DISCLOSURE MATERIALS

DECLARANT: CONDO DEVELOPMENT, INC.
318 North Lake Road - No. 101
Oconomowoc, WI 53066

CONDOMINIUM: HARTFORD SQUARE II, A CONDOMINIUM
Hartford, WI 53027

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES 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.

The undersigned hereby acknowledges this day, they have received the Disclosure Materials for Hartford Square II Condominium as itemized by Index on reverse side hereof.

_____ _____

Buyer Buyer

Date _____ Date _____

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The disclosure materials which the Declarant is required by law to provide to each prospective condominium purchaser contain the following documents and exhibits:

1. **Executive Summary.**The Executive Summary highlights for a buyer of the condominium unit essential information regarding the condominium. The Executive Summary begins at page 1-1 of these disclosure materials and is supplemented by the Declaration.

2. **Declaration.** The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins at page 2-1 of these disclosure materials.

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 the Association are specified in its Articles of Incorporation. The Articles of Incorporation begin at page 3-1 of these disclosure materials.

4. **By-Laws.** The By-Laws contain rules which govern the Association and affect the rights and responsibilities of unit owners or Association members. The By-Laws begin at page 4-1 of these disclosure materials.

5. **Management or Employment Contracts.** Certain services may be provided to the condominium through contracts with individuals or private firms. Discussion of these items begins at page 5-1 of these disclosure materials.

6. **Projected Annual Budget.** The Association incurs expenses for the operation of the condominium which are assessed to and paid monthly by the unit owners. The projected operating budget is an estimate of those charges which are in addition to individual unit owner mortgage, insurance, utility and real estate tax payments. The budget begins at page 6-1 of these disclosure materials.

7. **Rules and Regulations.** The Declarant has established certain rules and regulations to govern the use of the condominium and the conduct of its occupants. Other rules and regulations may be adopted by the Association in the future. The initial rules and regulations are set forth beginning at page 7-1 of these disclosure materials.

8. **Floor Plans and Plat.** The Declarant has provided floor plans of the units being offered for sale and a plat of the condominium which shows the location of the unit you are considering and all common areas, facilities and elements which are part of the condominium. The floor plan and plat are shown beginning at end of the disclosure materials.

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CONDOMINIUM EXECUTIVE SUMMARY

1. **Condominium Identification:**
This condominium is known as Hartford Square II, A Condominium

2. **Expansion Plans:**
Optional: This condominium is expandable up to 170 units. See Article 14 of the Declaration for complete details.

3. **Governance:**
This condominium is managed by the Hartford Square II Condominium Owners' Association, Inc. which is an incorporated association located at 318 North Lake Road, Oconomowoc, WI 53066. For general information regarding this condominium, please contact: Greg James at 262-569-1516.

4. **Amenities:**
See Section 4.1 regarding the Clubhouse.

5. **Maintenance and Repair of Units:**
See Sections 6.2 and 6.3 of the Declaration regarding owner's responsibility for maintenance and repair matters.

6. **Maintenance, Repair and Replacement of Common Elements:**
See Section 6.1 of the Declaration regarding the Association's responsibility for maintenance and repair of common elements.

7. **Rental of Units:**
See Section 8.1 of the Declaration regarding rental provisions.

8. **Unit Alterations:**
See Section 6.4 of the Declaration regarding alteration of a unit.

9. **Parking:**
Parking is included at no extra charge. See Sections 8.7 and 8.8 of the Declaration regarding parking regulations. Additional restrictions may be found in the Rules and Regulations.

10. **Pets:**
See Section 8.6 of the Declaration regarding pets and animals. Additional restrictions may be found in the Rules and Regulations.

11. **Reserves:**
See Section 7.8 of the Declaration regarding reserve funds for the condominium. Reserve funds are also addressed in the annual budget for the condominium.

12. **Fees on New Units:**
None.

13. **Amendments:**
See Section 16.7 of the Declaration regarding amendments procedures.

14. **Other Restrictions or Features:**
See the Rules and Regulations for additional regulations.

DECLARATION

HARTFORD SQUARE II, A CONDOMINIUM
HARTFORD, WI 53027

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by Condo Development, Inc., 318 North Lake Road - No. 101, Oconomowoc, Wisconsin 53066 hereinafter referred to as "Declarant".

ARTICLE 1
GENERAL PROVISIONS

Section 1.1 - Intent. The Declarant, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Hartford Square II Condominium Owners' Association, Inc. (the Association").

Section 1.2 - Name and Address. The name by which this condominium shall be known is "Hartford Square II, A Condominium" and its street addresses are as shown on Exhibit B attached hereto.

Section 1.3 - Description of Land. The land which is the subject of this Declaration is described on Exhibit A attached hereto.

Section 1.4 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Washington County, a plat of survey entitled "Hartford Square II, A Condominium" consisting of eleven (11) sheets, certified on November 4, 2005, by Keith A. Kindred, R.L.S. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

Section 1.5 - Condominium Plat Amendments. The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the purpose of recording the actual location of any unit or building or other common element improvement which may deviate from the planned location as shown on the plat and for the purpose of reflecting the "as built" size and configuration of the units and buildings, and this may reduce the amount of common area. The Declarant further reserves the right to file amended condominium plat(s) reflecting changes in the types or configuration of buildings as long as all buildings contain no more than four units each.

Section 1.6 - Development Agreement. The development and use of the condominium property is subject to the terms and conditions of that certain Development Agreement entered into by and between the Declarant and the City of Hartford on November 21, 2005 recorded as Document No. 1109764.

ARTICLE 2
CONDOMINIUM BUILDING

Section 2.1 - Location of Buildings. The buildings are or will be located on the premises as depicted on the condominium plat.

Section 2.2 - Unit Identification System. Units shall each be assigned a unit number, a post office street address. The initial condominium units are identified on Exhibit B attached hereto.

Section 2.3 - Description of Buildings. There are a total of 12 residential buildings in Phase I and 19 residential buildings plus clubhouse in Phase II of the condominium. An additional 32 buildings in two additional phases are planned. The buildings are, or shall be, single-story structures of wood frame construction with composite roof material. Some, but not all, building have basements. Each building will be substantially the same in style and configuration, but the number of units may vary. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association.

ARTICLE 3
CONDOMINIUM UNITS

Section 3.1 - Number of Units. The condominium when completed will have a total of 82 units. Additional units may be added by the Declarant in accordance with Article XIV of this Declaration.

Section 3.2 - Unit Defined. A condominium unit is that portion of a building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms or enclosed spaces on one or more levels and having outer boundaries formed:

A as to finished areas, by and including the interior surface materials (i.e., drywall, paneling tiling and floor covering) of the perimeter and internal structural walls, floors and ceilings; and

B as to any unfinished areas (such as a basement or an attic), by the following:

(1) upper boundaries shall be the horizontal plane created by the undersurface of the ceiling joists or the undersurface of the chords of the roof trusses, as the case may be;

(2) lower boundaries shall be the upper surface of the unfinished floor; and

(3) vertical boundaries shall be the interior surfaces of the unfinished perimeter and structural walls.

Each unit includes its attached garage, covered porches and the unit fixtures. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed pursuant to Section 1.5 of this Declaration.

Section 3.3 - Description of Units. The size and configuration of each unit varies with the floor plan of the unit selected by the initial purchaser. Units vary from 1100 to 2200 square feet in size. These square footages are based upon exterior first floor dimensions and include the covered porches. Generally, each unit includes a living room, dining area or room, a kitchen, two bedrooms, two bathrooms, a covered porch and a garage. Some units include a basement and den/third bedroom.

Section 3.4 - Unit Fixtures. Improvements to a unit which are permanent in nature are unit fixtures. Typical unit fixtures include the following: interior non-load bearing walls, entry and interior doors, window and door glass, cabinetry, electric wiring and lighting fixtures, wall to wall floor covering, plumbing fixtures and pipes, heating and air-conditioning systems, water heater, exhaust

fans, porch screen/glass enclosure and door and such other built-in or permanent improvements or appliances which may be within the unit.

Section 3.5 - Unit Identification System. Each unit has a unit identification number and a street address. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes. When a conveyance affecting a unit occurs prior to the construction of a unit, the unit identification number shall be used and shall be legally sufficient to convey to the grantee the right to construct that unit in accordance with this Declaration.

Section 3.6 - Unit Modification. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.4 of this Declaration.

Section 3.7 - Boundary Wall Basements. Each unit owner shall have an easement in the boundary or exterior walls surrounding his unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the sound-proofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

ARTICLE 4
COMMON ELEMENTS AND FACILITIES

Section 4.1 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article III of this Declaration, and including, without limitation, the following:

A The land described in Section 1.3 of this Declaration.

B The building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, structural support systems, and exterior finish materials, including, but not limited to, exterior siding and trim, gutters and downspouts, roof shingles, air vents, windows, doors. Siding, trim, drywall, windows, screens, doors, and any other items located on porches shall be considered part of the condominium unit. Exterior air conditioning compressors and all related equipment and connections are part of the condominium unit. Painting and staining of interior and exterior and cleaning of interior and exterior of windows, and doors are the responsibility of the unit owners.

C The electric, telephone, communication, gas, water, sewer and other utility wiring, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls and which are not owned and maintained by a public or private utility company.

D The lawn and landscape areas and improvements.

E The common areas, if any, identified as such on the condominium plat together with all improvements, furnishings and fixtures provided therewith.

F All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners.

G The clubhouse facility and affiliated parking.

H The private walking paths.

Some common elements may, depending upon their location and use, be classified as limited common elements under Article V of this Declaration.

Section 4.2 - Percentage Interest. Each unit owner shall have an undivided 1/82 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium, such interest being subject to change upon expansion of the condominium as provided for in Article 14 of this Declaration.

Section 4.3 - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.4 - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

ARTICLE 5
LIMITED COMMON ELEMENTS

Section 5.1 - Limited Common Elements. Certain of the common elements which are contiguous to a unit, or which are reserved for the exclusive use and benefit of the occupants of that unit, are classified as limited common elements and shall include, without limitation, the following:

A Those common elements, if any, identified as limited common elements on the condominium plat.

B The electric, telephone, communication, gas, water, sewer and other utility wiring, laterals, conduits or pipes within or serving a unit.

C The front entry stoop, sidewalk and garage driveway, and outside porches, air conditioner slab, outside planting areas designated for each owner(s) use, and any other owner plantings which must be approved in writing by the Association.

D Such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

Section 5.2 - Transfer of Limited Common Elements. Limited common elements shall not be separated from the units to which they appertain and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE 6
REPAIRS AND MAINTENANCE

Section 6.1 - Common Elements. The Association shall be responsible for the management, control, maintenance, repair and replacement of the common elements and shall cause the same to be

kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be charged in accordance with Section 7.4 of this Declaration.

Section 6.2 - Limited Common Elements. Each unit owner shall be responsible for keeping the limited common elements appurtenant to his or her unit in a clean, attractive and sanitary condition. If, after notice from the Association, a unit owner fails to timely comply with this provision, the Association may take corrective measures and the cost thereof may be charged in accordance with Section 7.4 of this Declaration. The Association shall maintain, repair and replace if needed the front entry stoop, sidewalk, garage driveway, outside porch slab and air conditioner slab. The Association will shovel the entry stoop and sidewalk and will plow the garage driveway and parking areas. Any maintenance, repair and replacement of front entry stoop, sidewalk, garage driveway, outside porch slab or air conditioner slab shall be subject to a charge-back in accordance with Section 7.4 of this Declaration.

Section 6.3 - Individual Units. Each unit owner shall be responsible for keeping his or her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures.

Section 6.4 - Limitations on Changes. No unit owner shall alter the floor plan or modify the fixtures of his/her unit without first obtaining, during the period of Declarant control as defined in Section 12.05 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner may make any improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium and that do not create a nuisance substantially affecting the use and enjoyment of other units or the common elements. A unit owner may not change the exterior appearance of a unit or of any other portion of the condominium without permission of the board of directors or the Association. No unit owner may make any alteration that would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament, or change the exterior appearance of a unit or any other portion of the condominium not part of the unit. .

Section 6.5 - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element or limited common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and/or occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE 7
ASSESSMENTS FOR COMMON EXPENSES

Section 7.1 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 7.2 - Common Expenses. Common expenses are defined as follows:

A all sums lawfully assessed against the unit owners by the Association;

B expenses declared common expenses by the Act, by this Declaration or the By-Laws;

C amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements. The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

Section 7.3 - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by section 4.2 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant, may be accounted for separately and be charged to the unit owner responsible therefor as a special charge. In the event of expansion of the condominium as provided for under Article 14 of this Declaration, the proportionate share shall be modified as provide for in Section 14.2 thereof.

Section 7.4 - Special Charges. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for corrective measures taken in accordance with Section 6.2 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefor as a special charge. Penalties assessed by the Board of Directors for infractions of rules shall also be special charges.

Section 7.5 - Annual Budget. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined. The Association annually shall adopt and distribute to all unit owners an annual budget setting forth the following:

A Anticipated common expenses and any amounts to be allocated to a statutory reserve account under the Act and to any other funds for future expenditure.

B The amount and purpose of any other anticipated Association expenditure.

C The amount in any statutory reserve account under the Act or any other funds held for future expenditures.

D Any common surpluses.

E The amount and source of any income, other than unit owner assessments.

F The aggregate amount of any assessment to be levied against unit owners and the purpose of the assessment.

Section 7.6 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.2 of this Declaration, or in proportion to such new percentage as established by Section 14.2 of this Declaration in the event of an expansion of the condominium

Section 7.7 - Special Assessment. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or un-predicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for which the same was levied.

Section 7.8 - Statutory Reserve Account. The Declarant hereby elects not to establish a statutory reserve account. The future repair and replacement of common elements will be funded with assessments or with funds held for operational contingencies

Section 7.9 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.2 of this Declaration, said percentage interest may change as provided in Section 14.2 of this Declaration upon expansion of the condominium.

