give a complete report of the situation and the action taken at the next regular scheduled Board Meeting.

c) The President and/or a designated Alternate Director shall be the only liaison officers between the Association, Management Agency or attorney.

d) A Parliamentarian shall be appointed by the President and approved by the Board. This shall be a non voting, non paying position and shall only advise on Parliamentary Procedures, based on current Roberts Rules of Order. (A member of the Board acting as Parliamentarian does not lose his or her vote, except on the matter on which they are ruling.)

e) The President shall select three (3) members from the membership to assist the Secretary in the counting of votes at all elections.

f) The President is ex-officio on all committees, and/or may appoint a representative to a committee.

g) The President and such other designated board members shall have the power to sign any contracts, checks, drafts or other instruments on behalf of the Association, with the approval of the Board of Directors. There shall be three (3) signers on all accounts, both Reserve and Operating accounts. Such signers must be Board Members. Bank checks shall require two (2) of three (3) authorized signatures.

4) Powers of the Vice President.

a) The Vice President shall take the place of the President and perform the duties and obligations of the President whenever the President is absent or unable to act. If both the President and the Vice President are unable to act or are absent, the Board of Directors shall appoint a member of the Board to preside on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

5) Powers and duties of the Secretary.

a) The secretary shall keep the minutes of all meetings of the Board of Directors and of the Membership and have a signed copy of all minutes available in the Association Archives. In cooperation with the Management Agent, the Secretary shall maintain a record of the Association's secretarial records and maintain an accurate membership list. The Secretary shall, with the assistance of no less than three (3) volunteers who are not members of the Board of Directors or candidates, count votes at all elections of the Association.

6) Powers and duties of the Treasurer.

a) The Treasurer shall audit all monthly statements of the Association budget reports, accounts of all receipts, disbursements, financial records and books of account on behalf of the Association. The Treasurer shall be available to the Finance and Audit Committees to provide them the needed records to do their jobs. The Treasurer along with another Executive Board Member shall be responsible for all cash disbursements from the reserve fund.

7) Removal of a Director of Office.

a) A Director(s) may be removed from the Board of Directors ONLY "with cause" and ONLY after completion of the following procedure: A complaint listing the "cause" with substantiating evidence must be presented to the Secretary of the Board of Directors by the person(s) requesting the removal. The Complaint if found valid will be the subject of a Special Membership Meeting called by the Board with the usual fourteen (14) day notice to the membership, to render a decision. This decision by the Membership will be final. A Director elected by the Membership can only be removed from office by the Membership, in accordance with quorum and proxies of the Membership.

8) Meetings and Notices.

a) Meetings of the Board of Directors may be called by the President or by two (2) Directors on three (3) days prior notice to each Director, given personally or by mail. The notice shall state the date, time, place and purpose of the meeting. Only business identified in the meeting notice shall be discussed.

9) Notification of Intended Absence or Waiver of Meeting.

a) A Director shall notify the Secretary and/or the Management Agent's office prior to a meeting of any impending absence, or waiver of meeting.

10) Quorum of Directors-Adjournments.

a) At all meetings the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. No business is conducted if a quorum is not present.

11) Fidelity Bonds.

a) The Board of Directors may require that some or all officers and/or employees of the Association handling or responsible for Association funds and/or property shall furnish adequate fidelity bonds. The premiums on any such bonds shall be paid for by the Association for the Board of Directors.

ARTICLE IV
BOARD MEMBERS
Designation and Elections.
Appointed Committees.

1) Designation and Elections.

a) All members of the Board of Directors shall be elected by the unit owners. Nominations for the Board of Directors may be made from the floor by any member in good standing. A person may not nominate themselves. The Board of Directors shall elect the officers from among the members of the Board of Directors.

b) The term of office for all Directors shall be three (3) years and will expire at the appropriate May Semi-Annual Meeting.

2) Appointed Committees.

a) Committees are appointed and served at the request and under the control of the Board of Directors.

b) Board Meetings will be open to owners. Owners shall sign a request to speak and the subject of concern. All discussion shall be addressed to the Board Chairperson and limited to approximately three (3) minutes. Board Members and the Management Agent will only speak at the request of the Chairperson on the subject matter. (After completion of the Association's business, and time permitting, a question and answer session of owner concerns may take place.)

ARTICLE V
OPERATION OF THE PROPERTY
The Association.
Rules and Regulations.
Annual Budget.
Funds.
Reserve Funds.
Construction Liens.
Common Expenses.
Default.
Procedure for Collecting Default Amounts.

1) The Association.

a) The Association acting through the Board of Directors, shall be responsible for administration and operation of the Condominium property, in accordance with the Unit Ownership Act, the Declaration, the Articles of Association, and these By-laws. The Association may contract for management services and a managing agent with respect to the administration and operation of the Condominium. The Managing Agent shall cooperate promptly with the Board of Directors and the owners in conducting the business of the Association.

2) Rules and Regulations.

a) The Association, through the Board of Directors shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units and the common areas and facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration and shall be designed to prevent unreasonable interference by person entitled thereto. The Association members, their lessees or guest, and any occupants of the units shall conform to and abide by all such rules and regulation. The Association, through its Board of Directors, shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be amended by a majority vote of the Board of Directors.

3) Annual Budget.

a) The Board of Directors, in cooperation with, but not limited to the Management Agent, shall prepare an annual operating budget for the Association. At the December Semi-Annual Meeting, the Board of Directors shall present the Annual Budget for the ensuing fiscal year. A copy of the budget, meeting notice and proxy, shall be distributed to each designated voting member at least fourteen (14) days prior to the December Semi-Annual Meeting.

b) The Annual Budget and charges per unit shall not be revised downward to appoint lower than average total budget and assessments for the preceding five (5) years.

c) Upon approval of the proposed budget by the Board of Directors at the December Semi-Annual Meeting, the Board shall advise all members of the Association in writing by mail of the amount of the common assessment payable on behalf of each

unit and shall furnish a copy of the approved new budget on which such common assessments are based.

d) The amounts required by the budget shall be assessed against the units and allocated among the members of the Association according to their respective percentages of ownership as set forth in the Declaration. Common charges shall be paid monthly, as set forth below.

e) The Association shall not borrow money, acquire or convey real estate property except as specified in this document and only upon an affirmative vote of two-thirds (2/3) of all eligible votes.

4) Funds. The budget shall provide for two funds, one of which shall be designated the "Operating Fund" and the other the "Reserve Fund".

a) Operating Fund. The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the common areas (lawn care and snow removal, etc.), management services, insurance and liability costs, common services, administration, materials and supplies.

b) Assessment and/or Fund Raising. If the Association incurs extraordinary expenditures not originally included in the annual budget, such sums as may be required, in addition to the operating fund, shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the Directors shall approve a special assessment. Such an assessment shall be charged to each owner in proportion to the ownership interest as set forth in the Declaration. Fund raising event(s) may be held to take the place of an assessment.

5) Reserve Funds.

a) The reserve fund shall be maintained to use for contingencies and periodic expenses such as painting and/or renovation and for extraordinary expenditures not originally included in the annual budget. The Association shall not purchase or lease any unit. No reserve funds shall be applied to the Association's exercise of its right of first refusal on any unit as specified in the Declaration. The Directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair, plus any cost of collection, plus interest at the rate of ten (10) percent, plus prime rate per month, shall be specially assessed to the unit owner responsible.

6) Construction Liens.

a) Construction or material liens arising as a result of repairs to or improvements of a unit by a unit owner shall be a lien only against the unit. Construction or material liens arising as a result of repairs to or improvements of common areas, if authorized in writing by the Association, shall be paid by the Association as a common expense and until paid shall be a lien against each unit in proportion to its percentage interest in the common areas. Any unit owner directed work, which results in a lien filed

against any portion of the Condominium other than such owner's unit, shall be promptly discharged or bonded over by the responsible unit owner. A unit owner's failure to so bond over or otherwise obtain the discharge of such lien shall provide the Association with the right, but not the obligation, after fifteen (15) days notice to the responsible unit owner, to pay the amount evidenced by the filed lien and which amount shall be due and payable to the Association by the responsible unit owner. From and after the date of payment of the Association, the amount so paid shall bear interest at the rate assigned for delinquent assessments until paid in full. Further, the Association shall have all rights of enforcement, including filing a condominium lien and foreclosing such lien as provided under these By-laws, the Declaration or applicable law.

7) Common Expenses.

a) All cost of operation of the property, as determined by the Association, during the budget process, shall constitute the common expenses. These cost shall be assessed and charged against each unit; prorated where applicable, and paid monthly to the Association on or before the tenth (10th) of each month, a late payment assessment to be determined by the Board of Directors, shall be charged for that month. (See Rules and Regulations for late payment fee). A postmark on the tenth (10th) day shall satisfy this requirement. The total payment shall first be applied to the monthly assessment.

b) Any assessments by the Association, for purpose within the authority of the Board of Directors, shall become due and payable within a period designated by the Board of Directors.

8) Default.

a) The Association shall have the authority to intercept and collect rents if owner is in default of payment of assessments and related charges, pursuant to rules and procedures to be adopted by the Board of Directors. The Association shall have the power to evict tenants for non-payment of rent, after due notice of interception.

b) If a member of the Association is in default in payment of any assessments for a period of more than thirty (30) days, such lack of full payment shall constitute a default; and, in the event of such default, the Association can accelerate fees and may call entire year due and payable. In such an event, all such fees shall carry interest at the rate of ten (10) percent per annum from the date they are called due until paid. In addition, the lien arising from any unpaid charges and/or assessments may be enforced and foreclosed by the Association according to law. In the event of any action to enforce payment of assessments due the Association, the Association shall be entitled to recover all costs and actual attorneys fees. Further, the Board of Directors shall take appropriate measures to collect the unpaid charges and/or assessments as may be allowed by law. All cost of collection shall be borne by the defaulting member of the Association.

c) No Association owner shall run for any Board of Directors position nor continue to hold such an Office while in default. Automatic, immediate removal from Office will follow upon confirmation of default charges.

d) No member of the Association who is in default of payment of any assessment shall be entitled to vote at any regular or special meeting of members of the Association. Further, no member of the Association or family or visitors are entitled to use any of the amenities of the Association including, but not limited to, the swimming pool, while the default is current.