Section 7.10 - Covenant to Pay. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 7.11 - Liability for Assessments upon Conveyance.

A A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit, including any assessments coming due during the pendency of any claim by the unit owner against the Association or during any period in which the unit is not occupied by the unit owner or is leased or rented to any other person. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which assessments are made.

B Any grantee of a unit is entitled to a statement from the Association or the executive board setting forth the amount of unpaid assessments against the grantor. The grantee is not liable for, nor shall the unit conveyed be subject to a lien that is not filed pursuant to Section 7.12 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association or a board of directors does not provide such statement within 10 business days after grantee's

request, they are barred from claiming under any lien that is not filed under Section 7.12 hereof prior to the request for the statement against the grantee

Section 7.12 - Lien for Assessments. All assessments, regular or special, and special assessments for common expenses and charges, fines or assessments against specific units or unit owners for damages to the condominium or for penalties for violations of the declaration, bylaws or Association rules, together with interest thereon and actual costs of collection, constitute a lien upon such unit and upon the allocated interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within 2 years after the date on which the assessment becomes due. The lien is effective against the unit at the time the assessment becomes due regardless of when within the 2-year period it is filed. A statement of condominium lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. When applicable, the Association make take foreclosure action. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien..

Section 7.13 - Priority of Lien. A lien under this section is prior to all liens except:

A liens of general and special taxes;

B liens of a first mortgage recorded prior to the making of the assessment;

C construction liens filed prior to the making of the assessment; and

D all sums unpaid on any veteran secondary mortgage loan made under Section 45.80, Stats.

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

Section 7.14 - Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

Section 7.15 - Additional Remedies. Any assessment or installment thereof not paid within 10 days after the due date shall accrue interest from the due date at a rate which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon the execution of a judgment. In lieu of charging such interest, the Association Board of Directors may, from time to time, fix a reasonable late payment fee for each month, or fraction thereof, that such assessment is not paid. All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the unit owner obligated to pay the assessment or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessments hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

Section 7.16 - Assessments Against Declarant. Notwithstanding any other provision of this Article, the Declarant, as a unit owner, shall not be liable for any annual or special assessment under this Article as to any unit which is not occupied, leased or sold by the Declarant except for the payment of a standby charge sufficient to cover the costs of Association insurance attributable to such unit plus $10.00 per month, until such unit has been sold or leased. Such standby charge shall accrue as to each such unit from the date of the issuance of the occupancy permit for the unit.

ARTICLE 8
COVENANTS ON USE AND OCCUPANCY

Section 8.1 - Use of Premises. This condominium is designed and intended to meet the special housing needs of older persons in accordance with the Wisconsin Fair Housing Act as amended, Section 101.22, et seq. of the Wisconsin Statutes. At least 80% of all units within the condominium shall be occupied and used exclusively for single-family residential purposes by at least one person 55 years of age or older per dwelling unit. During the period in which initial sales of units by the Declarant are in progress and for a period of one year after all units are sold, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for business or promotional purposes, including clerical activities, sales offices and model units for display, provided such activities do not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.2 - Construction Activities. During the initial period of construction of the building and facilities of the condominium, the Declarant, his contractors and subcontractors and their respective agents and employees, shall be entitled to access to said building and all common elements of the condominium as may be required in connection with such construction.

Section 8.3 - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium; nor, except with the consent of the Association, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the initial sale of unsold units. The Association may grant written permission to place a "For Sale" sign in a window or on a front lawn of a unit. If there are too many requests during the same time period, the Association may arrange alternating sign usage so each owner gets to display a sign for one or two weeks each month, in order to help maintain property values.

Section 8.4 - Use of Common Elements. Each unit owner shall have the right to use the common elements and facilities in common with all other unit owners for the purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be kept in an attractive condition consistent with an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.5 - Occupancy Restrictions. No more than four (4) persons may reside in or occupy any unit within the condominium.

Section 8.6 - Pets and Animals. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except such household pets as may be kept in units in strict compliance with Association rules and regulations.

Section 8.7 - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than one motor vehicle for each vehicle space in their unit's garage (excluding motorcycles) on the condominium, and vehicles shall be parked only in garage. Therefore only one vehicle permitted if one-vehicle garage and two vehicles permitted if two-vehicle garage. Except for the vehicles of guests of unit owners or lessees, and except as provided in Section 8.8 hereof, the parking of all other vehicles of any kind on the condominium is prohibited. All motor vehicles must be licensed and operable.

Section 8.8 - Commercial and Recreation Vehicles. No person shall use any of the common elements of the condominium for the parking, storage or operation of motor homes, campers, trucks over one-ton capacity, Snowmobiles, motorized bikes or other commercial or recreation-type vehicles, except as permitted by the Association rules and regulations.

Section 8.9 - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Association, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.10 - Insurance and Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.11 - Roof and Attic Structures. No owner or occupant shall place upon the roof or in the attic of a building any antenna, tower, solar collector or other similar device except as permitted in the rules and regulations governing the condominium.

Section 8.12 - Leasing of Units. The Declarant may lease units which it owns upon such terms and conditions as it determines. After a unit has been sold by the Declarant, the unit owner may not thereafter lease the unit for a term of less than one month. The owner of a leased unit shall notify the Association of the tenant's name and telephone number and within five days of the owner entering into or renewing a lease agreement, the unit owner shall provide a copy of the agreement to the association. Additionally, before the tenant takes occupancy, the unit owners shall provide a copy of the Declaration, By-Laws and Rules to the tenant. The owner shall provide the Association a receipt signed by the tenant acknowledging receipt of the Declaration, By-Laws and Rules.

Section 8.13 - Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

ARTICLE 9
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.1 - Compliance Required. Every unit owner, tenant and occupant shall comply strictly with every rule, restriction, condition or regulation adopted by the Association under the By-

Laws, and with the covenants, conditions and restrictions set forth in the Act, this Declaration, the By-Laws or in the deed to the unit.

Section 9.2 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the buildings or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.3 - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE 10
INSURANCE

Section 10.1 - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property [as defined in §703.02(14) of the Act] against loss or damage by fire or other hazard and against liability claims. The amount of protection and the types of hazards to be covered shall be reviewed and determined at least annually by the Board of Directors. In making its determination of coverage, the Board of Directors need not be restricted by the classifications established in Articles III and IV of this Declaration with regard to Association policy coverage. The insurance provided by the Association shall be without prejudice to the right of each unit owner to insure his or her own unit for personal benefit provided, however, that no owner shall be entitled to exercise his or her right to maintain individual unit insurance in such a way as to decrease the amount which may be realized under any Association insurance policy.

Section 10.2 - Assessment of Premiums. Premiums for policies of insurance obtained by the Association shall be common expenses assessable to the unit owners in accordance with the percentage of interest established by Section 4.2 of this Declaration. The cost of insurance is included in the annual Association budget and is, therefore, part of the annual assessment established pursuant to Section 7.5 of this Declaration which is payable on a monthly basis.

Section 10.3 - Coverage. The Association shall provide the following types of insurance coverage:

A **Property Insurance.** The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.2 of this Declaration. All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risk) endorsement. To the extent possible, such 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 canceled, 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 an opportunity to cure the defect within that time.

B **Liability Insurance.** Public liability and officers and directors liability insurance shall be provided covering all claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.

C **Workers Compensation.** Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.

D **Other Insurance.** The Board of Directors may provide such other insurance as it determines is necessary or desirable.

Section 10.4 - Use of Proceeds. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagee shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Section 10.5 - Insurance by Unit Owners.

A Unit Owners shall be responsible for providing policies of insurance covering their respective units and the following items:

(1) The personal contents of the resident which are not attached to the unit and/or are stored elsewhere in the condominium. This includes, but is not limited to, wall hangings, furnishings, clothing, collectibles, vehicles and unattached flooring, appliances and other personal items.

(2) The public liability coverage to the extent not insured by the liability insurance carried by the Association for all of unit owners pursuant to Section 10.3 hereof.

(3) Additions and improvements to owner unit that have increased value beyond the amount of the Association policy coverage on each individual unit structure, which is an optional "Loss Assessment" endorsement.

(4) The deductible portion of the Association Insurance Policy that applies to "unit fixtures" as described in Section 3.4, will be paid by the owner(s) of the unit(s) having damage. Therefore, condominium owners should consider having their unit policy include payment of the Association Insurance deductible on "unit fixtures". It may be standard coverage or covered under "Loss Assessment" endorsement which is extra coverage. If the loss is less than the deductible, no claim will be filed on the Association Policy and as a result, owner(s) of unit(s) having damage will either pay the contractor(s) or the Association for repairs made.

B The Association shall be responsible for all other insurance covering the condominium property including "unit fixtures" as described in Section 3.4 hereof.

Section 10.6 - Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

ARTICLE 11
RECONSTRUCTION

Section 11.1 - Determination. Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least seventy-five percent (75%) of the unit owners and their mortgagees and within ninety (90) days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 11.2 - Variances. 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.

Section 11.3 - Financing. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article X of this Declaration, be available to the Association for the purpose of repair or reconstruction. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE 12
ASSOCIATION OF UNIT OWNERS

Section 12.1 - Legal Entity. The affairs of this condominium shall be governed by an incorporated association of unit owners that even if unincorporated, is constituted a legal entity for all purposes. Except for matters reserved to the Association members or units owners under the Act, the declaration or the by-laws, all policy and operational decisions of the Association, including interpretation of the condominium instruments, by-laws, rules and other documents relating to the condominium or the Association, shall be made by its board of directors. This subsection does not affect deference to, or the standard review of, an action of the board of directors by a court. The Association shall be known as the Hartford Square II Condominium Owners' Association, Inc. (herein the "Association").

Section 12.2 - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. At meetings of the Association every unit owner is entitled to cast the number of votes appurtenant to his or her unit as established in the declaration under the Act. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee. If only one of multiple owners of a unit is present at a meeting of the Association, the owner is entitled to cast the votes allocated to that unit, but in no event shall more than one vote be case with respect to any unit.

Section 12.3 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association and shall have the authority and power to:

A adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;

B employ and dismiss employees and agents;

C sue on behalf of the unit owners;

D make contracts and incur liabilities, including borrowing funds in the name of the Association in the manner specified in the bylaws under the Act;;

E cause additional improvements to be made as a part of the common elements;

F grant easements through or over the common elements;

G grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building;

H enforce the obligation of unit owners to maintain and repair limited common elements;

I obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the common elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts;

J obtain and pay for legal and accounting services necessary or desirable in connection with operation of the common elements or the administration of this Declaration;

K acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element;

L establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration;

M contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services;

N manage and care for any special facilities deemed appropriate by the Association aimed to meet the special needs of older persons;

O contract for services designed to meet the needs of older persons, including, but not limited to transportation services, health maintenance services, entertainment services, catering, etc.; and

P exercise any other power granted to the Association by the Act, this Declaration or the By-Laws.

Q purchase goods and services jointly with other condominium associations or other persons.

Section 12.4 - Meetings of the Association. Meetings of the Association shall be governed by the following and such additional rules as may be set forth in the By-Laws:

A The Association shall maintain a current roster of names and addresses of every unit owner to which notice of the meetings of the Association shall be sent.

B Every unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.

C No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners.

Section 12.5 - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and exercise the powers and responsibilities otherwise assigned by the Act, this Declaration, the Articles of Incorporation or the By-Laws to the Association or to its officers for a period ending ten (10) years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of 75% of the common element interests to purchasers, whichever shall first occur, such percentage being subject to redetermination in the event the condominium is expanded pursuant to Article 14 of this Declaration. During the period of Declarant control, the Declarant may lease units to non-owner occupants. These leased units may be to persons above or below the age of 55 and the 20% threshold will not apply during the period of Declarant control. This provision is subject to limitations respecting the election of Association directors as contained in the Act and set forth in the By-Laws. During the period of Declarant control of the Association under the Act, if any unit owned by the Declarant is exempt from assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based on the anticipated common expenses set forth in the annual budget under the Act. The Declarant is liable for the balance of the actual common expenses. During the period of Declarant control under the Act, the Declarant is responsible for creating and maintaining the financial and operational records of the Association and shall turn the records over to the directors elected under the Act. During the period of Declarant control under the Act and for one year thereafter, upon written request to the Association by the lesser of three unit owners or the owners of 10% of the units, not including units owned by the Declaration, the Association shall arrange for an independent audit of its financial records at the Association's expense. The cost of any audit requested within 36 months after the completion of a previous audit shall be paid for by the requesting unit owners.

Section 12.6 - Indemnity of Association. The Association and its officers and directors shall not be liable to the unit owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.2 of this Declaration, such percentage being subject to redetermination in the event the condominium is expanded pursuant to Article 14 of this Declaration. This provision is subject to limitations respecting the election of Association directors as contained in the Act and set forth in the By-Laws. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers or the managing agent, as the case may be, as agents for the unit owners or for the Association.

ARTICLE 13
EASEMENTS AND ENCROACHMENTS

Section 13.1 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas mains, storm sewers, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted by the Declarant or the Association.

Section 13.2 - Easements to Run With the Land. All interests and rights described and set forth in this Declaration are easements appurtenant to, and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, his successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 13.3 - Encroachments. In the event that, by reason of the construction, settling or shifting of any building, any part of the common elements 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 elements or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit, or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this paragraph relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE 14
EXPANSION OF CONDOMINIUM

Section 14.1 - Right to Expand. Declarant expressly reserves for the Declarant and Declarant's successors and assigns the right to expand the condominium at any time within the period commencing on the date of the recording of this Declaration and expiring on the tenth anniversary of the date of the recording of this Declaration. Such expansion may take place in one or more phases to create not more than a total of 170 units under this Declaration.