9) Procedure for Collecting Default Amounts.

a) If a member is in default fifteen (15) days or more, the following sequence of steps shall be taken to enforce collection of such delinquencies:

1. A written "demand" for payment of past due amounts.
2. File statement of condominium lien after 30 days.
3. Legal action, if necessary.

ARTICLE VI
DUTIES AND OBLIGATIONS OF UNIT OWNERS
Owners Responsibilities.
Maintenance and repair of units.
Limited Common Areas.

1) Owner Responsibilities. The units and the common areas and facilities and limited areas (hereinafter in this Article sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Association, these By-laws and the Rules and Regulations of the Association, including the following:

a) Use. No unit owner shall occupy or use a Unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family or the owner's guest.

b) Obstructions. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior consent of the Association.

c) Increase of Insurance Rates. Nothing shall be done or kept in any unit or in the commons which will increase the rate of insurance on the commons, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his unit or in the commons which will result in the cancellation of insurance on any unit or any part of the commons, or which would be in violation of any law or ordinance. No waste will be committed to the commons.

d) Signs. No signs of any kind, with the exception of the following: a security system sign, and/or a fire safety sign, one (1) FOR SALE sign to be displayed in window or door unit, shall be displayed to the public view on or from any unit or the commons without prior consent of the Board of Directors.

e) Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept in any unit or in the commons, except one (1) dog under 40 pounds at maturity, or 2

cats or other household pets may be kept in units, subject to the Rules and Regulations which may be adopted by the Association regarding same. No Pit Bulls, Rottweilers, Dobermans, Great Danes, Greyhounds, etc., unless approved by the Board of Directors.

f) Noxious Activity. No noxious or offensive or illegal activity shall be carried on in any unit or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

g) Recycling. Each unit owner and tenant shall be responsible for complying with all recycling regulations including, without limitation, sorting, deposit, and storage, as such regulations are from time to time adopted by any governmental entity with authority over the Association so as not to increase the cost of garbage collection for the Association or jeopardize this service. No safety or health hazard is to be created by abuse of the recycling regulations. No unit owner may give permission to a relative, friend or acquaintance to use the Association's recycling or trash containers. No non-Association construction materials, refuse or garbage are to be disposed of in Association dumpsters, receptacles or recycling containers.

h) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common areas, limited common areas, units and facilities, except upon the written approval of the Association at a Semi-Annual Meeting. Owner requests for minor modifications to common areas adjacent to a unit must be submitted to the Board for approval.

i) Removal. The Association shall have the right to remove any unauthorized obstruction, alteration, or construction of the common areas and facilities and so assess the expense of such removal to the unit owner or owners responsible for activities prohibited by Sections (b) and (h) above.

j) Conflict. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration and in the event of a conflict, the Declaration shall govern.

2) Maintenance and Repair of Units.

a) Every owner must perform properly or cause to be performed all maintenance and repair work within such owner's unit which if omitted would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association for any damages caused by such owner's failure to do so.

3) Limited Common Areas.

a) Every unit owner must maintain the limited common areas, as defined in the Declaration adjacent to the unit, in clean and proper condition. No objects or structures, other than moveable furniture or decorative pieces, shall be placed thereon without prior written consent of the Board of Directors of the Association. Every unit owner shall have the right to decorate the limited common area adjacent to the unit in a nonstructural manner provided that decorations which are visible to

other units or to the public shall have the prior written approval of the Board of Directors of the Association. Holiday decorations must be removed within thirty (30) days after the holiday.

ARTICLE VII
Fiscal year.
Rights of Declarant.
Compatibility with Governing Documents.
Voting of By-laws.
Proposed Amendments.

1) Fiscal Year.

   a) The fiscal year of the Association shall begin on the first (1st) day of January and end on the last (31st) day of December in each year.

2) Rights of Declarant.

   a) No amendment of these By-laws shall alter or abrogate the rights of Declarant as contained in these By-laws.

3) Compatibility with Governing Documents.

   a) These By-laws shall become effective immediately following approval of the Association membership. If By-laws are amended, the approved amendments shall be published in the next issue of the Association newsletter. If By-laws are revised, a complete copy of the approved By-laws revision shall be provided to each designated member within thirty (30) days after approval.

4) Voting on By-laws.

   a) Association By-laws can be amended, revised, or rewritten only with an affirmative vote of two thirds (2/3) of the owners eligible to cast a vote as required by state statute governing condominiums.

5) Proposed Amendments.

   a) These By-laws may be amended by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes at a meeting duly called for the purpose of the amending of said By-laws.

ARTICLE VIII
MISCELLANEOUS
Recording of Ownership.
Mortgages.
Indemnity of Officers and Directors.
Subordination.
Interpretation.
Association Address.
Cancellation.

1) Record of Ownership.

a) Every unit owner shall promptly cause to be duly recorded or filed a record of the title, deed or other conveyance of such unit or other evidence of title thereto, and shall present such other evidence of title to the Management Agency. The Secretary shall maintain all such information in the record of ownership (Membership list) of the Association.

2) Mortgages.

a) Any unit owner who mortgages a unit or any interest therein shall notify the Board of Directors of the name and address of the mortgages, and also of any release of such mortgage, and the Managing Agency shall maintain all such information in the record of ownership of the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any unit or interest therein shall report to such person the amount of any assessment against such unit then due and unpaid.

3) Indemnity of Officers and Directors.

a) Every person who is or was a Director or Officer of the Association (together with the heirs, executors and administrators of such person) shall be indemnified by the Association against all loss, costs, damages and expenses (including reasonable attorneys' fees) asserted against, incurred by or imposed upon the person resulting from any claim, action, suit or proceeding, including criminal proceedings to which the person is made or threatened to be made a party by reason of being or having been such Director or Officer, except to matters as to which the person shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement indemnification shall be provided only in connection with such matter covered by the settlement as to which the Association is advised by counsel that the person to be indemnified has not been guilty of gross negligence or misconduct in the performance of his/her duty as such Director or Officer in relation to the matter involved. The Association, by it Board of Directors, may indemnify in like manner, or with any limitations, any employee or former employee of the Association with respect to any action taken or not taken in the capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which Officers, Directors or employees may be entitled as a matter of law.

b) All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason of arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in this Article VIII contained shall be deemed to obligate the Association to indemnify any member or owner of a condominium unit who is or has been an employee, Director or Officer of the Association with respect to any duties or obligations assumed or liabilities incurred by the person under and by virtue of the Declaration, Wisconsin's Unit Ownership Act, the Articles and By-laws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

4) Subordination.

a) These By-laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Unit Ownership Act.

5) Interpretation.

a) In case any provision of these By-laws shall be held invalid, such invalidity shall not render invalid any other provision hereof which can be given effect. Nothing in these By-laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the unit owners.

6) Association Address.

a) The mailing address of the Association is to be in care of the Management Agents Office.

7) Cancellation.

a) All committees, letters of intent or addenda left over from the By-laws in force prior to June 9, 2001, are void.

END OF BY-LAWS

The Board of Directors of Parkway Village Condominium Association, Inc. proposes to amend the Association's Bylaws, Article II, Section 5, as follows, effective upon approval of two-thirds (2/3) of the owners eligible to cast a vote:

Article II – Semi-Annual Meetings, Section 6

—Original Wording—

a. "The first Semi-Annual meeting shall be held on the second week of May of each year for the purpose of electing directors, hearing and acting upon reports and recommendations if any from the Committee Chairperson, and of any other business authorized to be transacted by the members. The second Semi-Annual meeting shall be held on the second week of December each year for the purpose of presenting the annual budget and of any other business authorized to be transacted by the members."

—Proposed New Wording—

Article II – Annual Meetings, Section 6

a. "The Annual meeting shall be held in the month of June each year for the purpose of electing directors, hearing and acting upon reports and recommendations if any from the Committee Chairperson, and of any other business authorized to be transacted by the members.

We certify this proposed resolution was approved by a 2/3 majority vote of the Association at a meeting which included a quorum, on 5/15/10.

President: Denise Sather

Signature: Denise Sather
Nancy H. Baum

Secretary: Carol Coates

Signature: Carol Coates
Kathleen M Balotak

PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

CONDOMINIUM AND HOMEOWNERS ASSOCIATION MANAGEMENT AGREEMENT

ASSOCIATION: Parkway Village Condominium Association, Inc.

AGENT: HUNT MANAGEMENT INCORPORATED

For Property located at: N 94th Street & W. Bradley Road, Milwaukee, WI 53224

Beginning: January 1, 2017 Ending: December 31, 2017

This agreement (the "Agreement") is made and entered into this 1st DAY OF January 2017, by and between the unit owners' association known as Parkway Village Condominium Association, Inc. (the "Association"), which is established in accordance with the laws of the State of WISCONSIN for the property known as Parkway Village Condominium Association, Inc, located at N. 94th Street and W. Bradley Road, Milwaukee, WISCONSIN (the "Property"), and HUNT MANAGEMENT INCORPORATED (the "Agent").

AUTHORITY OF THE AGREEMENT

The Board of Directors of the Association (the "Board"), on behalf of the Association, hereby appoints Agent to manage the Property, and Agent accepts appointment to manage the Property.
The parties further agree as follows:

Section 1 TERM OF AGREEMENT

The Board appoints Agent exclusively to manage the Property for a period of ONE YEAR, beginning January 1, 2017, and thereafter for periods of one year unless this Agreement is terminated as provided in this section or in sections 11 or 12. Either party may terminate this Agreement at the end of the initial term or at the end of any one-year renewal period provided that written notice is given to the other party on or before the sixtieth (60th) day prior to the expiration of the initial term or on or before the sixtieth (60th) day prior to the expiration of such one-year renewal period.

Section 2 SERVICES OF AGENT

Agent shall manage the Property to the extent, for the period, and upon the terms of this Agreement. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and powers required to perform these services.

2.1 COLLECTION OF ASSESSMENTS

Agent shall collect (and give receipts for, if necessary) all monthly and other assessments and other monies that are due the Association with respect to the Property and for all rental or other payments from concessionaires, if any. However, Agent shall have no authority or responsibility to collect delinquent assessments or other charges except to send notices of delinquency.

2.2 RECORDS OF INCOME AND EXPENDITURES

Agent shall maintain records of all income and expenses relating to the Property, and shall submit to the Association on or before the FIFTEENTH (15TH) day of the following month, a statement of receipts and disbursements for the preceding month, including a statement of the balance in the operating account for the Property. Association shall, each month, receive by direct mail from the bank a duplicate copy of any monthly or transactional bank statement sent to Agent.

2.10 RECORDS OF INSURANCE

Agent shall maintain appropriate records of all insurance coverage for the Property carried by the Association as specified in paragraph 10.2. Agent shall cooperate with the Board in investigating and reporting all accidents or claims for damage relating to the ownership, operation, and maintenance of the common elements of the Property, including any damage or destruction to them.

2.11 OTHER SPECIFIC SERVICES OF AGENT

TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

Section 3 LIMITATION ON EXPENDITURES BY AGENT

In discharging its responsibilities under section 2 of this Agreement, Agent shall not make any unbudgeted expenditures or incur any nonrecurring contractual obligation without the prior consent of the Association through the Board, unless otherwise agreed to in writing by the board of directors. Notwithstanding these limitations, Agent may, on behalf of the Association and without prior consent of the Board, expend any amount or incur a contractual obligation in any amount required to deal with emergency conditions which may involve a danger to life or property or which may threaten the safety of the Property or the individual owners and occupants or which may threaten the suspension of any necessary service to the Property. All other payments shall be made in accordance with the procedures contained in Sections 5.1 and 5.2.

Section 4 AGENT NOT RESPONSIBLE FOR MAINTENANCE OF INDIVIDUAL UNITS

Agent shall have no authority or responsibility for maintenance or repairs to individual units in the Property. Such maintenance and repairs shall be the sole responsibility of the owners individually.

Section 5 DISPOSITION OF FUNDS

Agent shall, on behalf of the Association, deposit collections and pay expenses of the Property as stated below.

5.1 DEPOSIT OF COLLECTIONS

Agent shall deposit all monies collected on behalf of the Association in a bank or other financial institution whose deposits are insured by the federal government or such other depository as directed by the Association AND AGREED TO BY AGENT in writing. The funds of the Association shall at all times be maintained separate and apart from Agent's own funds and from the funds of any others. Association's President and Treasurer or any other board member designated by the board of directors shall be the only parties authorized to draw upon such accounts unless otherwise agreed to in writing by the board of directors. Agent shall not be held liable in the event of bankruptcy or failure of such depository. Such operating account shall not be required to bear interest.

5.2 PAYMENT OF EXPENSES

Unless otherwise agreed to in writing by the board of directors, Agent shall prepare checks for the Board's signature with attached invoices to pay all expenses of operation and management of the Property from the Association's funds held in account by Agent. Any amounts owed to Agent by the Association shall also be paid in the same manner.

5.3 AGENT NOT REQUIRED TO ADVANCE FUNDS

Agent shall have no obligation to advance funds to the Association for any purpose whatsoever. Any funds advanced to the Association by Agent shall be repaid to Agent immediately from the Association's funds. Any sums due Agent under any provision of this Agreement, and not paid within THIRTY (30) days after such sums have become due, shall bear interest at the rate of 12% per annum.

5.4 BONDING OF EMPLOYEES

All employees of Agent who handle or are responsible for the safekeeping of any monies of the Association shall be covered by a bond protecting the Association. Such bond shall be in an amount and with a company determined by Agent and may be a blanket or umbrella bond. The expense of such bonding shall be paid by AGENT. Agent shall maintain employee dishonesty, general liability, auto liability, and workers compensation insurance. Upon request, Agent shall provide Association with a certificate of insurance, or other similar evidence satisfactory to the Association, of Agent's bond and coverage limit as well as evidence of other types of insurance provided for herein.

Section 6 ATTENDANCE AT BOARD MEETINGS

Agent, or a designated employee or other representative of Agent, shall attend ONE regular meeting of the Board EACH MONTH and the annual meeting of the Association. SUCH ATTENDANCE SHALL BE LIMITED TO ONE HOUR AND THIRTY MINUTES (1.5 HOURS) BEYOND WHICH A MINIMUM $100.00 PER HOUR CHARGE SHALL ACCRUE. Upon not less than SIX (6) DAYS notice, Agent or its designated representative shall attend ADDITIONAL meetings of the Board or of the Association as requested, provided that the Association shall pay Agent $100.00 per hour for that individual's attendance at each meeting. Agent or its representative shall be custodian of the official records of the Board and the Association. HOWEVER, neither Agent nor its representative shall be required to record the minutes of such meetings. (SEE SECTION 9.3) The records shall remain the sole property of the Association and shall be available for inspection by the Board during regular business hours.

Section 7 ONE BOARD MEMBER TO DEAL WITH AGENT

The Board shall designate one of its members who shall be authorized to deal with Agent on any matter relating to the management of the Property. Agent shall not accept directions or instructions with regard to the management of the Property from anyone else. In the absence of any other designation by the Board, the President of the Board shall be deemed to have this authority. Board appoints THE VICE PRESIDENT as alternate should the President be unavailable. Agent may, but is not required to, submit any matter, direction, instruction or the like to the Board and shall then follow the direction of the Board.

Section 8 LIMITATION OF AGENT'S AUTHORITY AND RESPONSIBILITY

Agent's authority to act and responsibility for the Property shall be subject to the limitations set forth below.

8.1 STRUCTURAL CHANGES

Agent shall have no authority to make any structural changes in the Property or to make any other major alterations or additions in or to any building or equipment therein, except such emergency repairs as may be required because of danger to life or property or which are immediately necessary for the preservation and safety of the Property or for the safety of the individual owners and occupants or which are required to avoid the suspension of any necessary service to the Property.

8.2 BUILDING COMPLIANCE

Agent shall not be responsible for the compliance of the Property or any of its equipment with the requirements of any building codes or with any statutes, ordinances, laws, rules, or regulations (including those relating to the existence and disposal of solid, liquid, and gaseous wastes, and toxic or hazardous substances) of any city, county, state, or federal governments or agencies, or any public authority or official thereof having jurisdiction over it. HOWEVER, Agent shall notify the Association promptly or forward to the Association promptly any complaints, warnings, notices, or summonses received by Agent relating to such matters. The Association represents that to the best of its collective knowledge the Property complies with all such requirements, and the Association authorizes Agent to disclose the ownership of the Property to any such officials and agrees to

indemnify, defend, and hold Agent, its representatives, servants, and employees, harmless of and from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules, or regulations unless the alleged violation is due to the gross negligence of Agent.

8.3 AGENT ASSUMES NO LIABILITY

Agent assumes no liability whatsoever for any acts or omissions of the Board or the Association, or any previous boards or current or previous owners of the Property, or any previous management or other agent of either. Agent assumes no liability for any failure of or default by any individual unit owner in the payment of any assessment or other charges due the Association or in the performance of any obligations owed by any individual unit owner to the Association, pursuant to any lease or otherwise. Agent likewise assumes no liability for any failure of or default by concessionaires in any rental or other payments to the Association. Nor does Agent assume any liability for previously unknown violations of environmental or other regulations which may become known during the period this Agreement is in effect. Any such regulatory violations or hazards discovered by Agent shall be brought to the attention of the Association in writing, and the Association shall promptly cure them.

Section 9 AGENT'S COMPENSATION

Agent shall be compensated for specific services as stated below.

9.1 FOR MANAGEMENT SERVICES

The Association shall pay Agent a management fee of $3,024.00 per month. The management fee shall be paid monthly in advance. The management fee may be adjusted annually upon approval by the Board of the Annual Budget, which adjustment shall be incorporated into this Agreement by reference. No further charge shall be made by Agent for Agent's services and other services of Agent's professional staff, except as otherwise expressly provided in this Agreement. The Association shall pay for any out-of-pocket expense of Agent in relation to circulation of notices and newsletters and general correspondence of the Association, such as postage and other expenses.

9.2 FOR CONSTRUCTION, REMODELING, OR OTHER CONTRACTING SERVICES

TO BE NEGOTIATED AND MEMORIALIZED AS REQUIRED

9.3 FOR OTHER SERVICES

ADDITIONAL MEETINGS, SITE INSPECTIONS, AND APPEARANCES AT DEPOSITIONS, HEARING, TRIALS OR SIMILAR PROCEEDINGS ON BEHALF OF OR IN CONJUNCTION WITH AGENT'S SERVICE TO ASSOCIATION - $100.00 PER HOUR.

Section 10 OBLIGATIONS OF THE ASSOCIATION

The Association shall insure the Property, Agent, and itself against liability and bear the expense of any and all litigation against the Property, Agent, and the Association as stated below. In addition, the Association shall provide for an initial deposit and contingency reserve and, through its Board, approve an Annual Budget for the Property.

10.1 SAVE AGENT HARMLESS FROM LIABILITY SUITS

The Association shall indemnify, defend, and save Agent harmless from all suits or other claims including, but not limited to, those alleging any negligence of Agent or its employees in connection with the Property or the

management thereof and from liability for damage to property and injuries to or death of any employee or other person. The Association shall pay all expenses incurred by Agent including, but not limited to, all attorneys' fees, costs, and expenses incurred to represent Agent in regard to any claim, proceeding, or suit involving alleged negligence of Agent or its employees in connection with or arising out of the management of the Property.

10.2 ESTABLISH AND MAINTAIN LIABILITY INSURANCE

The Association shall carry at its own expense public liability, boiler, fire and extended coverage, elevator liability (if elevators are part of the equipment of the Property), and workers' compensation insurance, and such other insurance as may be necessary or appropriate. Such insurance policies shall name the Association as the insured and Agent as ADDITIONAL INSURED, and their coverage shall be adequate to protect the interests of both parties and in form, substance, and amounts reasonably satisfactory to Agent. The Association shall provide Agent with certificates AND ADDITIONAL INSURED ENDORSEMENTS, to the extent available and necessary, evidencing such insurance or with duplicate copies of such policies within TEN (10) days from the date of execution of this Agreement; or Agent may, but shall not be obligated to, place said insurance and charge the cost thereof to the account of the Association. Said policies shall provide that notice of default or cancellation shall be sent to Agent as well as to the Association and shall require a minimum of THIRTY (30) days' written notice to Agent before any cancellation of or changes to said policies. FURTHER, IT IS AGREED THAT THE ASSOCIATION'S INSURANCE COVERAGE SHALL BE PRIMARY AND AGENT'S INSURANCE COVERAGE SHALL BE NON-CONTRIBUTORY.