Section 14.2 - Change in Fractional Interest of Unit Owners. In the event of expansion, the fractional or percentage interest in the common elements of the condominium appurtenant to each unit (whether initial or new) following the expansion shall be that fraction using the number "1" as the numerator and the total number of declared units as the denominator. Changes in percentage interests shall become effective upon recording the expansion amendment, and shall supersede for all purposes the percentage interest stated in Section 4.2 of this Declaration.

Section 14.3 - Procedures for Expansion. The right to expand the condominium may be exercised by recording amendments to this Declaration and an addendum to the condominium plat. Such amendments shall not require the approval of unit owners and their mortgagees as otherwise required for amendments under Section 16.7 of this Declaration. The amendment to the Declaration shall set forth the new percentage interests of the unit owners, the number of votes appurtenant to each unit following the expansion of the condominium and such other provisions as may be appropriate to

the expansion. The addendum to the condominium plat shall, with respect to the expansion property, buildings and units, include the detail and information required for an original condominium plat.

Section 14.4 - Restrictions and Conditions Applicable to Additional Units. The additional buildings and units authorized by this Article shall be constructed on the property described in Section 1.3 of this Declaration and in a manner which is comparable in style and nature to the buildings and units in the initial stage. The units constructed after the initial stage, and their owners and occupants, shall be subject to: (i) the restrictions, covenants and conditions of this Declaration, the Articles of Incorporation, (ii) the By-Laws and (iii) the rules and regulations from time to time adopted by the Association in accordance with the By-Laws.

Section 14.5 - Effect Upon Unit Owners and Mortgagees. Upon the recording of expansion amendments to the Declaration and the plat, each unit owner, by operation of law, has the percentage interest in the common elements, the liabilities for common expenses, the rights to common surpluses and shall have the number of votes set forth in the amendment to the Declaration. Following any expansion, the interest of any mortgagee shall, by operation of law, attach to the new percentage interest in the common elements appurtenant to the unit on which the mortgagee has a lien.

Section 14.6 - Consent of Unit Owners and Power of Attorney. Each owner of a unit and each assignee or successor with respect to such unit shall, by acceptance of a deed to any unit, be deemed to agree, approve and consent to any such expansion or series of expansions, or to any part thereof, and to such adjustment in the percentage of interest in the common elements, the liabilities for common expenses and the rights to common surplus which appertain to each unit and its owner; and shall be deemed to grant to Declarant, and the Declarant's 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 such expansion(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this Article.

Section 14.7 - Expansion Not Required. Nothing contained herein shall be construed so as to create any obligation on behalf of Declarant or Declarant's successors and assigns to undertake the construction of additional buildings and units or to proceed with respect to any expansion; nor shall anything contained herein be deemed to grant or create any rights in unit owners under this Declaration with respect to such expansion.

ARTICLE 15
SPECIAL ADMINISTRATIVE PROVISIONS

Section 15.1 - Transfer Fee to Association. Every grantee of a unit, other than a grantee of the Declarant, shall, within 10 days of the purchase of a unit, pay to the Association a transfer administration fee (in the amount determined from time to time by the Association Board of Directors) to defray the record keeping costs incurred by the Association in connection with such transfer. Initially the fee shall be $50 per transfer.

Section 15.2 - Declarant's Right of First Refusal. During the period of Declarant control, as set forth in Section 12.5 of this Declaration, the Declarant shall have a right of first refusal with respect to the purchase of any unit being sold by the owner thereof to any person other than a spouse, parent or child of the owner. Such right of first refusal shall, if not exercised by Declarant, automatically expire at 5:00 P.M. on the tenth calendar day following receipt by the Declarant of a copy of the unit owners executed contract for sale. Declarant's exercise of the right of first refusal requires Declarant to purchase the unit for the same price and upon the same terms and conditions set forth in the selling unit owners contract for sale.

ARTICLE 16
MISCELLANEOUS PROVISIONS

Section 16.1 - Notice to Mortgage Lendors. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 16.2 - Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased unit owner is being administered.

Section 16.3 - Covenants to Run With Land. Each grantee (purchaser of a unit) of the Declarant, and each subsequent purchaser, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person interest or estate in said land or any unit thereon, benefit of such unit owner in like manner as though Declaration were recited and stipulated at length in conveyance or instrument of title.

Section 16.4 - Non-Waiver of Provisions. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 16.5 - Waiver of Damages. Neither the Declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant pursuant to this Declaration, or in the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (i) shall be asserted by any unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused.

Section 16.6 - Mortgaging Units and Real Estate Taxes. In accordance with the Act each unit owner has the right to mortgage or encumber his or her unit and the percentage interest in common elements appurtenant to that unit. Further, in accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and taxes in the same manner as any other parcel of real estate.

Section 16.7 - Amendment of Declaration. This Declaration may be amended with the written consent of at least ⅔ of the aggregate of the votes established in Section 4.2 of the Declaration, except with respect to power and rights to amend reserved to the Declarant under Section 14 of this Declaration, provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Amendments become effective when recorded in the office of the Register of Deeds of Washington County, Wisconsin.

Section 16.8 - Gender and Number. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Section 16.9 - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 16.10 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process under the Act shall be Greg James, 318 North Lake Road - No. 101, Oconomowoc, Wisconsin 53066.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the 19th of December, 2005.

CONDO DEVELOPMENT, INC.

Greg A. James, President

Karen E. James, Secretary

STATE OF WISCONSIN)
SS.
COUNTY OF Waukesha)

Personally came before me this 19th day of December, 2005, the above named Greg A. James and Karen E. James, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

ROBERT W. KAISER NOTARY PUBLIC STATE OF WISCONSIN

Robert W Kaiser (print or type name)
Notary Public, Waukesha Co., Wis.
My Commission Expires 4-2-06

This instrument was drafted by:

Atty. Jack A. Enea of
SCHLOEMER, ALDERSON, SPELLA & MUEHLBAUER, S.C.
Corner of Sixth & Hickory, West Bend, WI 53095

CONSENT OF MORTGAGE HOLDER

First Bank Financial Centre, Oconomowoc, Wisconsin, holder of the following mortgage from Condo Development, Inc. and recorded in the office of the Washington County Register of Deeds on October 4, 2004 as Document No.1064859 hereby consents to the execution and recording of the Declaration creating Hartford Square II Condominium and hereby submits its mortgage described above to the foregoing Declaration.

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

Dated and executed at Oconomowoc, Wisconsin this 19th day of December, 2005.

FIRST BANK FINANCIAL CENTRE

BY: Linda Daul
LINDA DAUL (name)

BY: Stacy Genz
Stacy Genz (name)

STATE OF WISCONSIN)
: SS.
WAUKESHA COUNTY)

Personally came before me this 19th day of December 2005, the above named Linda Daul and Stacy Genz, Vice President (office) and Loan Officer (office), respectively of the above corporation, to me known to be such persons and officers who executed the same as such officers as the deed of said corporation, by its authority.

ROBERT W. KAISER NOTARY PUBLIC STATE OF WISCONSIN

Robert W. Kaiser (type or print name)
Notary Public, Waukesha Co., Wis.
My Commission 4-2-06

EXHIBIT B

HARTFORD SQUARE II

HARTFORD SQUARE				
Unit No.	Lot No.	House No.	Street	Parcel No.
1-1	1	1338	Stillwater Lane	
1-2	1	1342	Stillwater Lane	
1-3	1	1346	Stillwater Lane	
1-4	1	1350	Stillwater Lane	
2-1	2	1318	Stillwater Lane	
2-2	2	1322	Stillwater Lane	
2-3	2	1326	Stillwater Lane	
2-4	2	1330	Stillwater Lane	
3-1	3	1262	Stillwater Lane	
3-2	3	1266	Stillwater Lane	
3-3	3	1270	Stillwater Lane	
3-4	3	1272	Stillwater Lane	
4-1	4	1242	Stillwater Lane	
4-2	4	1246	Stillwater Lane	
4-3	4	1250	Stillwater Lane	
4-4	4	1254	Stillwater Lane	
5-1	5	1220	Stillwater Lane	
5-2	5	1224	Stillwater Lane	
5-3	5	1228	Stillwater Lane	
5-4	5	1232	Stillwater Lane	
6-1	6	1129	Stillwater Lane	
6-2	6	1133	Stillwater Lane	
6-3	6	1139	Stillwater Lane	
6-4	6	1143	Stillwater Lane	
7-1	7	1149	Stillwater Lane	
7-2	7	1155	Stillwater Lane	
7-3	7	1159	Stillwater Lane	
7-4	7	1163	Stillwater Lane	
8-1	8	1217	Stillwater Lane	
8-2	8	1221	Stillwater Lane	
8-3	8	1225	Stillwater Lane	
8-4	8	1231	Stillwater Lane	
9-1	9	1237	Stillwater Lane	
9-2	9	1241	Stillwater Lane	
9-3	9	1245	Stillwater Lane	
9-4	9	1249	Stillwater Lane	
10-1	10	1257	Stillwater Lane	
10-2	10	1261	Stillwater Lane	
10-3	10	1265	Stillwater Lane	
10-4	10	1269	Stillwater Lane	

Unit No.	Lot No.	House No.	Street	Parcel No.
11-1	11	238	Simon Drive	
11-2	11	242	Simon Drive	
12-1	12	243	Novak Street	
12-2	12	247	Novak Street	
13-1	13	252	Simon Drive	
13-2	13	256	Simon Drive	
14-1	14	314	Simon Drive	
14-2	14	318	Simon Drive	
15-1	15	326	Simon Drive	
15-2	15	330	Simon Drive	
16-1	16	338	Simon Drive	
16-2	16	344	Simon Drive	
Common	Building	424	Simon Drive	
17-1	17	440	Simon Drive	
17-2	17	446	Simon Drive	
18-1	18	454	Simon Drive	
18-2	18	458	Simon Drive	
19-1	19	514	Simon Drive	
19-2	19	518	Simon Drive	
20-1	20	526	Simon Drive	
20-2	20	530	Simon Drive	
21-1	21	540	Simon Drive	
21-2	21	544	Simon Drive	
22-1	22	613	Simon Drive	
22-2	22	615	Simon Drive	
23-1	23	541	Simon Drive	
23-2	23	545	Simon Drive	
24-1	24	529	Simon Drive	
24-2	24	533	Simon Drive	
25-1	25	515	Simon Drive	
25-2	25	521	Simon Drive	
26-1	26	455	Simon Drive	
26-2	26	459	Simon Drive	
27-1	27	441	Simon Drive	
27-2	27	445	Simon Drive	
28-1	28	429	Simon Drive	
28-2	28	433	Simon Drive	
29-1	29	415	Simon Drive	
29-2	29	421	Simon Drive	
30-1	30	345	Simon Drive	
30-2	30	351	Simon Drive	
31-1	31	331	Simon Drive	
31-2	31	337	Simon Drive	

THIS DOCUMENT SHALL BE RECORDED IN THE
FOLLOWING COUNTY: WASHINGTON COUNTY

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN
2005 JUN 10 AM 9:25

ARTICLES OF INCORPORATION
OF
HARTFORD SQUARE II CONDOMINIUM OWNERS' ASSOCIATION, INC.

The undersigned natural person more than eighteen (18) years of age, for the purpose of organizing a corporation under the provisions and subject to the requirements of Chapter 181, Wisconsin Statutes, known as the "Wisconsin Non-Stock Corporation Law", does sign and acknowledge Articles of Incorporation, as follows:

STATE OF WISCONSIN
FILED
JUN 17 2005
DEPARTMENT OF
FINANCIAL INSTITUTIONS

ARTICLE 1. NAME. The name of the corporation is Hartford Square II Condominium Owners' Association, Inc.

ARTICLE 2. EXISTENCE. The period of existence shall be perpetual.

ARTICLE 3. PURPOSES. The corporation is organized to run, operate, administer, control and manage the affairs of the condominium unit owners including but not limited to adopting budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners; employ and dismiss employees and agents; sue on behalf of the unit owners; enter into contracts and incur liabilities; cause improvements to be made as a part of the common elements; grant easements through or over the common elements; grant or withhold approval of any action by a unit owner to change the exterior appearance of any condominium building; obtain and pay for the services of any person or entity to manage its affairs; obtain and pay for legal, accounting and such other services necessary or desirable in connection with the operation and administration of the condominium; acquire and hold for the use and benefit of all the unit owners tangible and intangible personal property and real property and dispose of the same; establish reasonable rules and regulations governing the use of the units and the common elements; contact for garbage and trash collection, snow and ice removal lawn and landscaping care, common area maintenance and other common services; and, exercise all other powers set forth in Declaration of Condominium, Condominium Ownership Act of the State of Wisconsin, and By-Laws for the purposes managing, operating and running the Condominium.

ARTICLE 4. MEMBERS. The corporation shall have members.

ARTICLE 5. MEMBERSHIP CLASSIFICATION. The corporation shall have one class of members. Each owner of a unit in Hartford Square II, A Condominium, including the Declarant, shall be a member of the corporation. Only owners of units in Hartford Square II, A Condominium shall be members of the corporation.

ARTICLE 6. DIRECTORS. The directors of the corporation shall be elected by majority vote of the members of the corporation at the annual meeting unless a different method of election is set forth in the Bylaws.

ARTICLE 7. REGISTERED AGENT. The name of the initial registered agent of the corporation is Greg A. James.

ARTICLE 8. ADDRESS. The initial registered address of the corporation is 318 North Lake Road - No. 101, Oconomowoc, WI 53066.

ARTICLE 9. LOCATION OF PRINCIPAL OFFICE. The mailing address and county of the principal office of the corporation is 318 North Lake Road - No. 101, Oconomowoc, Waukesha County, WI 53066.

WI - DFI CORP
FILE ID# ➤ 4040229

ARTICLE 10. NUMBER OF DIRECTORS. The initial number of directors shall be three. The manner of election of the directors will be fixed by the by-laws of the corporation. The number of directors may be amended by an amendment to these Articles or as further provided for in the by-laws provided the number of directors shall not be less than the minimum required number of directors as set forth in Chapter 181, Wisconsin Statutes.