10.3 PAY ALL EXPENSES OF ANY LITIGATION

The Association shall pay all expenses incurred by Agent including, but not limited to, Agent's costs and time, any liability, fines, penalties or the like, settlement amounts, and attorneys' fees for counsel employed to represent Agent or the Association in any proceeding or suit involving any alleged or actual violation by Agent or the Association or the Board, or any combination of all of them, of any law or regulation of any governmental body pertaining to environmental protection, fair housing, or fair employment, including, but not limited to, any law prohibiting or making illegal discrimination on the basis of race, sex, creed, color, religion, national origin, family status, or mental or physical handicap. However, the Association shall not be responsible to Agent for any such expenses in the event Agent is finally adjudged to have personally, and not in a representative capacity, violated any such law. Nothing contained in this Agreement shall obligate Agent to employ legal counsel to represent the Board or the Association in any such proceeding or suit.

10.4 SAVE AGENT HARMLESS FROM LABOR LAW VIOLATIONS

The Association shall indemnify, defend, and save Agent harmless from all claims, investigations, and suits, or from the Association's or the Board's actions or failures to act, with respect to any alleged or actual violation of state or federal labor laws. The Association's obligation with respect to such violation(s) shall include payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expense, and attorneys' fees.

10.6 APPROVE ANNUAL BUDGET

Within thirty (30) days of receipt of the recommended Annual Budget prepared by Agent, the Board shall either approve the budget as submitted or provide Agent with written notice setting forth those items which are unacceptable to the Board or provide agent with written notice advising Agent what additional information is required. Failure to provide such notice to Agent within said thirty (30) day period shall be deemed as approval of the Annual Budget by the Board. Upon approval, Agent shall be authorized to operate and manage the Property in accordance with the Annual Budget.

Section 11 TERMINATION BY AGENT FOR CAUSE

Agent shall have the right to cancel this Agreement with sixty (60) days' notice in the event that any insurance required of the Association is not maintained without any lapse. Agent shall also have the right to cancel this Agreement with sixty (60) days' notice in the event it is alleged or charged that the Property or any equipment therein or any act or failure to act by the Board or the Association with respect to the Property or the sale, rental, or other disposition thereof or with respect to the hiring of employees to manage it fails to comply with or is in violation of any requirement of any constitutional provision, statute, ordinance, law, or regulation of any governmental body or any order or ruling of any public authority or official thereof having or claiming to have jurisdiction over it; and Agent in its reasonable discretion considers that the action or position of the Association or the Board with respect thereto may result in damage or liability to Agent, or disciplinary proceeding with respect to Agent's license. In such events, Agent shall provide to the Board a sixty (60) day written notice to terminate this Agreement, including a statement concerning the alleged cause in which Agent is claiming the termination.

Section 12 TERMINATION BY THE ASSOCIATION; CANCELLATION FEE

The Association OR AGENT may cancel this Agreement at any time on not less than SIXTY (60) days prior notice to Agent OR ASSOCIATION. THERE SHALL BE NO CANCELLATION FEE.

Section 13 ASSOCIATION RESPONSIBLE FOR PAYMENTS

Upon termination of or withdrawal from this Agreement by either party, the Association shall assume the obligations of any contract or outstanding bill executed by Agent under this Agreement for and on behalf of the Association and responsibility for payment of all unpaid bills. In addition, the Association shall furnish Agent security, in an amount satisfactory to Agent, against any obligations or liabilities which Agent may have properly incurred on the Association's behalf under this Agreement.

Agent may withhold funds for sixty (60) days after the end of the month in which this Agreement is terminated, in order to pay bills previously incurred but not yet invoiced and to close accounts. Agent shall deliver to the Association, within sixty (60) days after the end of the month in which this Agreement is terminated, any balance of monies due the Association which were held by Agent with respect to the Property, as well as a final accounting reflecting the balance of income and expenses with respect to the Property as of the date of termination or withdrawal, and all records, contracts, leases, receipts for deposits, and other papers or documents which pertain to the Property.

Section 14 RELATIONSHIP OF AGENT TO THE ASSOCIATION

The relationship of the parties to this Agreement shall be that of Principal and Agent, and all duties to be performed by Agent under this Agreement shall be for and on behalf of, in the name of and for the account of the Association. In taking any action under this Agreement, Agent shall be acting only as Agent for the Association, and nothing in this Agreement shall be construed as creating a partnership, joint venture, or any other relationship between the parties to this Agreement except that of Principal and Agent, or as requiring Agent to bear any portion of losses arising out of or connected with the ownership or operation of the Property. Nor shall Agent at any time during the period of this Agreement be considered a direct employee of the Association. Neither party shall have the power to bind or obligate the other except as expressly set forth in this Agreement, except that Agent is authorized to act with such additional authority and power as may be necessary to carry out the spirit and intent of this Agreement.

Section 15 INDEMNIFICATION SURVIVES TERMINATION

All representations and warranties of the parties contained herein shall survive the termination of this Agreement. All provisions of this Agreement that require the Association to have insured or to defend, reimburse, or indemnify Agent shall survive any termination; and if Agent is or becomes involved in any

proceeding or litigation by reason of having been the Association's Agent, such provisions shall apply as if this Agreement were still in effect.

Section 16 HEADINGS

All headings and subheadings employed within this Agreement are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Section 17 FORCE MAJEURE

Any delays in the performance of any obligation of Agent or Association under this Agreement shall be excused to the extent that such delays are caused by wars, national emergencies, natural disasters, strikes, labor disputes, utility failures, government regulations, riots, adverse weather, and other similar causes not within the control of Agent or Association, and any time periods required for performance shall be extended accordingly.

Section 18 COMPLETE AGREEMENT

This Agreement, including any specified attachments, constitutes the entire agreement between the Association and Agent with respect to the management and operation of the Property and supersedes and replaces any and all previous management agreements entered into or/and negotiated between the Association and Agent relating to the Property covered by this Agreement. No change to this Agreement shall be valid unless made by supplemental written agreement executed and approved by the Association and Agent. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless approved by the Association and Agent in writing. Each party to this Agreement hereby acknowledges and agrees that the other party has made no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein, and that each party, in entering into and executing this Agreement, has relied upon no warranties, representations, covenants or agreements, express or implied, to such party, other than those expressly set forth herein.

Section 19 RIGHTS CUMULATIVE; NO WAIVER

No right or remedy herein conferred upon or reserved to either of the parties to this Agreement is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Agreement or now or hereafter legally existing upon the occurrence of an event of default under this Agreement. The failure of either party to this Agreement to insist at any time upon the strict observance or performance of any of the provisions of this Agreement, or to exercise any right or remedy as provided in this Agreement, shall not impair any such right or remedy or be construed as a waiver or relinquishment of such right or remedy with respect to subsequent defaults. Every right and remedy given by this Agreement to the parties to it may be exercise from time to time and as often as may be deemed expedient by those parties.

Section 20 APPLICABLE LAW AND PARTIAL INVALIDITY

The execution, interpretation, and performance of this Agreement shall in all respects be controlled and governed by the laws of the State of WISCONSIN. If any part of this Agreement shall be declared invalid or unenforceable, Agent or Association shall have the option to terminate this Agreement by notice to the other party.

Section 21 NOTICES

Any notice required or provided for in this Agreement shall be in writing and shall be addressed as indicated below or to such other address as Agent or the Association may specify hereafter in writing.

21.1 TO AGENT

HUNT MANAGEMENT INCORPORATED
10520 N. BAEHR ROAD, SUITE Q
MEQUON, WI 53092
(OR LEGAL ADDRESS)

21.2 TO THE ASSOCIATION

President of the Board
(CURRENT LEGAL ADDRESS)

21.3.1 DELIVERY OF NOTICES

Notices or other communications between the parties to this Agreement may be mailed by United States registered or certified mail, return receipt requested, postage prepaid, and may be deposited in a United States Post Office or a depository regularly maintained by the post office. Such notices may also be delivered by hand or by any other receipted method or means permitted by law. For purposes of this Agreement, notices shall be deemed to have been "given" or "delivered" upon personal delivery thereof or forty-eight (48) hours after having been deposited in the United States mails as provided herein.

Section 22 AGREEMENT NOT BINDING ON SUCCESSORS AND ASSIGNS WITHOUT WRITTEN CONSENT OF ASSOCIATION

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Agent and the heirs, administrators, successors, and assigns of the Association. Notwithstanding the preceding sentence, Agent shall not assign its interest under this Agreement without the written consent and permission of the Board.

SIGNATURES

Parkway Village Condominium Association, Inc.

BY _____ Date: 11/30/16
Title: President

BY _____ Date: 11-30-16
Title: Vice President

Agent: HUNT MANAGEMENT INCORPORATED

BY _____ Date: 12-1-16

PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

A Community Presence

November 26, 2024

TO: Parkway Village Condominium Unit Owner

RE: **2025 Approved Budget**

For your review, use and file we have enclosed 2025 Approved Budget.

After reviewing the Association's financial status, the Board of Directors have resolved that your monthly condominium fees will increase for the 2025 fiscal year. Your monthly condominium fees will increase to $**350.00** per month, beginning January 1, 2025.

If you would like to pay your monthly fees via coupon book, please contact the Hunt Management Client Services Department at (262) 238-1480 or email ClientServices@HuntManagement.com. ***Please note: That a coupon is not necessary to make your payment, checks can be mailed directly to the Arlington Heights address listed below.***

If you are paying via automatic withdrawal, we will continue to withdraw the monthly fee from your account in the same manner as was done in 2024. For those of you who have your bank pay your fees, please advise them to send checks to the following mailing address:

Parkway Village Condominium Association
c/o Hunt Management, Inc.,
P.O. Box 1755
Arlington Heights, IL 60006-1755

As always, your Board of Directors and Hunt Management will continue their efforts toward maintaining and improving the financial and physical soundness of the Association and both thank you for your continued understanding and support.