ARTICLE 11. NAMES AND ADDRESSES OF INITIAL DIRECTORS. The names and addresses of the initial board of directors of the corporation are:

Greg A. James	318 N. Lake Road - No. 101, Oconomowoc, WI 53066
Bradley H. James	318 N. Lake Road - No. 101, Oconomowoc, WI 53066
Brian H. James	318 N. Lake Road - No. 101, Oconomowoc, WI 53066

ARTICLE 12. RECORDS. The corporation shall keep records that show and reflect each member's rights and interests in any funds which the corporation retains.

ARTICLE 13. LIQUIDATION. Upon the liquidation and/or dissolution of the corporation, the remaining property and assets shall be distributed to all who are members of the corporation at the time of the liquidation and/or dissolution, based upon their membership interest.

ARTICLE 14. AMENDMENT. These Articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 15. INCORPORATOR. The name and address of the incorporator is Greg A. James and his address is 318 North Lake Road - No. 101, Oconomowoc, WI 53066.

EXECUTED in duplicate this 8th day of June 2005.

Greg A. James

STATE OF WISCONSIN)
ss.
WASHINGTON COUNTY)

Personally came before me this 8 day of June 2005, the above named Greg A. James to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stacy Benz (print or type name)
Notary Public, Washington Co., WI
My commission expires 3-4-08

Drafted by Atty. Jack A. Enea
State Bar No. 1008881
Schloemer, Alderson, Spella & Muehlbauer, S.C.
101 South 6th Avenue
West Bend, WI 53095

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BY-LAWS

HARTFORD SQUARE II CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE 1.
GENERAL PROVISIONS

Section 1.1 - Incorporated Association. The affairs of this condominium shall be governed by an incorporated association of its units owners known as Hartford Square II Condominium Owners' Association.

Section 1.2 - Mailing Address. The Association's initial mailing address shall be 318 North Lake Road - No. 101, Oconomowoc, Wisconsin 53066.

Section 1.3 - Declarant Control. The affairs of the condominium and The Association shall be subject to control by the Declarant as set forth in Section 12.5 of the Declaration.

Section 1.4 - Fiscal Year. The fiscal year of the Association shall begin on the first day of August and end on the 31st day of July of every year, except that the first fiscal year shall begin on the date of recording of the Declaration.

Section 1.5 - Conflicts. In case of any conflict between the Condominium Ownership Act (the Act) or the Declaration and these By-Laws, the Act or the Declaration, as the case may be, shall control.

Section 1.6 - General Corporate Law. The requirements of general Wisconsin corporate law shall pertain to the organization and administration of the Association unless a clear contrary intent is evident from the Declaration of these By-Laws.

Section 1.7 - Acquiring and Conveying Property.

(1) The Association may acquire and retain property in the name of the Association for and on behalf of all unit owners and may grant a mortgage on such property. In such event, assessments shall be made against all unit owners as part of the common expenses in order to provide the required mortgage payments.

(2) Decisions respecting the acquisition or conveyance of Association property shall require the approval of sixty-seven percent (67%) of the unit owners.

Section 1.8 - Borrowing Money. The Board of Directors or officers of the Association shall not borrow money on behalf of the Association unless authorized to do so by at least sixty-seven percent (67%) of the unit owners. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

Section 1.9 - Corporate Seal. The Association shall have a corporate seal which shall be kept by the Secretary and affixed to all papers requiring the seal.

ARTICLE 2.
ASSOCIATION MEMBERSHIP

Section 2.1 - Roster of Unit Owners. The Association shall maintain a current roster of the names and addresses of every unit owner to whom notice of meetings of the Association shall be sent.

The roster shall also include the name and address of each mortgagee of a unit and the name and address of each person designated pursuant to Section 2.2 hereof.

Section 2.2 - Representation of Multiple Owners and of Entities. When a unit has multiple owners, or such unit is owned by a partnership, corporation, trust, estate or other entity, then such owner(s) shall have the right to file a written designation with the Secretary specifying the person who shall represent the unit as the voting member in all meetings. Such written designation shall remain in effect and be binding upon such unit owner(s) until a written revocation by the unit owner(s) is filed with the Secretary. If such written designation or a properly signed proxy has not been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the unit owner(s) as the voting member to cast the vote for such unit at such meeting and such designation shall be conclusive for that meeting.

Section 2.3- Certificate of Membership. The Board of Directors may adopt a membership certificate which the Secretary can issue to the person, persons or entity owning any unit, but such certificate shall not be transferable in any manner whatsoever and the existence or production of any such certificate for any unit shall not supersede or affect the validity of the membership roster of the Association.

ARTICLE 3.
ASSOCIATION MEETINGS

Section 3.1 - Initial Meetings.

(1) Prior to the conveyance of twenty-five percent (25%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and unit owners, other than the Declarant, shall elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors.

(2) The calculation of the percentage of common element interest conveyed by the Declarant to purchasers under (1) shall be determined by dividing the total number of units which have been conveyed by the total number of units declared in the Declaration.

(3) Not later than forty-five (45) days after the expiration of the period of Declarant control, the Association shall hold a meeting and the unit owners shall elect all of the Directors of the Association.

Section 3.2 - Annual Meetings. The first annual meeting of the Association shall be held on the third Wednesday of July, 2006, at 7:00 P.M. and each subsequent regular annual meeting shall be held on the same day of the same month of each year thereafter.

Section 3.3 - Special Meetings. Special meetings of the Association may be called at any time by the President or by the Board of Directors, or upon written request of the unit owners who are entitled to vote one-fourth (¼) of all of the votes.

Section 3.4 - Place of Meeting. All meetings shall be held at the condominium or at such other place in Washington County, Wisconsin, as the Board of Directors may designate.

Section 3.5 - Notice of Meetings. No regular or special meeting of the Association may be held except on at least ten (10) days' written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.6 - Quorum. The presence at an Association meeting of owners and proxies entitled to cast a majority of the Association votes shall constitute a quorum for any action except as otherwise provided in the Act, the Declaration, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 3.7 - Suspension of Voting Rights. No unit owner may vote at a meeting of the Association until such owner shall furnish the Association with his or her name and current mailing address for the roster of unit owners. Further, a unit owner may not vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3.8 - Proxies. At all Association meetings owners may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit or upon the termination of an owner's interest therein. In any event, a proxy is effective only for a maximum period of 180 days following its issuance unless it is granted to a mortgagee or lessee.

Section 3.9 - Controlling Vote. Unless otherwise provided in the Act, the Declaration, or these By-Laws, decisions of the Association shall be made on a majority of votes of the unit owners present and voting.

ARTICLE 4.
BOARD OF DIRECTORS

Section 4.1 - Number. The affairs of this Association shall be managed by a Board of three (3) or more Directors as determined by the annual meeting of the Association

Section 4.2 - Term of Office.

(1) Prior to the conveyance of twenty-five percent (25%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and unit owners, other than the Declarant, shall elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors.

(2) The calculation of the percentage of common element interest conveyed by the Declarant to purchasers under (1) shall be determined by dividing the total number of units which have been conveyed by the total number of units declared in the Declaration.

(3) Not later than forty-five (45) days after the expiration of any period of Declarant's control, the Association shall hold a meeting and the unit owners shall elect all of the

Directors of the Association. The Directors shall take office upon election and shall serve terms on the following basis: one (l) Director shall serve for a term of one (l) year, one (1) Directors shall serve for a term of two (2) years and one (1) Directors shall serve for a term of three (3) years. Thereafter, Directors shall be elected for three (3) year terms.

Section 4.3 - Removal. Any Director may be removed from the Board with or without cause, by a vote of two-thirds (⅔) of the Directors or by a majority vote at an Association meeting. In the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4.4 - Compensation. No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties.

Section 4.5 - Nomination. Nominations for Directors shall be made by a Nominating Committee of three (3) voting members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations for Directors may also be made from the floor at the annual meeting.

Section 4.6 - Election. Election to the Board of Directors shall be by secret written ballot. The person(s) receiving the largest number of votes shall be elected.

Section 4.7 - Limitations. Not more than one (l) Director may be a non-unit owner, and to the extent feasible, Directors should be representative of the various building locations.

ARTICLE 5.
MEETINGS OF DIRECTORS

Section 5.1 - Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.2 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

Section 5.3 - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 - Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.5 - Waiver of Notice of Meeting. Any Director shall have the right to file a written waiver of notice of the meeting of the Board of Directors and consent to the transaction of any

business that may come before the meeting. Such waiver can be given before or after any meeting and shall be effective when filed with the Secretary with the minutes of the meeting.

ARTICLE 6.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 - General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the Act, the Declaration and the Articles of Incorporation except where the Act or Declaration specifically require a vote of the Association membership.

Section 6.2 - Specified. The Board of Directors shall have the specific power and duty to:

(1) Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations") governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and to establish penalties for the infraction thereof; provided, however, that any portion of such Rules and Regulations may be amended or rescinded by the unit owners representing sixty-seven percent (67%) of the units at any annual or special meeting if written notice thereof is given to all members at least ten (10) days before the date of such meeting.

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

(3) Cause to be kept, using standard bookkeeping procedures, detailed and accurate records of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, together with a complete record of all proceedings and activities of the Board of Directors and the Association. A summary of such records shall be presented to the Association membership at each annual meeting.

(4) Cause all vouchers authorizing the payment of common expenses, and the books and papers of the Association to be available for examination by the unit owners at convenient times at the principal office of the Association, where copies may be purchased at reasonable cost.

(5) Prepare on or before July 1 of each year an annual budget for consideration and adoption by the annual meeting of the Association which budget shall show the estimated income and receipts of the Association, together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration.

(6) Fix the amount of the regular monthly assessments required to be paid by each unit based on such annual budget and a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies, replacements and improvements.

(7) Furnish to each unit owner at or before the annual meeting each year a summary of the proposed Association budget and a statement of the monthly assessment to be made to each unit during the following year, together with a statement of the rate of

interest which has been fixed by the Board of Directors to be fixed by the Board of Directors to be charged on unpaid assessments.

(8) Sue to recover a money judgment for unpaid assessments and charges or foreclose the lien against any unit for which assessments are not paid, in which event the Board of Directors on behalf of the Association may bid on such unit at foreclosure sale and acquire, hold, lease, mortgage and convey the unit.

(9) Secure and maintain adequate policies of insurance as required by the Declaration.

(10) Cause such officers, directors or employees of the Association having a financial responsibility to be bonded at the expense of the Association as it may deem appropriate.

(11) Contract for or otherwise provide for such services as may be necessary to manage, control and maintain the common elements in good, safe, clean, attractive and sanitary condition, order and repair, and to meet the special social and physical needs of older persons.

(12) Levy special assessments as authorized by the Declaration, provided that:

(a) a written report setting forth the reasons for and the estimated amount of the funds required, the proposed assessment against each unit, and the date or dates of payment is provided to the unit owners with the notice of the special Association meeting at which such special assessment will be considered; and

(b) such special assessment is approved by the affirmative vote of unit owners representing a majority of the votes.

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

(14) Establish procedures for the approval of all disbursements from the Association's funds and for the regular audit of the books and records of the Association.

(15) Prohibit any unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the person's unit and the amount necessary to release the lien has not been paid at the time of the meeting; and/or suspend any other right or privilege of use or enjoyment of the common areas or of Association services for non-payment of assessments or the infraction of rules and regulations.

(16) Establish reasonable fees and procedures for the use of any recreational facilities of the condominium.

ARTICLE 7.
OFFICERS AND THEIR DUTIES

Section 7.1 - Enumeration of Officers. The Officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.2 - Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association.

Section 7.3 - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve.

Section 7.4 - Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 7.5 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 - Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.7 - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.4 hereof.

Section 7.8 - Duties. The duties of the officers are as follows:

(1) **President.** The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; Shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all checks and promissory notes.

(2) **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(3) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association; serve notice of meetings of the Board and of the Association; keep the Association roster of unit owners and addresses; sign, verify and file all statements of condominium lien; certify statements of unpaid condominium assessments for delivery to unit grantees; co-sign all leases, mortgages, deeds and other instruments of conveyance; and perform such other duties as required by the Board.

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

ARTICLE 8.
COMMITTEES

Section 8.1 - General Committee. The Board of Directors shall appoint such committees for such purposes and terms as it deems appropriate to discharge the duties and responsibilities of the Association and the Board of Directors and to provide for the proper operation of the Association.

Section 8.2 - Nominating. The Board of Directors shall appoint a Nominating Committee having the number of members and the responsibilities as specified in Section 4.5 of these By-Laws.

ARTICLE 9.
COMMON EXPENSES

Section 9.1 - Illustrative List. The common expenses set forth in Section 9.2 are intended only to guide unit owners, directors and officers in understanding the nature and purpose of common expenses. The common expenses actually incurred by the Association may include items not listed in Section 9.2 or conversely, may not include items which are listed. The Board of Directors shall have full authority to determine and authorize appropriate common expenses.

Section 9.2 - Typical Expenses. Common expenses may include, but are not limited to the cost of:

(1) maintaining the grounds which are part of the common elements, including cutting and fertilizing of lawns and maintenance of shrubs and trees.

(2) snow removal from all of the sidewalks and driveways and parking areas of the condominium.

(3) providing garbage, rubbish and trash collection.

(4) property and liability insurance on the condominium and the cost of such other insurance as the Association may obtain, to the extent that the same is not required to be separately billed to individuals.

(5) the services of the management and maintenance personnel or independent contractors as the Association shall consider necessary for the operation of the condominium.

(6) providing such legal and accounting services as may be considered necessary to the operation of the condominium.

(7) acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common elements and such equipment for the common elements as the Board of Directors shall determine are necessary and proper.

(8) any and all other materials, supplies, labor, services, utilities, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation and use of the common elements.

(9) any amount necessary to discharge any lien or encumbrance levied against the condominium, or any portion thereof, which may, in the opinion of the Board of

Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual unit.

ARTICLE 10.
AMENDMENTS

Section 10.1 - Presentment. Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted in writing to all unit owners at least ten (10) days prior to the annual or special Association meeting at which they will be considered.

Section 10.2 - Vote Required. These By-Laws may be amended by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes.

MANAGEMENT OR EMPLOYMENT CONTRACTS

The Declarant has not yet entered into any management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the condominium to which it is anticipated the unit owners or the Association will be a party following the initial sale of a unit by the Declarant. It is, however, anticipated that the Declarant will enter into contracts or other arrangements to provide for; lawn care, snow plowing and other services. The cost of such services is included in the projected annual operating budget and will be charged to the unit owners as part of their monthly assessment.

ASSOCIATION
RULES, REGULATIONS, OCCUPANCY RESTRICTIONS, AVAILABLE SERVICES AND FACILITIES

The following rules and regulations govern the use of the condominium and the conduct of its occupants.

1. **APPLIANCE USE:** Dishwashers, garbage disposals, whirlpool tubs, washing machines and dryers shall not be used between 10:00 PM and 7:00AM

2. **LAUNDRY:** No clothing or other items may be hung in any common area unless approved in writing by the Association's Board of Directors.

3. **LAWN AREAS:** Grilling is permitted in common areas. Grills, picnic tables and lawn furniture are permitted in common areas but when not in use shall be stored within the owner's stones or patio. No grilling or use of other flammables is permitted on front or rear covered porches. Any violators will be responsible for damage.

4. **PORCH ENCLOSURES:** Unit owners are permitted to enclose rear and/or side porches with screening and/or glass if written approval is granted by the Association prior to installation and such enclosure conforms to others approved by the Association. All such enclosures must comply with applicable municipal ordinances.

5. **OUTSIDE PARKING:** Street parking is permitted on both sides of public streets, subject to changing restrictions by the City. Parking on a resident's driveway is reserved for that resident or that resident's guests. Short-term parking by guests of other residents may be permitted if agreed to by the residents of both units. No trucks, recreational vehicles, trailers, boats, motorbikes or other commercial or recreational-type vehicle or vehicle bearing any commercial message shall be permitted to park overnight on a driveway or street. Residents are encouraged to park their vehicles in their garage rather than on their driveway and to keep their garage door closed when not driving in or out. No vehicle maintenance of any type other than washing-waxing and emergency service shall be permitted on a driveway or street. Residents herein understand that vehicles parked on a driveway or street during a snow will result in no plowing in those areas. Residents are not permitted to park any vehicles overnight in the parking lot without Board approval.

6. **FLAMMABLES:** Storage of flammables (gas, propane, etc.) in separate containers (other than vehicle gas tanks) is not recommended inside a unit or its garage.

7. **PET REGULATIONS:** The following are rules and regulations relating to pet ownership:

a. Two caged birds and/or common fish tank are permitted per condominium unit. One dog or one cat per condominium unit is permitted. The pet must be housed in the pet owner's unit within a building designated for pets. .

b. Pet must be kept on a leash and attended by an adult at all times when pet is outside of the unit. Any mess by pet anywhere on premises is to be cleaned by pet owner immediately, including deodorization, if needed. Immediate disposal of waste shall be in sealed plastic bags placed in pet owners' garbage. Any smell or odor related to pet is to be corrected by pet owner immediately.

c. Pet owners are to use the yard immediately behind their own condominium unit as the primary walking place so that front yards do not become unsightly and to keep pets out of view most of the time in the interest of the non-pet owners and their guests. It is suggested that pet owners make use of the rear garden area of their units for pets to relieve themselves. This will avoid discoloring and/or destruction of lawn plantings for which unit owners would be responsible for cleanup, repair and or replacement. This will also help to minimize or eliminate pet odors and allow for more pleasant viewing by other unit residents and facilitate lawn cutting.

d. If other condominium residents complain to Association about pet noise, within 10 days of receipt of written notice from Association, the pet owner will purchase and use on pet an electric collar and train pet to be quiet. (This includes a cat, dog and where possible, a bird.) If collar is not used or doesn't work and residents still complain about noise from a pet, Association will give that pet owner written notice to permanently remove the pet from the premises within ten days of receipt of such notice.

e. Pet owners are responsible for any damage or injury caused by their pet. If pet causes any injury on or off the premises the pet owner must permanently remove the pet from the premises.

f. No pet may be kept or bred or maintained for commercial purposes. Any pet owner refusing to comply with these rules and regulations to the satisfaction of the Association will be warned in writing once by the Association and if the same violation occurs again, a second written notice from the Association will require the owner to permanently remove the pet from the premises within ten days of receipt of notice or be found in violation and subject to any and all remedies provided.

8. **SECURITY SYSTEMS:** Unit owners are permitted to install security systems in their condominium units. If the Association has to enter a unit and the system activates, that unit owner shall be responsible for any damage or cost related thereto.

9. **ASSOCIATION FEES:** Association fees are due on the 1st of the month. Association fees received after the 10th day of the month and any. Association fee payment returned by a bank for non-payment shall result in a $25 extra fee plus the Association bank fee charged, payable by that owner to the Association to compensate for the extra administrative costs and that fee shall be considered part of the fee due that month and subject to all provisions of the Declaration. As of January 1, 2021 all new residents will be required to sign up for automatic withdrawal from their checking/savings account for Association fee/dues.

10. **REPAIRS:** Owners and residents are not authorized to order, perform or contract for maintenance (excluding cleaning), repairs or replacement of common or limited common elements unless the owner receives written permission from the Association and agrees in writing with the Association. Otherwise, only Association officers shall order and contract for such work.

11. **PLANTING:** Residents are permitted to plan flowers and vegetables in back and side stone areas of the exterior of their condominium unit .. Any other plantings require written Association approval. The resident is responsible for maintenance of their plantings and for removal of the same at the end of the growing season. Any and all plantings cannot exceed the height of the rain gutter. Outside storage units should be low profile and not to exceed 54" W x 27" D x 24" H and are to be located in the rear on the patio or stones.

12. **WATERING:** Residents are to water their own established lawn and plantings as needed including plantings that the resident's plant. If a resident does not water, and the lawn or plantings are not therefore consistent with adjoining lawns, the Association may water and assess the costs of same to that resident.

13. **FERTILIZING:** Residents are not permitted to fertilize lawns or plantings except for plantings the residents planted. Fertilizing will be done by the Association to keep lawns and plantings consistent with each other.

14. **OCCUPANCY:**

a. This is a senior condominium community designed and intended as housing for persons age 55 years of age and over. Age of residents will be verified by a copy of a driver's license or birth certificate or other appropriate documentation maintained in the Association files.

b. At least 80% of the condominium units will be occupied by at least one person 55 years of age or older and children under the age of 14 are not permitted to reside in a unit unless the adult resident is subject to a hardship condition as defined by §101.221(1m)(km) of the Wisconsin Statutes.

c. At least 30 days prior to any change in residency, the vacating resident and the new resident shall notify the Association in writing and shall indicate the dates of birth of all new residents. In the event that 20% of the units are not occupied by one person age 55 or older, the Association reserves the right to refuse occupancy to an applicant under that age.

15. **APPROVAL OF SALES:** When a unit owner decides to sell or otherwise transfer the unit, the Association must first be consulted to determine the percentage occupied by persons age 55 or over. Any accepted offer to purchase must be contingent upon Association approval as to age.

16. **PEACE AND ORDER:** All unit occupants and their guests shall conduct themselves, particularly when in common areas, in a manner which is respectful of the peaceful and quite enjoyment of the condominium by other occupants. All occupants and their guests shall also comply with all applicable laws and ordinances.

17. **ENFORCEMENT:** When Association has reason to believe there is noncompliance with rules and regulations within a unit, Association is permitted to enter that unit at reasonable hours of day when that unit owner or resident's tenant is present to verify compliance.

18. **EXTERIOR:** Each unit is permitted to have any of the following items listed below to be attached to the exterior of that unit

    a. A wreath/floral arrangement or seasonal decoration. Holiday/seasonal decorations should be removed within 10 days of the end of the holiday/season. Holiday lights and spot lights shall be turned off by 11:00pm.

    b. An American flag on pole, maximum 3' x 5' No commercial emblems or banners are allowed.

    c. A hanging basket.

19. **SATELLITE DISH:** A satellite dish is permitted if placed on that unit's rear porch, garden area or rear lower roof. Maximum 36" in size, and Association assumes no responsibility for damage.

20. **CLUBHOUSE:** is provided for use by owner/resident and their invited guests only, not for use by the general public. Rules and regulations will be posted at the clubhouse, including but not limited to: (i) no children permitted unless accompanied at all times by an adult owner/resident of the Condominium Association; (ii) private use of clubhouse requires owner/resident host to be present at all times. Non reserved areas of the clubhouse are open for general use by all owner/residents; (iii) an owner/resident host is responsible for any damage or disturbance caused by guests; (iv) a rental fee may be charged by the Association for private use; (See Clubhouse Reservation Agreement (Doc #HSII-CH01-Latest Date); (v) a refundable deposit for private use will be assessed in accordance with the Clubhouse Reservation Agreement and payable in advance with return of the signed agreement; (vi) no running in facilities; (vii) no noise in facilities that disturbs other users; (viii) barrowing of clubhouse equipment and furnishings outside of the clubhouse is not allowed. All owner/residents using facilities are responsible to enforce these rules and to report to the Association any residents or guests who fail to comply with the rules. Private clubhouse use requires signing the Clubhouse Reservation Agreement referenced above

    a. Use By All Residents –. Hours of use are 8:00 AM to 11:00 PM (Cleaning permitted until midnight). No overnight use permitted. Comply with room occupancy limits as posted. Do not give out the door code to anyone and keep all Upper & Lower level doors locked at all times, except during Clubhouse Events. No commercial or business use permitted. No smoking anywhere in Clubhouse. No dogs/cats/other animals permitted in Clubhouse, except service animals. Clubhouse includes all interior and exterior spaces, furniture/fixtures, patios, parking lot and adjoining spaces. Violators are subject to fines, damage costs, and future Clubhouse use restrictions or other actions. When done using gas grills, turn off two gas valves, one on wall outside & one on wall inside, and at each grill. No alcohol, wine, or beer etc to be provided on a pay for basis for Owners/Resident/Guests/Others or served to minors. Users must reset heat/air to posted settings at the thermostats and turn off all the lights when done using facilities and lock all doors upon leaving.

    Private Use By Owners –

    1. Private User will sign the Clubhouse Reservation Agreement (Doc #HSII-CH01- Latest Date), covering all Clubhouse Rules. Private use restricted to Upper Level or Lower Level Kitchen and Meeting Room areas. Remainder of Clubhouse is open for use by all other Owners. Private use is limited to two (2) days in any seven (7) day period by same User. Do not enter lower level Office, Library, Hobby Room or Utility Room. Do not remove Library tables and chairs from Library. Use of the outdoor fire pit is not allowed.

    2. Clubhouse must be left in same condition as before Private Use by 10:00 AM the next day, as determined by Association as final authority. An additional charge may be incurred if same conditions are not met, as determined by final walk though. Private User must reset

heat/air to posted settings at the thermostats, turn off all the lights when done using facilities, and lock all doors upon leaving.

3. Private User is fully liable for any unlawful activity and any injury/death/damage/police/fines/etc on or off site resulting from use of Clubhouse and hereby holds Hartford Square II Condominium Association and all other Owners and their insurance companies completely harmless.

b. **OWNER RECOMMENDED MAINTENANCE** Furnace – Replace filter each month or two year round-easy to do. Be sure hose from furnace goes into floor drain. Hose to floor drain can get plugged. Be sure its draining or replace. Keep temperature at minimum 70 degrees to prevent outside vent freeze up. Keep inside heat vents clear so air blows on window/door glass.

c. Water Heater – Be sure overflow pipe water can get to floor drain. If no basement, pipe from overflow pipe to be connected to floor drain. Do not set water temperature too high that you have to combine cold water.

d. Water Softener – Either you or a salt service add when needed. City water is hard. Well water that can block up pipes if not softened. That is why CDI provided a water softener in each unit.

e. Plumbing – In fall, close interior valve and open exterior hose bib freeze proof valve and then open interior air valve so air forces any water in pipe out to reduce chance of freeze damage.