Should you ever have any questions about the Association's financial status, please do not hesitate to contact me at claudia@huntmanagement.com

Sincerely,

Hunt Management Incorporated, AAMC
Management Company for
Parkway Village Condominium Association

Claudia Mendoza
Property Manager

10520 N. Baehr Road, Suite Q
Mequon, WI 53092

huntmanagement.com
888-305-1071

Phone: (262)238-1480
Fax: (262)238-1485

PARKWAY VILLAGE CONDOMINIUM ASSOCIATION							
	Account	Description	2024 Budget	Aug 2024 Actual	2024 Remaining	2024 Projected	2025 Budget
Operating Accounts							
Income Accounts							
INCOME							
	60-60100-00	ASSOCIATION FEE	$868,320.00	$548,653.64	$267,826.36	**$816,480.00**	$907,200.00
	60-60150-00	PREPAIDS	$0.00	-$2,493.46	$0.00	**-$2,493.46**	$0.00
	60-60200-00	LATE FEES	$0.00	$6,614.50	$0.00	**$6,614.50**	$0.00
	60-60400-00	FINE INCOME	$0.00	$100.00	$0.00	**$100.00**	$0.00
	60-60500-00	MISCELLANEOUS	$0.00	$1,525.82	$0.00	**$1,525.82**	$0.00
	60-60600-00	LEGAL FEES REIMBURSED	$15,000.00	$6,543.62	$0.00	**$6,543.62**	$0.00
	60-60800-00	RESERVE CONTRIBUTION	**$227,425.00**	$201,167.62	$26,257.38		**$173,000.00**
OTHER INCOME							
	70-70100-00	INTEREST	**$0.00**	$2,789.81	$0.00	**$2,789.81**	**$0.00**
	70-70200-00	CAPITAL CONTRIBUTION	**$0.00**	$6,620.00	$0.00	**$6,620.00**	**$0.00**
New							
Income Accounts Total			**$1,110,745.00**	**$771,521.55**	**$294,083.74**	**$838,180.29**	**$1,080,200.00**
Expense Accounts							
UTILITIES							
	80-80100-00	ELECTRIC	$21,000.00	$10,056.28	$15,084.42	**$15,084.42**	$21,000.00
	80-80200-00	GAS	$1,800.00	$875.49	$500.00	**$1,375.49**	$1,800.00
	80-80300-00	WATER & SEWER	$220,000.00	$158,121.01	$56,768.14	**$214,889.15**	$220,000.00
MAINTENANCE & REPAIRS							
	80-81000-00	SIDING REPAIRS	0	$1,100.00	0	$1,100	
	81-81100-00	ROOF REPAIRS	$9,000.00	$4,548.53	$3,000.00	**$7,548.53**	$9,000.00
	81-81150-00	GUTTER CLEANING	$13,000.00	$0.00	$13,000.00	**$13,000.00**	$26,000.00
	81-81175-00	GUTTER REPAIRS	$0.00	$794.93	$0.00	**$794.93**	$0.00
	81-81200-00	GENERAL MAINTENANCE	$35,000.00	$45,181.61	$6,000.00	**$51,181.61**	$35,000.00
	81-81300-00	GENERAL SUPPLIES	$2,500.00	$880.38	$600.00	**$1,480.38**	$2,000.00
LANDSCAPING/GROUNDS							
	82-82000-00	LANDSCAPE IMPROVEMENTS	$5,000.00	$12,631.16	$0.00	**$12,631.16**	$25,000.00
	82-82100-00	LAWN/SNOW COMBINED CONTRACT	$150,000.00	$53,000.00	$41,533.76	**$94,533.76**	$146,340.00
POOL							
	83-83000-00	POOL MAINTENANCE	$11,000.00	$3,087.34	$7,056.00	**$10,143.34**	$11,000.00
	83-83100-00	POOL SUPPLIES	$6,000.00	$4,674.80	$500.00	**$5,174.80**	$6,000.00
ADMINISTRATIVE							
	84-84000-00	ACCOUNTING SERVICES	$200.00	$195.00	$0.00	**$195.00**	$200.00
	84-84100-00	BANKING FEES	$0.00	$0.00	$0.00	**$0.00**	$0.00
	84-84200-00	LEGAL FEES - COLLECTION	$15,000.00	$10,636.58	$4,000.00	**$14,636.58**	$13,500.00
	84-84400-00	LEGAL - COUNSEL	$1,500.00	$0.00	$0.00	**$0.00**	$0.00
	84-84500-00	LICENSES, PERMITS & FEES	$300.00	$172.54	$250.00	**$422.54**	$300.00
	84-84600-00	MEETING / APPOINTMENT	$400.00	$286.53	$75.00	**$361.53**	$400.00
	84-84700-00	OFFICE SERVICES	$3,500.00	$2,086.85	$400.00	**$2,486.85**	$3,500.00
	84-84800-00	TELEPHONE	$6,500.00	$6,262.31	$1,400.00	**$7,662.31**	$3,000.00
	84-84900-00	MANAGEMENT FEE	$48,694.00	$32,462.64	$15,169.36	**$47,632.00**	$50,155.00
INSURANCE							
	85-85000-00	PROPERTY INSURANCE	$130,000.00	$45,524.36		**$45,524.36**	$165,000.00

	85-85100-00	WORKERS COMP INSURANCE	$975.00	$2.00	$0.00	**$2.00**	$975.00
RESERVE							
	86-86000-00	RESERVE CONTRIBUTIONS	**$201,951.00**	$153,001.36	$76,500.68	**$229,502.04**	**$201,630.00**
SPECIAL RESERVE PROJECTS							
	90-90100-00	ASPHALT PAVING	$50,000.00	$36,312.00	$13,688.00	**$36,312.00**	$19,000.00
	90-90200-00	CEMENT & WALK REPLACEMENT	$30,000.00	$34,500.00	$0.00	**$34,500.00**	$0.00
	90-90300-00	LANDSCAPE/RETAINING WALLS/PLANTERS	$60,000.00	$63,455.83	$0.00	**$63,455.83**	$15,000.00
	90-90400-00	ROOF REPLACEMENT	$87,425.00	$75,272.55	$12,152.45	**$75,272.55**	$90,000.00
		LIGHT FIXTURES	$0.00	$0.00	$0.00	**$0.00**	$0.00
		FENCES	$0.00	$0.00	$0.00	**$0.00**	$14,400.00
	90-90450-00	SIDING	$0.00	$0.00	$0.00	**$0.00**	$0.00
	90-90500-00	RESERVE STUYD/INSURANCE	$0.00	$0.00	$0.00	**$0.00**	$0.00
	90-90800-00	PORCH FOUNDATION REPAIRS	$0.00	$105.86	$0.00	**$105.86**	$0.00
Expense Accounts Total			**$1,110,745.00**	**$755,227.94**	**$267,677.81**	**$987,009.02**	**$1,080,200.00**
Operating Accounts Net			**$0.00**	**$16,293.61**	**$26,405.93**	**-$148,828.73**	**$0.00**

PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

PARKWAY VILLAGE

RULES & REGULATIONS

OF THE

PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC

Updated February 2025, July 2025

Parkway Village Condominium Association

Rules & Regulations

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In order to establish and maintain the common areas of the Parkway Village Condominium Association in a uniform manner, and to promote the welfare and economic investment of the members of the Association, the following rules and regulations are promulgated and adopted pursuant to the authority invested in the Board of Directors of the Parkway Village Condominium Association.

Amended February, 2025

Adopted March 20, 2025

I. Introduction

The community lifestyle associated with condominium ownership is unique, and in such a community it is imperative that a harmonious atmosphere is achieved and preserved. It is most important that the rights of others are recognized and protected while at all times, acting in the best interest of the Association as a whole.

The following rules and regulations were formulated for the purpose of governing the day-to-day use of the common area and the activities of owners, residents and visitors alike. They were prepared using the best judgment of the Board of Directors (current and past) and are based on Wisconsin condominium law and the Parkway Village Declarations and By-laws.

Please be advised that owners, residents, dependents, guest and any other individuals using Parkway Village are subject to the Declarations, By-laws and Rules and Regulations of the Parkway Village Condominium Association.

Ignorance of the Rules and Regulations, after they have been duly published, will not be a defense or basis for non-compliance.

These rules are your rules and you all share the responsibility of enforcing them. Review them carefully and thoroughly to your satisfaction of understanding. In as much as no set of rules can address every conceivable situation, it is expected that rules will, from time to time, be altered and/or excepted as experience dictates. If you feel any rule or portion thereof is unreasonable, or if you have any suggestions toward making them more comprehensive or easily understood, please submit your written comments to the Property Manager or the Board of Directors. Your constructive criticism is welcome.

The following Rules & Regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration and the documents, contracts, and easements set forth in the Declaration, and in the event of a conflict the Declaration and contracts, Declaration and easements therein shall govern.

II. Health, Safety & Use

Rules and regulations pertaining to health, safety and use are intended to ensure a healthy, safe, clean, peaceful and harmonious environment throughout the Parkway Village Condominium Association by prohibiting noxious and dangerous activities and by setting forth the responsibilities of owners, residents and their guests.

Failure to comply with the Rules and Regulations set forth in this section could create an unsightly appearance, which could lessen property values, be an infringement upon the rights of others, create a dangerous health or safety hazard, increase the cost of insurance coverage, create a nuisance and generally be contrary to the best interest of the Association.

A. Flammable Liquids Storage

The storage of all gasoline operated equipment, gas, gasoline, unsealed gas cylinders and all other flammable materials shall be prohibited within all common and limited common areas and in all units throughout the Parkway Village Condominium Association (this rule excludes Parkway Village Equipment and contractor equipment). Except for:

i. Lighter fluid for grills, propane for grills all for personal use
ii. Personal vehicles (cars, trucks, boats, campers)

B. Garbage- Phase I Townhouse Units

(amended June 16, 2022)

All garbage must be placed inside the dumpster. Children incapable of handling this task properly may not dump garbage. No one except authorized maintenance personnel is allowed inside or on top of the dumpsters. All dumpster lids must be kept closed. The dumpsters are for the use of the Townhouse owners only, for the disposal of garbage. The townhouse owners or anyone else shall not use the dumpsters for the disposal of sizable items such as furniture, mattresses, etc the person wishing to dispose of sizable items must call the City of Milwaukee at 414.286.2489 for a special pick-up. Do not place the sizable items out for special pick up until the day of the pickup. Anyone abusing the use of the dumpsters will be subject to Parkway Village Association fines.