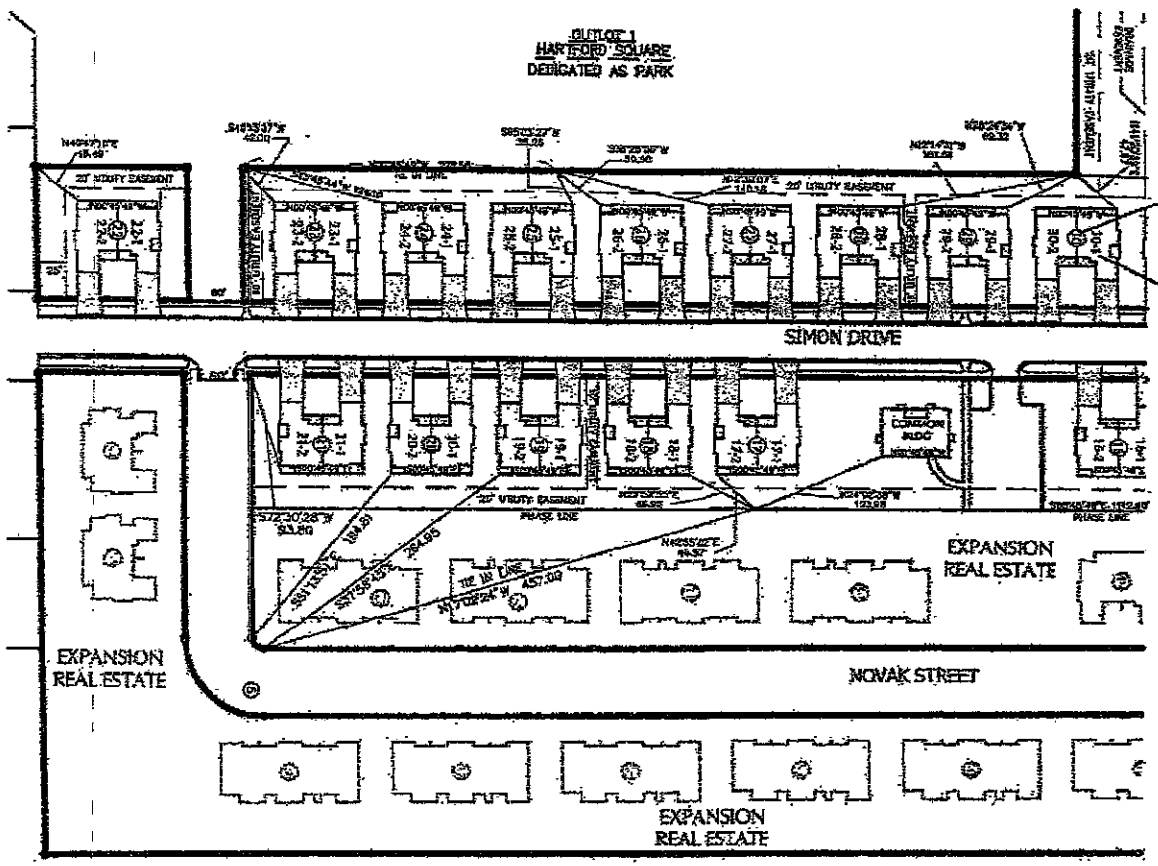
f. Humidity – Control to no more than 30% to prevent moisture and damage. Use a dehumidifier in the basement. Provide a dehumidifier elsewhere in condo if needed. Reduce levels by running bath and kitchen exhaust fans. Keep window/door drapes/blinds pulled up in winter so heat blows on glass.

g. Safety – Do not try any electrical, heating, plumbing or other repairs. Do not walk on slippery areas-wait until it's dry/shoveled/sanded. Do not climb ladders to reach high areas, let others do it. Do not go in attic – disturbs insulation and buried vents and could fall through.

h. Vacation – If gone more than two weeks, shut-off water heater, turn off toilet valves, leave your vacation phone number with Association, have your mail/papers stopped or picked-up, have a good time.

i. Insurance – If you make major improvements like a finished basement, etc., it will exceed Association insurance limits, so add coverage to your condo owner's policy.

Negligence by you or guest that causes injury/damage to you/guests and/or other residents/units, should be covered by your condo owner's policy.



THE CONDOMINIUM PLAT OF

HARTFORD SQUARE II, A CONDOMINIUM

BEING ALL OF LOTS 3 AND 5 AND PART OF LOTS 1, 2, AND 5 OF HARTFORD SQUARE SUBDIVISION, LOCATED IN THE NW 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 21, AND THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 22, T. 9 N., R. 18 E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

SURVEYOR'S SEAL

SURVEYOR'S CERTIFICATE

LEGEND

BUILDING NUMBER (107)

UNIT NUMBER (1) (2)

The finished grade at each corner of the condominium, point of ingress/egress, elevation of top of the lowest adjacent and approximate to each unit to which it has access (door to the unit and the driveway immediately adjacent and approximate to the garage door to each unit).

SCALE 1" = 60'

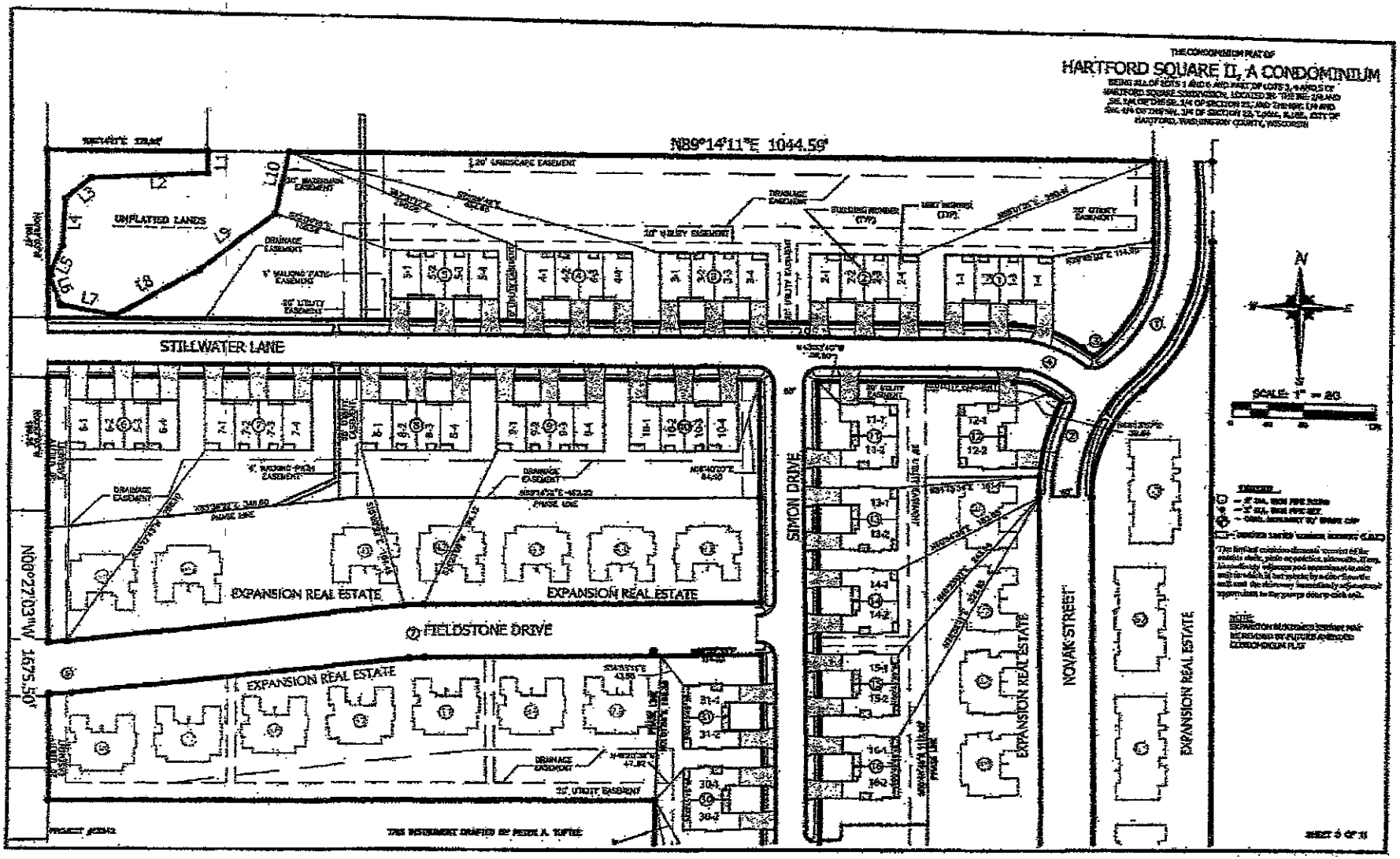
NOTE:

EXPANSION BUILDING/UNIT NUMBERS MAY BE REVISED ON FUTURE AMENDED CONDOMINIUM PLAT

PROJECT #2342

THIS INSTRUMENT DRAFTED BY PETER A. TAPPEN

SHEET 2 OF 11


THE CONDOMINIUM PLAT OF
HARTFORD SQUARE II, A CONDOMINIUM
N89°14'11"E 1044.59'
UNPLATTED LANDS
STILLWATER LANE
SIMON DRIVE
NOVAK STREET
EXPANSION REAL ESTATE
EXPANSION REAL ESTATE
FIELDSTONE DRIVE
EXPANSION REAL ESTATE
EXPANSION REAL ESTATE
EXPANSION REAL ESTATE
N00°27'03"W 1675.50'
SCALE: 1" = 20'

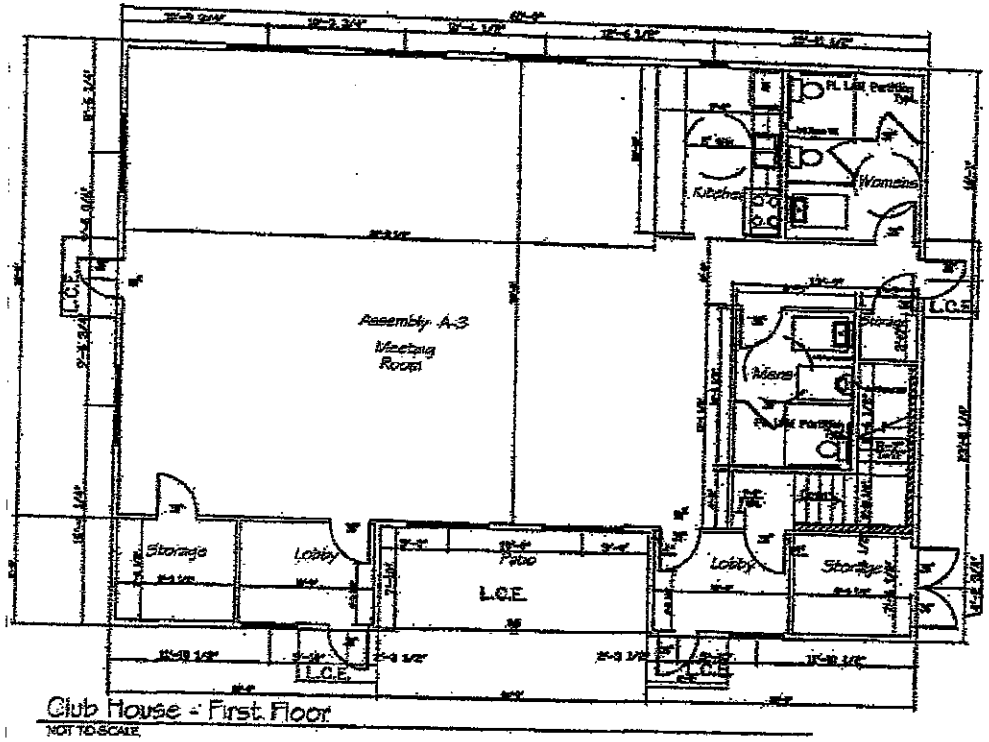
THE CONDOMINIUM PLAT OF

HARTFORD SQUARE II, A CONDOMINIUM

BEING ALL OF LOTS 1 AND 6 AND PART OF LOTS 2, 3, 4 AND 5 OF HARTFORD SQUARE SUBDIVISION, LOCATED IN THE NE. 1/4 AND SE. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NW. 1/4 AND SW. 1/4 OF THE SW. 1/4 OF SECTION 22, T.10N., R.19E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

L.C.E. – LIMITED COMMON ELEMENT

The limited common elements consist of the outside deck, patio or porch, adjacent to any dwelling unit and accessible only from such dwelling unit which is reserved for the exclusive use of such unit and the occupants thereof, immediately adjacent and appurtenant to the garage designated.



Club House - First Floor

NOT TO SCALE

PROJECT #15510

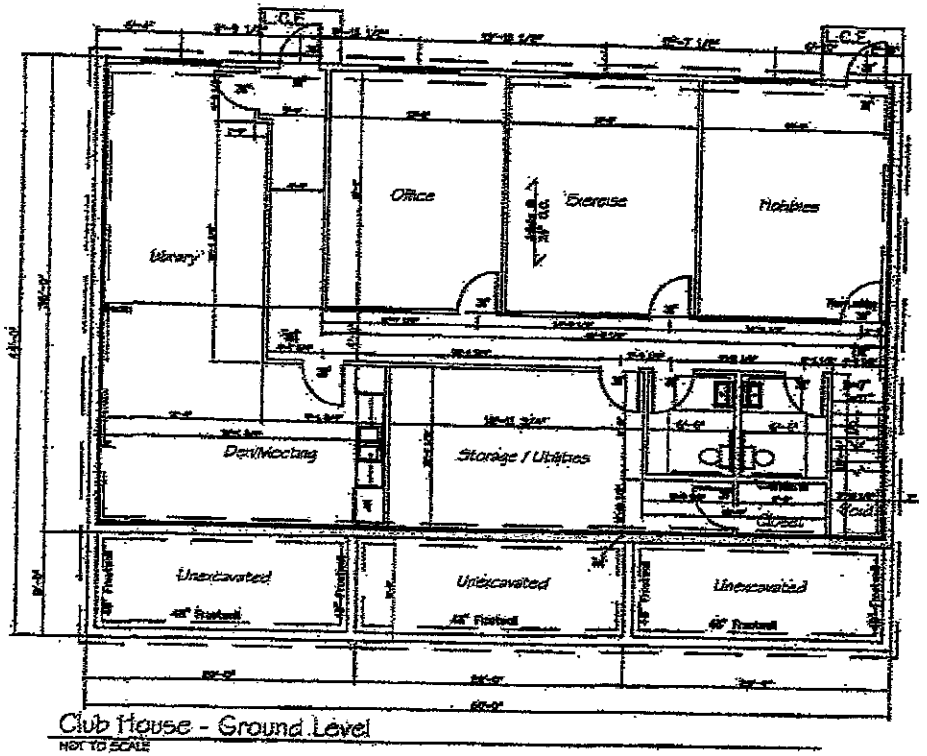
THIS INSTRUMENT DRAFTED BY: PETER A. TAYLOR

SHEET 4 OF 11

THE CONDOMINIUM OF

HARTFORD SQUARE II, A CONDOMINIUM

BEING ALL OF LOTS 1 AND 2, AND PART OF LOTS 3, 4 AND 5 OF HARTFORD SQUARE SUBDIVISION, LOCATED IN THE NE. 1/4 AND SE. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NW. 1/4 AND SW. 1/4 OF THE SW. 1/4 OF SECTION 22, T.10N., R.18E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN



Club House - Ground Level

NOT TO SCALE

PROJECT #3342

THIS INSTRUMENT DRAFTED BY PETER A. TIFFANY

SHEET 5 OF 11

THE CONDOMINIUM PLAT OF

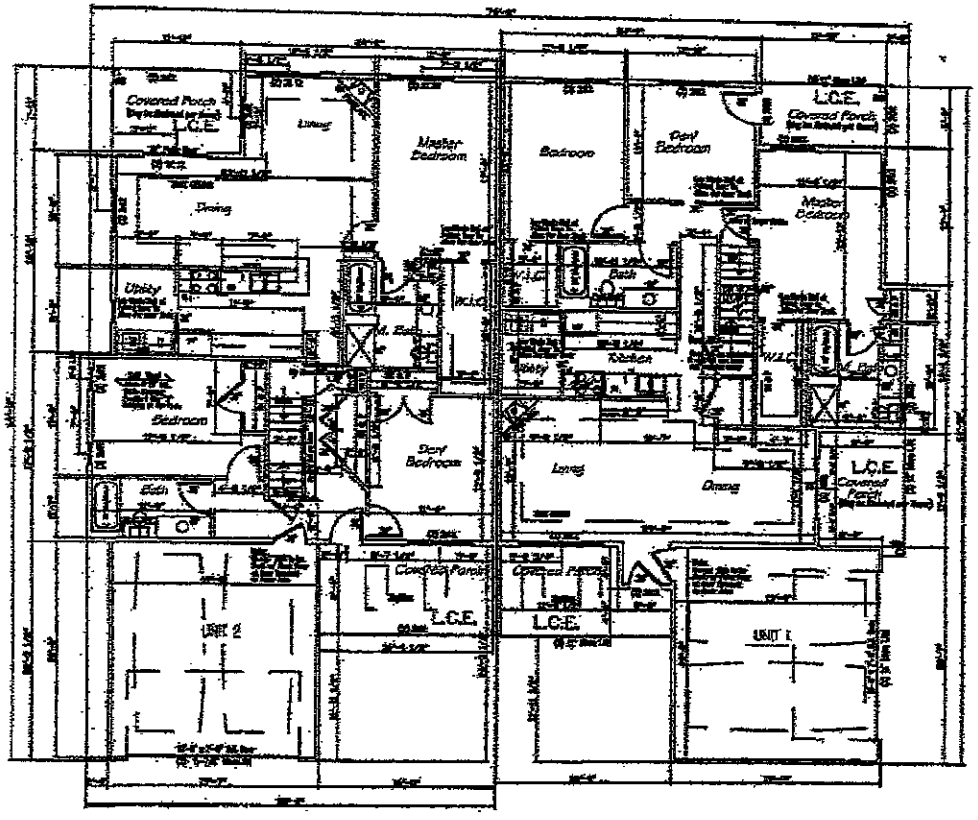
HARTFORD SQUARE II, A CONDOMINIUM

BEING ALL OF LOTS 5 AND 6 AND PART OF LOTS 3, 4 AND 5 OF HARTFORD SQUARE SUBDIVISION, LOCATED IN THE NE. 1/4 AND SE. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE NW. 1/4 AND SW. 1/4 OF THE SW. 1/4 OF SECTION 22, T.10N., R.19E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

L.C.E. = LIMITED COMMON ELEMENT

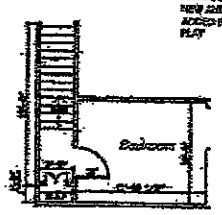
The limited common element consists of the outside deck, patio or porch adjoining a unit, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

NOTE:
FUTURE PLANS CAN BE NOTED/SHOWED AND NEW AS-BUILT REVISED FLOOR PLANS MAY BE ADDED BY FUTURE AMENDED CONDOMINIUM PLAT

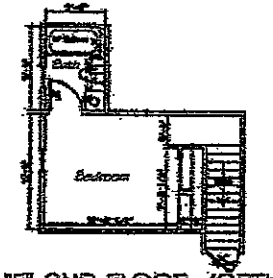


BUILDING #12
NOT TO SCALE

NORTH



"D"-2ND FLOOR - (OPTIONAL)
NOT TO SCALE



"E"-2ND FLOOR (OPTIONAL)
NOT TO SCALE

PROJECT #1332

THIS INSTRUMENT DRAFTED BY: PETER A. TUFTE

SHEET 6 OF 11

THE CERTIFIED SURVEY PLAT OF

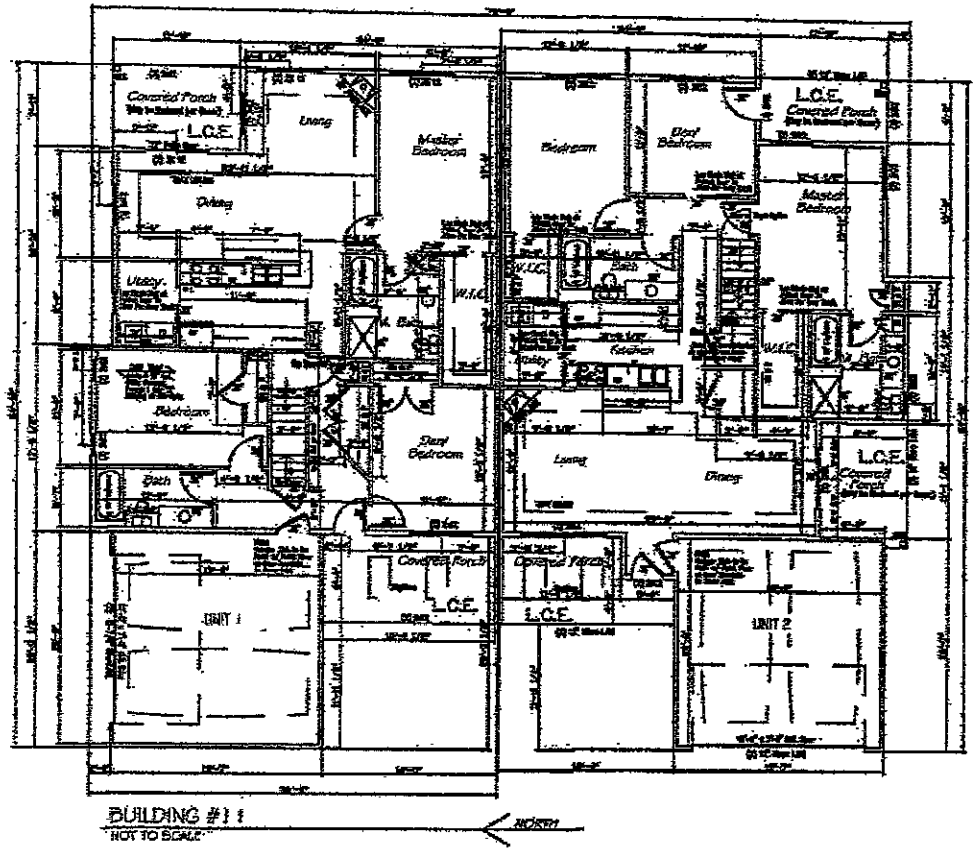
HARTFORD SQUARE II, A CONDOMINIUM

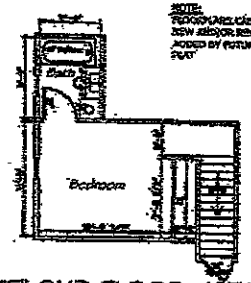
BEING ALL OF LOTS 1 AND 6 AND PART OF LOTS 3, 4 AND 5 OF HARTFORD SQUARE SUBDIVISION, LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 21, AND THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 22, T.10N., R.18E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

L.C.E. – LIMITED COMMON ELEMENT

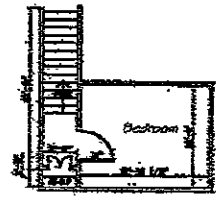
The limited common elements consist of the outside deck, patio or porch as identified on the plans, accessible only from and appurtenant to each unit to which it is assigned, by a door from the unit and the driveway immediately adjacent and appurtenant to the garage door to each unit.

NOTE:
FLOOR PLANS CAN BE INTERCHANGED AND NEW AND/OR REVISED FLOOR PLANS MAY BE ADDED BY FUTURE AMENDED CONDOMINIUM PLATS





"E" - 2ND FLOOR (OPTIONAL)
NOT TO SCALE



"D" - 2ND FLOOR - (OPTIONAL)
NOT TO SCALE

PROJECT #1542

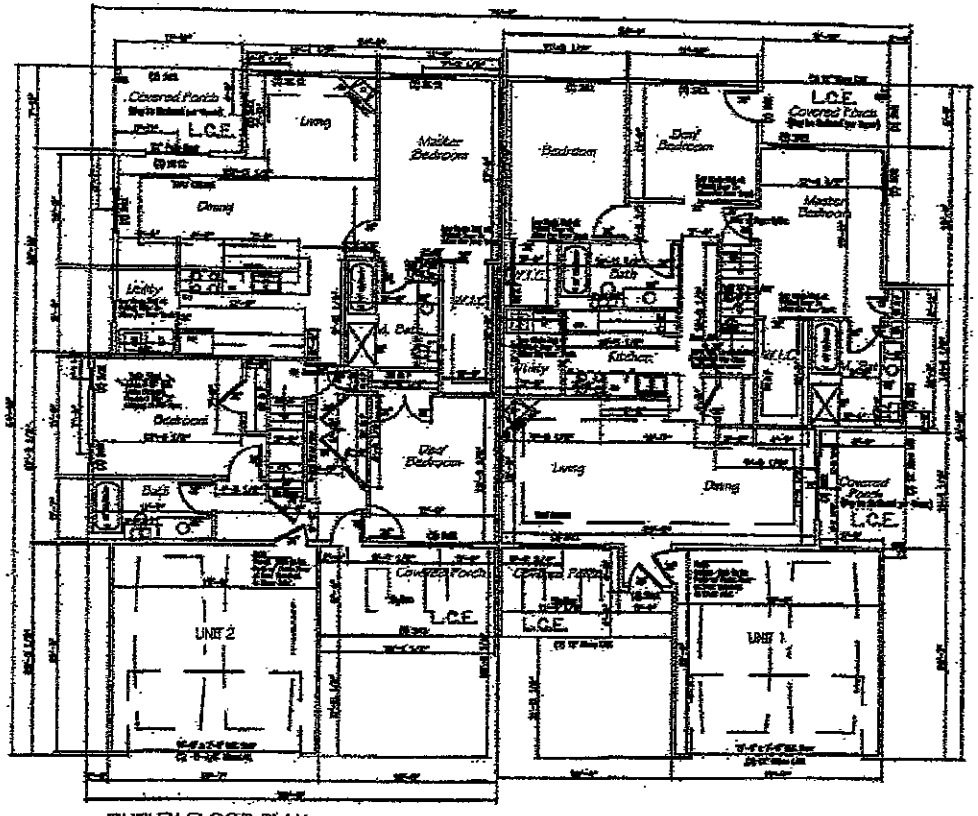
THIS INSTRUMENT DRAFTED BY: PETER A. TUFTE

SHEET 7 OF 11

THE CONDOMINIUM PLAT OF

HARTFORD SQUARE II, A CONDOMINIUM

BEING ALL OF LOTS 2 AND 3 AND PART OF LOTS 3, 4 AND 5 OF HARTFORD SQUARE SUBDIVISION, LOCATED IN THE NW. 1/4 AND SE. 1/4 OF THE SE. 1/4 OF SECTION 22, AND THE NE. 1/4 AND SW. 1/4 OF THE NW. 1/4 OF SECTION 22, T.10N., R.19E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN.

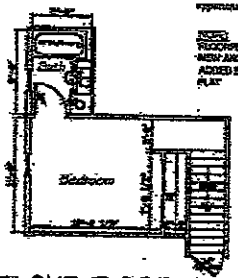


DUPLEX FLOOR PLAN
NOT TO SCALE

L.C.E. – Limited Common Elements

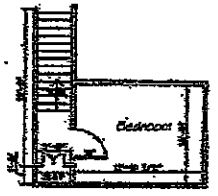
The limited common elements consist of the outside deck, patio or porches, delineated on the floor plans adjacent and appurtenant to each unit, to which it is accessible by a door from the unit and. The driveway immediately adjacent and appurtenant to the garage door in each unit.