C. Garbage- Phase II, III and IV Individual units/side by side units

All garbage shall be placed in paper or plastic bags and placed in approved containers. All containers shall be stored within or near the individual unit's garage until the day of pickup. On the day of pickup, all garbage should be placed at the end of the individual's driveway in a City

of Milwaukee container only. Containers are to be returned to their proper storage area by 10 p.m. on the day of pickup.

D. Recycling (added 2/21/2025)

All recyclable items shall be placed in the appropriate City of Milwaukee recycling bins. Each unit in Phases II, III & IV should have their own recycling bin that is placed at the end of the individual driveway and returned to their proper storage area by 10 p.m. on the day of pickup. Phase I utilizes the City of Milwaukee bins that are placed by the dumpsters. In all cases, only recyclable material should be placed in the bins, all boxes should be flattened, NO plastic bags should be used. For more information on recycling reach out to the City of Milwaukee 414-286-2489.

E. Vehicles on the Grounds

Due to the ever-increasing costs of maintenance and repairing of the lawn, the driving and parking of cars, trucks, motorcycles, bicycles, tricycles, big wheels, wagons trailers, campers and any other motorized or non-motorized vehicle is strictly prohibited on the lawns of Parkway Village (exceptions are the hired contractors for Parkway Village).

F. Motorized Vehicles

ATVs, mini-bikes, go-carts, snowmobiles (except for authorized maintenance and emergency vehicles) are prohibited in the common and limited common areas from operation throughout the Parkway Village Condominium Association.

G. Noise Levels

Since all residents have a right to peace, quiet, and privacy, abnormally high noise levels which are generally considered to be disturbing are prohibited throughout the Parkway Village Condominium Association. No unit owner and/or resident shall make or permit any disturbing noise in the units or limited common areas by himself, a family member, guest or other invited persons, nor do or permit anything by such persons that will interfere with the rights, comforts, or conveniences of other unit owners and/or residents. All musical instruments, record/CD players, television, radios, speaker systems, vehicle audio systems or other sound devices should be kept at a reasonable level so as not to be considered disruptive to others. Please remember that is rule includes the pool.

H. Noxious Activity

No noxious or offensive activity shall be carried on in any unit or on the common or limited common areas, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

I. Outdoor Storage

The outdoor storage of any items within the common and/or limited common areas shall be prohibited. The exception would be for seasonal items such as grills, potted plants and patio furniture within the limited common areas whereas the storage of these items would not obstruct passage to and from individual units. Toys are not to be left lying on the lawns and walkways of the Parkway Village Condominium Association.

J. Maintenance Responsibilities

Each Unit Owner is responsible for keeping the adjacent limited common area clean and uncluttered, as stated in the Parkway Village By-laws, Article VI, Section 3.

K. Rummage Sales

One annual rummage sale is permitted within all common and limited common areas throughout the Parkway Village Condominium Association. The rummage sale will be at a time designated by the Board of Directors. Dates and times will be placed in the monthly newsletter.

L. Window Usage

No owner or resident shall be permitted at any time to display or store any clothing, sheets, blankets or other articles from the exterior of any windows.

M. Responsibilities of Owners and Residents

1. Every unit owner must perform properly, or cause to be performed, all maintenance and repair work within his or her own unit, which if omitted would affect the property values

and/or the individual unit value or portion belonging to other owners. Owners shall be personally liable to the Association for any damage caused by his or her failure to do the maintenance which includes the replacement of windows, doors, garage doors, service doors.

2. No owners, residents, dependents, guests or other individuals shall be permitted to act in an irresponsible manner, nor conduct any other activities which could result in the endangerment of the health and safety of other residents.
3. No owners, residents, dependents, guests or other individuals shall in any way damage, destroy, deplete, waste nor remove any of the common elements or other resources of Parkway Village Condominium Association. Adult owners and residents are responsible not only for their own conduct, but also for the conduct of their dependents and guests for any damage or noxious activities they might cause and for their adherence to all Rules and Regulations set forth in the document.

N. **Prohibited Rental (Adopted August 17, 2010)**

The Amendment to the Declaration of Condominium of the Parkway Village Condominiums dated October 2, 1998, requires that all units shall be occupied by the unit owner and the unit owner's family only. The lease or rental of condominium units at Parkway Village Condominiums to people who are not family as defined in the Declaration is forbidden. The violation of this provision shall carry a fine of $500.00 for each month that the condominium unit is determined to be leased, rented to or otherwise occupied by persons who are not the unit owner or the unit owner's family. The fine is cumulative and shall be assessed for every month or portion thereof in which the unit is occupied in violation of the Declaration provision. The monthly $500.00 fine shall continue until the unit owner demonstrates, by evidence satisfactory to the Board or its management authority, that the unit is no longer so unlawfully occupied.

O. Pets (Adopted 17, 2024)

1. Any owner of a unit shall keep no more than two (2) domestic dogs, **under 40 pounds at maturity,** any dog that is 40 pounds or more at maturity must be approved by the Board, NO Dobermans, Greyhounds, Great Danes or Huskies, if you are not sure, contact the Board **BEFORE** the dog is purchased.
2. Two (2) cats or other household pets. These pets must be kept within the unit or monitored outside the unit by the owner.
3. **NO Pitbulls; Pit Bulls also known as American Staffordshire terrier, Staffordshire terrier, American pit bull terrier, miniature bull terrier or Staffordshire bull terrier. No Rottweilers or any full or mixed breeds that are more than 50% Pitbull or Rottweiler mix. The City of Milwaukee restrictions indicate that owners of such dogs must have a**

fenced in yard or kennel (Municipal Code 78-22 #2), neither of which are allowed in Parkway Village Condominiums (Bylaw-Article VI-G. and Rule Section III-E).

4. Any owner of a unit, in which a dog(s), cat(s) or any other domesticated bird or animal remains or to which it customarily returns daily for a period of at least 10 days (Municipal Code 78-3 #2) shall be presumed, for the purposes of enforcement of this chapter, to be harboring, sheltering or keeping the animal. Therefore, all Parkway Village Condominium Pet Rules apply.
5. Unit owners shall be responsible for the immediate repair of any damage done to the lawns, trees, shrubs or other common areas by pets.
6. Feces (dog poop) shall be removed and disposed of in THE OWNERS garbage containers immediately.
7. Children walking dogs MUST also remove and dispose of the dog feces immediately in their unit's garbage containers.
8. DO NOT use another owner's garbage container to dispose of dog feces.
9. DO NOT allow your dog(s) leash to reach another owner's unit. Keep dog walking to the edge of the lawns and road.
10. Under no circumstances shall any pet be chained outdoors to an electric utility cabinet, telephone cabinet, fire hydrant, trees, and light poles or down spouts, etc.
11. All pets must be leashed and under the direct control of their owner or owners and children while on the Parkway Village premises. No dog(s) shall be unsupervised, particularly when it is barking or causing other disturbances, and will be noxious activity, covered by Article VI, Section I-F of the Parkway Village Condominium Association By-laws.
12. No dog(s) shall be allowed to run loose in Parkway Village.
13. Any dog(s) that becomes aggressive and has been reported as harming other animals or persons shall not be allowed in Parkway Village and can be reported to the Police for removal, subject to the City of Milwaukee fines and potential removal of said animal per the City of Milwaukee Ordnance 78-23.
14. No more than four (4) hanging bird feeders per unit is allowed (Municipal Code 78-35). Seed should be carefully contained so as not to attract wildlife.

~~P. Swimming Pool (Adopted May 15, 2019)~~

~~Listed below are the swimming pool rules that should be followed by all Association members as well as their guests.~~

1. ~~Hours of operation are 8 A.M to 9 P.M.~~
2. ~~All persons using the pool and pool area do so at their own risk. The Association assumes no liability for any accident or injury in connection with such use.~~

3. During inclement weather, the pool will be closed for safety reasons, all those in the pool will be asked to leave. The pool will re-open when any and all weather threats have passed.
4. A total of 6 members, including guests only per unit.
5. Pool keys are to be used by the immediate owners. No owner should loan out his or her pool key to anyone. Doing so could result in fines or revocation of privileges.
6. The pool area gate should be kept closed and locked at all times.
7. Climbing on or over the pool area fence is prohibited.
8. Persons 12 or under must be accompanied by an adult.
9. Persons who are not toilet trained or who are unable to reach the bathroom are required to wear swim diapers.
10. Running, pushing or rough play in the pool or pool area is prohibited.
11. Use of bad language (swearing/profanity), being loud and obnoxious will result in you and your guests to be asked to leave the pool area.
12. When not in use all personal property brought into the pool area shall be stored under a lounge chair or within 1 foot of the lounge chair so as not to create a risk of injury to others.
13. Flotation devices are allowed only during non-peak times or when 10 or less people are present. Please be considerate of everyone's space.
14. If suntan oil is used, wipe off with a towel prior to entering the pool
15. Drinks in plastic or metal containers only and kept at an appropriate distance from the pool. Dispose of all waste materials in the proper receptacle.
16. NO SMOKING of any kind is allowed in the pool area (upper or lower deck).
17. No grilling is allowed in the pool area (upper or lower deck).
18. NO FOOD is allowed in the pool area (upper or lower deck).
19. No animals are allowed in the pool or pool area at any time. Failure to do so will result in fines and revocation of privileges.
20. Vandalism to the Port-O-Potty, pool, or pool area is prohibited and punishable by law.
21. In the case of damaged property, an assessment for the repair or replacement will be made against the unit/resident owner.
22. Do not enter the pool if you are ill or have an open cut or sore.
23. Proper swim attire is required.
24. NO private parties, swim parties, birthday parties etc. are allowed.
25. Each resident is liable for the actions of his or her family and/or guest(s), regardless of age, while using the pool or in the pool area.
26. Anyone observed in the pool outside of regular pool hours will forfeit his or her use of the pool for a thirty (30) day period.

Pool Capacity is 41 people

III. Architectural Control/Building & Grounds

Rules and Regulations pertaining to architectural control/building and grounds are intended to assure the uniform and attractive appearance of the entire condominium development by prohibiting unauthorized alterations to the common areas and by maintaining the aesthetic qualities of the grounds and other amenities.

Failure to comply with the Rules & Regulations set forth in this section could create an unsightly, non-uniform appearance which could lessen property values, be an infringement upon the rights of others, cause permanent damage to and thus increase the cost of maintenance and repairs to the common and limited common elements, and generally be contrary to the best interest of the Association.

A. Alteration, Construction and Removal

No common or limited common area shall have alterations, construction or removals of existing structures without the approval of the Board of Directors. This includes expansion of patio's, adding pergolas, adding or expanding decks, adding security windows and doors, and security cameras.

B. Antenna/Satellite Dish/Cable

Parkway Village Condominium Association complies with the FCC Over-the-Air Reception Device (OTARD) rules and regulations in placing the following restrictions on placement of satellite dishes.

1. Satellite dishes shall only be installed within the patio space or within 24 inches of the back of the individual unit.
2. Satellite dishes may be placed a reasonable distance beyond patio space or beyond the 24 inches of the individual unit, only if acceptable quality signal cannot be acquired in any other location. In such cases, the Board of Directors approval is required before installation occurs.
3. Installation of satellite dishes in the front of the unit or on the side of the unit is allowed only if a signal cannot be acquired in any of the preferred areas noted in #1.
4. Installation of satellite dishes on roofs or exterior walls is strictly prohibited.
5. Holes should not be drilled into exterior walls of units for cable installation without permission of the Board of Directors.
6. Installation of Antennas is strictly prohibited in Parkway Village Condominium Association.

C. Landscaping

The planting of ornamental flowers, bushes, shrubs or vegetables within two (2) feet of your unit does not need prior board approval. However, once a unit owner plants within the two (2) feet of their unit, they are responsible to weed, mulch and maintain this area. Existing owners are responsible for informing new owners of the unit of the plantings within two (2) feet. Failure to be informed is not cause to ignore the maintenance required with the two (2) feet of the unit.

Vines or other plants that may grow on the condominium siding or brick work is prohibited.

D. Screen/Storm/Service and Garage Doors

Screen, storm doors, service doors and garage doors shall be maintained in good working condition by the unit owner and color coordinated/painted to match the unit.

E. Fences

No fences of any kind are allowed around the individual units.

F. Wash Lines

No wash lines, either temporary or permanent, are allowed on the outside of the unit or on the common or limited common area.

G. Basketball Hoops

No basketball hoops are allowed to be installed on individual garages. Portable basketball hoops must be stored each evening, and the owner is responsible for maintaining an orderly and friendly basketball game. Any complaint received that is proven to be considered obnoxious or endanger the health and safety of a person will be addressed individually by the Board of Directors.

H. Garages

Garage doors must be closed and locked when unattended. Garages must be kept in clean and orderly manner.

I. Signs

No signs of any kind shall be placed in the common area. Security system signs, fire safety sign and a FOR-SALE sign can be displayed in a window or door of the unit. Any other signage may be placed within the two (2) feet of the unit. This can include political signs and messages.

A real estate broker's sign posted for the duration of an "open house" not to last longer than six (6) hours shall be deemed to be an approved sign by the Board of Directors.

J. Window Air-Conditioners

Window air conditioners were not originally envisioned as part of our community. The Board of Directors has adopted the following rules:

1. Window air conditioners will only be permitted during the period from Mary 1st through September 30th.
2. No more than two (2) window air conditioners will be allowed per unit.
3. Window air conditioners must be installed properly, and the installation must comply with all building codes of the City of Milwaukee.

IV. Parking & Vehicular Control

The speed limit on any Parkway Village Street or court is ten (10) miles per hour.

The Rules and Regulations pertaining to parking and vehicular control are intended to provide for safe, easily maintained roads, driveways, parking lots and equitable parking arrangements for all residents, by controlling parking and other vehicular related activities and by identifying those vehicles authorized to park within Parkway Village Condominium Association.

Failure to comply with the Rules and Regulations set forth in this section could infringe upon the rights of others, create a dangerous health or safety hazard, limit access by maintenance and emergency vehicles, create a nuisance and generally be contrary to the best interest of the Association.

In addition to the penalties, vehicles determined to be in violation of any of the following rules or city ordinances may be subject to immediate ticketing, towing and storage at the owner's expense. The management and Board of Directors assume no liability for the expense incurred by vehicle owners in the enforcement of these Rules and Regulations.

A. Registration (updated 8/16/23)

All vehicles (automobiles, light pickup trucks, vans, motorcycles, motor scooters, mopeds, trailers, campers, travel trailers, boats, motor homes, trucks) belonging to Parkway Village

residents must be registered with the Board of Directors/management company. The registration should include the owner's name, address, the make, model and license plate number of each vehicle kept on Parkway Village property. Registration must be sent to the Board of Directors/management company within ten (10) days of residency or change of vehicle. Each resident will be issued a Parkway Village registration decal. This vehicle identification number is to be displayed in the left side rear (drivers' side) window of any vehicle and for trailers, boats, campers, etc. without a side window, please display the decal in the front or on the left side.

B. Motorized Vehicles (updated 8/16/23)

1. ATV's, mini-bikes, go-carts, snowmobiles and other non-licensed motor vehicles (except for authorized maintenance and emergency vehicles) are prohibited from operation throughout the planned unit development.
2. Licensed motorized vehicles are to be operated on the roads and parking areas only. At no time are vehicles allowed on pedestrian walkways or other common areas which includes the grass.
3. Limited maintenance such as oil changes, filters, tune-ups, etc. on residents' vehicles are permitted. Business-oriented activities regarding motor vehicles, including motor repair, body repair and vehicle sales or leasing conducted on a commercial basis are not allowed. No vehicles are to be left on stands, blocks or jacks unattended at any time. The storing of inoperable vehicles in any parking area is prohibited. Violators will be towed away at owners' expense.
4. All individual unit stalls and other operable designated parking areas shall be used only for the parking of automobiles, light pick-up trucks, vans, motorcycles, motor scooters and mopeds. Persons using said parking areas shall, at reasonable times and upon reasonable notice, be obligated to remove their vehicles to permit the parking areas to be cleaned, repaired, resurfaced, repainted, restriped or cleared of snow and ice.
5. Boats, campers, travel trailers, mobile homes, trucks, vehicles, or vehicular extension with a gross vehicle weight (GVW) over 8,500 pounds shall NOT be permitted within Parkway Village.
6. Boats, campers, travel trailers, mobile homes, trucks, vehicles, or vehicular extension with a gross vehicle weight (GVW) under 8,500 pounds are permitted but should be stored in the unit owners' garage or in the designated overflow parking lot (between 9510 and 9496 W. Tower). The overflow lot is a first come first serve basis and no more than one stall is permitted per vehicle. All such recreational vehicles and other vehicles must also be registered with the Board of Directors/management company.
    a. Unit owners can park boats, campers, travel trailers, mobile homes and trucks under 8,500 pounds in individual unit stalls at the owners' resident for the purpose of cleaning, loading and unloading and repairing for 48 hours or less.

b. At NO time shall any resident or their guest be allowed to live in a boat, camper, travel trailer, mobile home, truck or automobile while on Parkway Village property.

7. The excess parking spaces located near the townhouse units are for additional parking of automobiles, light pick-up trucks, vans, motorcycles, motor scooters and mopeds for the unit owners and guests. Vehicles that are in these spaces for more than 10 days out of the month, will no longer be considered guest vehicles. If the vehicle is not a guest vehicle, it will need to be registered with the Board of Directors/management company. Vehicles not following these guidelines will be towed at the owners' expense.
8. Inoperable and/or non-licensed vehicles may not be stored in designated parking areas for more than 72 hours.
    a. Designated parking areas being Parkway Village roads and court yards, additional parking lots and an overflow parking lot.
    b. Individual unit stalls being unit garage and designated area in front of the garage door.
9. At no time shall any owner, resident or guests be allowed to park more than one (1) vehicle in any individual parking stall if the combined length of both exceeds the length of the driveway.

C. Snow Parking

1. For the purpose of plowing, all vehicles must be removed from access roads and parking areas per instruction of the management company.
    a. Any vehicle not moved will be the responsibility of the owner to clear the snow from around the vehicle.
2. Snow emergencies at Parkway Village shall be declared to (1) coincide with the City of Milwaukee snow emergencies or (2) by the management company or Board of Directors, as necessary. During declared snow emergencies, all vehicles in designated parking areas and the areas in front of the garage door must be removed within 24 hours to allow for snow clearing.
   Note: the walkway and drive to and from the poolside area which is between 97th Court and Terra Court will NOT be plowed at first snowfall through first thaw. Use of this area is at the owner's risk and responsibility.

D. Parking

1. All vehicles must park in individual unit stalls or designated parking stalls and occupy only one lined space.
2. Parking near dumpsters, fire hydrants and in areas posted as "NO PARKING" is prohibited and subject to towing without warning.

3. Any motorized vehicle, which is inoperable, unlicensed and/or illegally parked, will be ticketed and towed at the owners' expense. Vehicles that are inoperable or in need of maintenance (e.g., flat tire) may not be stored in designated parking areas for more than 72 hours and are subject to towing without warning.
4. Parking in areas posted as "NO PARKING" or "NO OVERNIGHT PARKING" is prohibited and subject to towing without warning.
5. No motorized vehicle of any type may be parked in any designated parking areas (parking areas by the townhouse units) for longer than five (5) days unless the owner has written permission from the Board of Directors/management company, as this will constitute abandonment and subject to towing without warning.
6. Owners who park/store vehicles in any designated parking area or overflow lot on Parkway Village premises park at their own risk and the Parkway Village Association assumes no responsibility for stolen/damaged property.

V. Enforcement

A. Violations may be reported by any unit owner or resident to:
    1. The Milwaukee Police Department if the violation is an infraction of a city ordinance
    2. To any member of the Board of Directors or to the management company if the violation is an infraction of the Parkway Village Rules and Regulations.
B. When reporting a violation to either the Milwaukee Police Department, Board of Directors or the management company, you must include the following information:
    1. Name of the offender and/or address if known.
    2. Description of the violation.
    3. Time and place of occurrence or if a continuing violation, the time or times of observance of the occurrence.
    4. Name, address and telephone number of the reporting unit owner or resident.
C. Upon receipt of a complaint, the Board of Directors shall attempt to resolve the matter by:
    1. Obtaining correction of the violation.
    2. Obtaining payment of the appropriate fine, as per the schedule of fines as determined by the Board of Directors.
    3. Any other solution agreed to by the complainant and the violator.
    4. A hearing before the Board of Directors. The hearing section shall be only with the Board of Directors, the parties involved, and their witnesses. The determination and decision section of the meeting shall be closed to all except the Board of Directors. The decision will be rendered in writing to concerned parties within three (3) business days of the hearing. It will consist of a three-part statement of facts, summary of evidence received and decision and resolution.

5. If the violator fails to appear at the hearing without notice, the grievance shall be dismissed without prejudice, and the violator shall be responsible for any fines that occurred due to the violation.
6. If the violator fails to appear, the aggrieved party must still prove their grievance, and no presumption can be made from the non-appearance.
7. The decision of the Board of Directors is final.

VI. Procedure for Penalties

(This policy was adopted by the Board of Directors on 08/19/24 and shall be effective January 1, 2025).

Penalties for violations of the preceding Rules & Regulations will include one or all the following:

A. Penalties for violation of rules.

1. **First Violation:** A letter from the Board of Directors outlining the violation and requesting compliance with the rules.
2. **Second Violation:** A second warning from the Board of Directors will include a fine of $35.00. Fines not paid within thirty (30) days will be assessed late fees each month until the fine is paid. A second violation shall result in deprivation of privileges to use the amenities for thirty (30) days.
3. **Third Violation:** Certified letter requesting an appearance before the Board of Directors, to address the violation and plan of action to correct the violation.

Fines are to be paid immediately to the Parkway Village Association. Any fine not paid within ten days of the post marked date of the billing by the Association shall accrue a late charge in the amount of $75.00 for every month the fine is not paid. The Association shall have the right, following the imposition of any fine, to collect the same as a Special Assessment against the Condo Owner's unit.

B. Acceleration of fines for Multiple Violations.

Fees for rule violations noted in Section A (2) will escalate as follows:

1. For the first offense in a given twelve-month period: $35.00
2. For the second offense in a given twelve-month period: $75.00
3. For the third offense in a given twelve-month period: $155.00

C. **Police action, towing, etc.**

D. **Action by legal counsel, including court action, liens, and foreclosures**

E. **All other judicial sanctions** that are **available.**

F. **Any other action deemed appropriate.**

VII. Change of Ownership

A Reserve Contribution Fee shall be paid at closing by the buyer for each property purchased in the Parkway Village Condominium Association.

VIII. Collection Policy

(This policy was adopted by the Board of Directors on 08/19/24 and shall be effective January 1, 2025.)

Association fees are considered to be an annual assessment to be paid monthly by the first of every month. When dealing with delinquent accounts, it is in the Associations best interest to refer delinquent accounts promptly to an attorney for collection so as to minimize the Association's loss of assessment revenue.

Pursuant to Article V of the Bylaws, the Association, through the Board of Directors, shall from time to time adopt rules and regulations governing the operation, maintenance and use of the units, common elements and facilities by the unit owners and occupants.

A late fee will be applied which the management company is authorized and directed to charge and collect from any delinquent homeowner for each month that an account remains delinquent.

Late Fee Structure for delinquent accounts:

1) Payment of monthly condominium fees shall be made so as to be received by the 10th day of the month in which the payment is due. If payment of the monthly fee is not received by the 10th day of the month, then on the next day a late fee of $75.00 shall be assessed and added to the owner's account without advance notice.
2) A subsequent $75.00 late fee shall be assessed and added to the owner's account in like fashion for every month the owner's account remains delinquent.
3) All payments shall be posted to the oldest balance due on account (this includes carry forward balance, late fees and legal expense from the previous month(s) first and then any remaining monies with be applied to current fees). The late fee will be applied each

month in which payment received is insufficient to cover the full amount of the carry forward balance due and the current fees by the due date.

4) Owners whose account is delinquent for more than 30 days shall be called due for the whole of the remaining portion of the annual assessment and charged interest pursuant to Bylaw Article 8, paragraph b. In such event, the account will be deferred to an attorney for the filing of a Statement of Condominium Lien and legal action to collect fees and assessments.

Any unit who is delinquent with any payment due to the Association shall not be entitled to vote on any matter if the Association has recorded a Statement of Condominium Lien against the unit, nor shall any owner serve as a Director on the Board during such time.

P. Swimming Pool (Adopted July 17, 2025)

Listed below are the swimming pool rules that should be followed by all Association members as well as their guests. Pool access is provided to any owner that does not have an outstanding debt with the Association.

1. Hours of operation are 8 A.M to 9 P.M.
2. All persons using the pool and pool area do so at their own risk. The Association assumes no liability for any accident or injury in connection with such use.
3. During inclement weather, the pool will be closed for safety reasons, all those in the pool will be asked to leave. The pool will re-open when any and all-weather threats have passed.
4. A total of 6 members, including guests only per unit.
5. Pool keys are to be used by the immediate owners. No owner should loan out his or her pool key to anyone. Doing so could result in fines or revocation of privileges.
6. The pool area gate should be kept closed and locked at all times.
7. Climbing on or over the pool area fence is prohibited.
8. Persons 12 or under must be accompanied by an adult.
9. Persons who are not toilet trained or who are unable to reach the bathroom are required to wear swim diapers.
10. Running, pushing or rough play in the pool or pool area is prohibited.
11. Use of bad language (swearing/profanity), being loud and obnoxious will result in you and your guests to be asked to leave the pool area.
12. When not in use all personal property brought into the pool area shall be stored under a lounge chair or within 1 foot of the lounge chair so as not to create a risk of injury to others.
13. Flotation devices are allowed only during non-peak times or when 10 or less people are present. Please be considerate of everyone's space.
14. If suntan oil is used, wipe off with a towel prior to entering the pool
15. Drinks (water/juices) in plastic or metal containers only and kept at an appropriate distance from the pool. Dispose of all waste materials in the proper receptacle.
16. No Glass of any kind is allowed (upper or lower deck)
17. No Alcohol is allowed (upper or lower deck)
18. No recreational drugs are allowed (upper or lower deck)
19. NO SMOKING or Vaping of any kind is allowed in the pool area (upper or lower deck).
20. No grilling is allowed in the pool area (upper or lower deck).
21. NO FOOD (food of any kind, including candy other snacks) is allowed in the pool area (upper or lower deck).
22. No animals are allowed in the pool or pool area at any time. Failure to do so will result in fines and revocation of privileges.
23. Vandalism to the Port-O-Potty, pool, or pool area is prohibited and punishable by law.

24. In the case of damaged property, an assessment for the repair or replacement will be made against the unit/resident owner.
25. Do not enter the pool if you are ill or have an open cut or sore.
26. Proper swim attire is required.
27. Breath holding under water is prohibited per Wis Admin Code ATCP 76.29
28. NO private parties, swim parties, birthday parties etc. are allowed.
29. Each resident is liable for the actions of his or her family and/or guest(s), regardless of age, while using the pool or in the pool area.
30. Anyone observed in the pool outside of regular pool hours will forfeit his or her use of the pool for a thirty (30) day period.

Pool Capacity is 41 people

PARKWAY VILLAGE CONDOMINIUM ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION H

STATUTORY RESERVE ACCOUNT

JUN 5 2006

DOC.# 09225007

REGISTER'S OFFICE | SS
Milwaukee County, WI
RECORDED 04/27/2006 02:47PM
JOHN LA FAVE
REGISTER OF DEEDS
AMOUNT: 11.00

Document Number

STATUTORY RESERVE ACCOUNT STATEMENT

Re: PARKWAY VILLAGE Condominium, being a condominium created under the Condominium Ownership Act of the STATE OF WISCONSIN by a "Declaration of Condominium for PARKWAY VILLAGE CONDOMINIUM ASSOCIATION Condominium", dated the ____ day of ____, and recorded the 17 day of MAY, 1974 in the Office of the Register of Deeds for MILWAUKEE County, Wisconsin, in (Reel)(Vol.) 785 of Records, at (Images) (Pages) 21386 218 through ____, as Document No. 484 1378 and by a Condominium Plat (hereinafter "Condominium").

The Condominium ([redacted]) (shall not) have a Statutory Reserve Account, as described in Wis. Stat. § 703.163, effective 3 DECEMBER, 2005. This determination is made by the ([redacted]) (Association with the written consent of a majority of the Unit votes).

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:
PARKWAY VILLAGE CONDOMINIUM WILL USE A NON-STATUTORY RESERVE ACCOUNT AND SUCH OTHER MEANS AS ARE AVAILABLE TO IT BY LAW.

Recording Area

Name and Return Address
PROSPECT MANAGEMENT COMPANY
5645 N. GREEN BAY AVE.
GLENDALE, WI 53209

Parcel Identification Number (PIN)

Dated this 24 day of APRIL, 2006.

Nancy H. Baum
* NANCY H. BAUM
Title: PRESIDENT

* ____
Title: ____

AUTHENTICATION

Signature(s) ____

authenticated this ____ day of ____, ____

* ____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, ____ authorized by §706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

ATTY. JONATHAN LEVINE

(Signatures may be authenticated or acknowledged. Both are not necessary.)

ACKNOWLEDGMENT

STATE OF WISCONSIN,)
) ss.
Milwaukee County.)

Personally came before me this 24th day of April, 2006, the above named

NANCY BAUM

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

ANDREA POLINSKI NOTARY PUBLIC STATE OF WISCONSIN

Andrea Polinski
Notary Public, State of Wisconsin
My Commission is permanent. (If not, state expiration date: February 10, 2008.)

*Names of persons signing in any capacity should be typed or printed below their signature.