NOTE:
FLOOR PLANS FOR DEVELOPMENT AND BUILDINGS NOT YET CONSTRUCTED ARE NOT SHOWN BUT WILL BE ADDED BY FUTURE AMENDED CONDOMINIUM PLAT



"E"-2ND FLOOR (OPTIONAL)
NOT TO SCALE

BUILDINGS:
22, 23, 24, 25, 26, 27, 28, 29, 30, 31



"D"-2ND FLOOR - (OPTIONAL)
NOT TO SCALE

PROJECT #5342

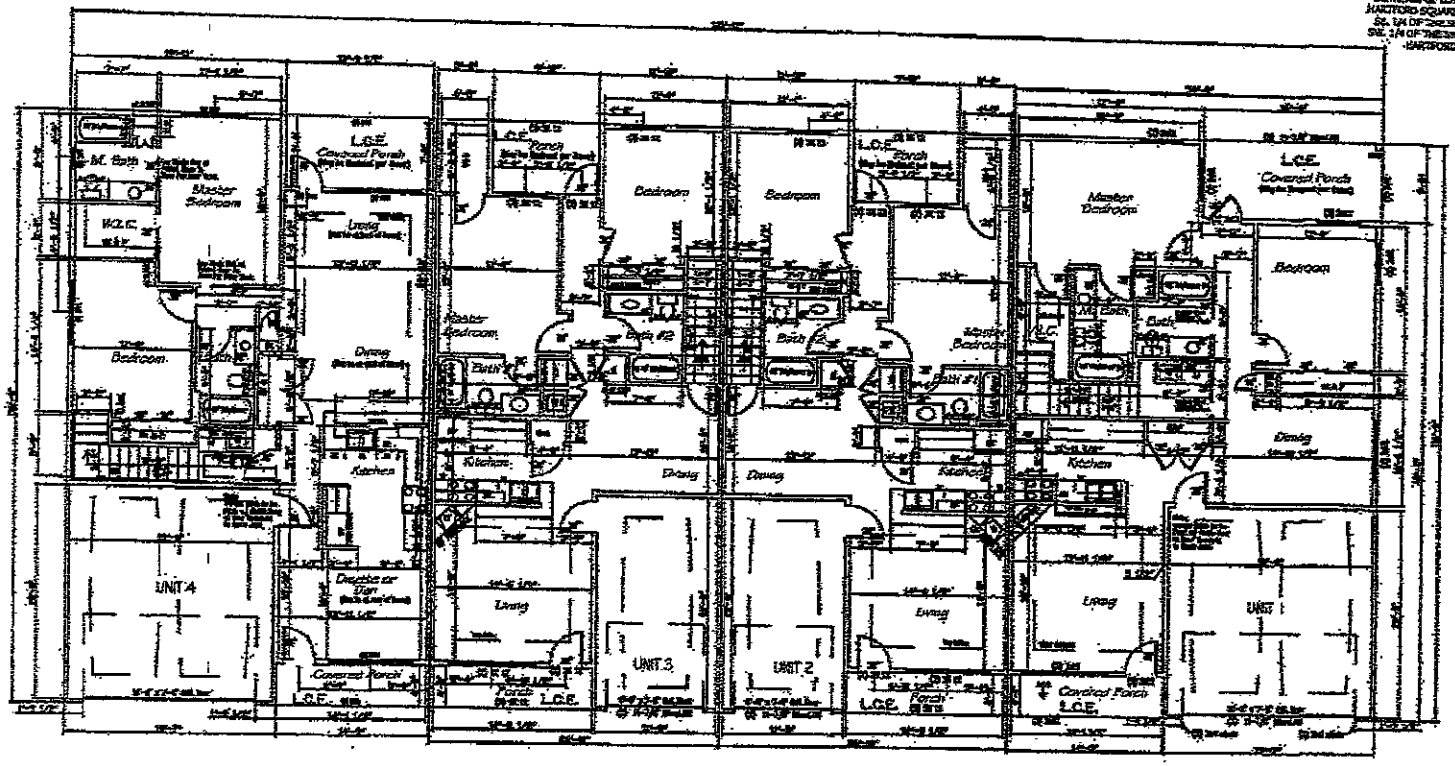
THIS INSTRUMENT DRAFTED BY PETER A. SUPER

SHEET 8 OF 31

THE CONDOMINIUM PLAT OF

HARTFORD SQUARE II, A CONDOMINIUM

BEING ALL OF LOTS 5 AND 6 AND PART OF LOTS 3, 4 AND 7 OF HARTFORD SQUARE SUBDIVISION, LOCATED IN THE SE. 1/4 AND SW. 1/4 OF SECTION 21, AND THE NW. 1/4 AND SW. 1/4 OF THE NW. 1/4 OF SECTION 22, T.10N., R.18E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN



BUILDINGS
6, 7, 8, 9, 10

4-PLEX FLOOR PLAN
NOT TO SCALE

PROJECT #5342

THIS INSTRUMENT DRAFTED BY PETER A. TAPPEN

DISCLOSURE MATERIALS

DECLARANT: CONDO DEVELOPMENT, INC.
318 North Lake Road - No. 101
Oconomowoc, WI 53066

CONDOMINIUM: HARTFORD SQUARE II, A CONDOMINIUM
Hartford, WI 53027

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES 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.

The undersigned hereby acknowledges this day, they have received the Disclosure Materials for Hartford Square II Condominium as itemized by Index on reverse side hereof.

_____ _____

Buyer Buyer

Date _____ Date _____

INDEX

The disclosure materials which the Declarant is required by law to provide to each prospective condominium purchaser contain the following documents and exhibits:

1. **Executive Summary.** The Executive Summary highlights for a buyer of the condominium unit essential information regarding the condominium. The Executive Summary begins at page 1-1 of these disclosure materials and is supplemented by the Declaration.

2. **Declaration.** The Declaration establishes and describes the condominium, the units and the common elements. The Declaration begins at page 2-1 of these disclosure materials.

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 the Association are specified in its Articles of Incorporation. The Articles of Incorporation begin at page 3-1 of these disclosure materials.

4. **By-Laws.** The By-Laws contain rules which govern the Association and affect the rights and responsibilities of unit owners or Association members. The By-Laws begin at page 4-1 of these disclosure materials.

5. **Management or Employment Contracts.** Certain services may be provided to the condominium through contracts with individuals or private firms. Discussion of these items begins at page 5-1 of these disclosure materials.

6. **Projected Annual Budget.** The Association incurs expenses for the operation of the condominium which are assessed to and paid monthly by the unit owners. The projected operating budget is an estimate of those charges which are in addition to individual unit owner mortgage, insurance, utility and real estate tax payments. The budget begins at page 6-1 of these disclosure materials.

7. **Rules and Regulations.** The Declarant has established certain rules and regulations to govern the use of the condominium and the conduct of its occupants. Other rules and regulations may be adopted by the Association in the future. The initial rules and regulations are set forth beginning at page 7-1 of these disclosure materials.

8. **Floor Plans and Plat.** The Declarant has provided floor plans of the units being offered for sale and a plat of the condominium which shows the location of the unit you are considering and all common areas, facilities and elements which are part of the condominium. The floor plan and plat are shown beginning at end of the disclosure materials.

DISCLOSURE MATERIALS

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318 North Lake Road - No. 101
Oconomowoc, WI 53066

CONDOMINIUM: HARTFORD SQUARE II, A CONDOMINIUM
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Buyer Buyer

Date _____ Date _____

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HARTFORD, WISCONSIN

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CONDOMINIUM EXECUTIVE SUMMARY

1. **Condominium Identification:**
This condominium is known as Hartford Square II, A Condominium

2. **Expansion Plans:**
Optional: This condominium is expandable up to 170 units. See Article 14 of the Declaration for complete details.

3. **Governance:**
This condominium is managed by the Hartford Square II Condominium Owners' Association, Inc. which is an incorporated association located at 318 North Lake Road, Oconomowoc, WI 53066. For general information regarding this condominium, please contact: Greg James at 262-569-1516.

4. **Amenities:**
See Section 4.1 regarding the Clubhouse.

5. **Maintenance and Repair of Units:**
See Sections 6.2 and 6.3 of the Declaration regarding owner's responsibility for maintenance and repair matters.

6. **Maintenance, Repair and Replacement of Common Elements:**
See Section 6.1 of the Declaration regarding the Association's responsibility for maintenance and repair of common elements.

7. **Rental of Units:**
See Section 8.1 of the Declaration regarding rental provisions.

8. **Unit Alterations:**
See Section 6.4 of the Declaration regarding alteration of a unit.

9. **Parking:**
Parking is included at no extra charge. See Sections 8.7 and 8.8 of the Declaration regarding parking regulations. Additional restrictions may be found in the Rules and Regulations.

10. **Pets:**
See Section 8.6 of the Declaration regarding pets and animals. Additional restrictions may be found in the Rules and Regulations.

11. **Reserves:**
See Section 7.8 of the Declaration regarding reserve funds for the condominium. Reserve funds are also addressed in the annual budget for the condominium.

12. **Fees on New Units:**
None.

13. **Amendments:**
See Section 16.7 of the Declaration regarding amendments procedures.

14. **Other Restrictions or Features:**
See the Rules and Regulations for additional regulations.

DECLARATION

HARTFORD SQUARE II, A CONDOMINIUM
HARTFORD, WI 53027

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by Condo Development, Inc., 318 North Lake Road - No. 101, Oconomowoc, Wisconsin 53066 hereinafter referred to as "Declarant".

ARTICLE 1
GENERAL PROVISIONS

Section 1.1 - Intent. The Declarant, by the execution and recording of this Declaration, intends that the land herein described, the buildings and improvements constructed or to be constructed thereon, and all easements, rights and appurtenances belonging thereto shall be subject to the condominium form of ownership and use in the manner provided by the Condominium Ownership Act of the State of Wisconsin (hereinafter the "Act"), the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Hartford Square II Condominium Owners' Association, Inc. (the Association").

Section 1.2 - Name and Address. The name by which this condominium shall be known is "Hartford Square II, A Condominium" and its street addresses are as shown on Exhibit B attached hereto.

Section 1.3 - Description of Land. The land which is the subject of this Declaration is described on Exhibit A attached hereto.

Section 1.4 - Condominium Plat. The Declarant, contemporaneously with the recording of this Declaration, has filed for record in the office of the Register of Deeds for Washington County, a plat of survey entitled "Hartford Square II, A Condominium" consisting of eleven (11) sheets, certified on November 4, 2005, by Keith A. Kindred, R.L.S. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

Section 1.5 - Condominium Plat Amendments. The Declarant reserves the right, without Association or unit owner approval, to amend the condominium plat for the purpose of recording the actual location of any unit or building or other common element improvement which may deviate from the planned location as shown on the plat and for the purpose of reflecting the "as built" size and configuration of the units and buildings, and this may reduce the amount of common area. The Declarant further reserves the right to file amended condominium plat(s) reflecting changes in the types or configuration of buildings as long as all buildings contain no more than four units each.

Section 1.6 - Development Agreement. The development and use of the condominium property is subject to the terms and conditions of that certain Development Agreement entered into by and between the Declarant and the City of Hartford on November 21, 2005 recorded as Document No. 1109764.

ARTICLE 2
CONDOMINIUM BUILDING

Section 2.1 - Location of Buildings. The buildings are or will be located on the premises as depicted on the condominium plat.

Section 2.2 - Unit Identification System. Units shall each be assigned a unit number, a post office street address. The initial condominium units are identified on Exhibit B attached hereto.

Section 2.3 - Description of Buildings. There are a total of 12 residential buildings in Phase I and 19 residential buildings plus clubhouse in Phase II of the condominium. An additional 32 buildings in two additional phases are planned. The buildings are, or shall be, single-story structures of wood frame construction with composite roof material. Some, but not all, building have basements. Each building will be substantially the same in style and configuration, but the number of units may vary. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association.

ARTICLE 3
CONDOMINIUM UNITS

Section 3.1 - Number of Units. The condominium when completed will have a total of 82 units. Additional units may be added by the Declarant in accordance with Article XIV of this Declaration.

Section 3.2 - Unit Defined. A condominium unit is that portion of a building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms or enclosed spaces on one or more levels and having outer boundaries formed:

A as to finished areas, by and including the interior surface materials (i.e., drywall, paneling tiling and floor covering) of the perimeter and internal structural walls, floors and ceilings; and

B as to any unfinished areas (such as a basement or an attic), by the following:

(1) upper boundaries shall be the horizontal plane created by the undersurface of the ceiling joists or the undersurface of the chords of the roof trusses, as the case may be;

(2) lower boundaries shall be the upper surface of the unfinished floor; and

(3) vertical boundaries shall be the interior surfaces of the unfinished perimeter and structural walls.

Each unit includes its attached garage, covered porches and the unit fixtures. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed pursuant to Section 1.5 of this Declaration.

Section 3.3 - Description of Units. The size and configuration of each unit varies with the floor plan of the unit selected by the initial purchaser. Units vary from 1100 to 2200 square feet in size. These square footages are based upon exterior first floor dimensions and include the covered porches. Generally, each unit includes a living room, dining area or room, a kitchen, two bedrooms, two bathrooms, a covered porch and a garage. Some units include a basement and den/third bedroom.

Section 3.4 - Unit Fixtures. Improvements to a unit which are permanent in nature are unit fixtures. Typical unit fixtures include the following: interior non-load bearing walls, entry and interior doors, window and door glass, cabinetry, electric wiring and lighting fixtures, wall to wall floor covering, plumbing fixtures and pipes, heating and air-conditioning systems, water heater, exhaust

fans, porch screen/glass enclosure and door and such other built-in or permanent improvements or appliances which may be within the unit.

Section 3.5 - Unit Identification System. Each unit has a unit identification number and a street address. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes. When a conveyance affecting a unit occurs prior to the construction of a unit, the unit identification number shall be used and shall be legally sufficient to convey to the grantee the right to construct that unit in accordance with this Declaration.

Section 3.6 - Unit Modification. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.4 of this Declaration.

Section 3.7 - Boundary Wall Basements. Each unit owner shall have an easement in the boundary or exterior walls surrounding his unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the sound-proofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

ARTICLE 4
COMMON ELEMENTS AND FACILITIES

Section 4.1 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article III of this Declaration, and including, without limitation, the following:

A The land described in Section 1.3 of this Declaration.

B The building structures, including perimeter and load-bearing walls, perimeter floors and ceilings, roof systems, structural support systems, and exterior finish materials, including, but not limited to, exterior siding and trim, gutters and downspouts, roof shingles, air vents, windows, doors. Siding, trim, drywall, windows, screens, doors, and any other items located on porches shall be considered part of the condominium unit. Exterior air conditioning compressors and all related equipment and connections are part of the condominium unit. Painting and staining of interior and exterior and cleaning of interior and exterior of windows, and doors are the responsibility of the unit owners.

C The electric, telephone, communication, gas, water, sewer and other utility wiring, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls and which are not owned and maintained by a public or private utility company.

D The lawn and landscape areas and improvements.

E The common areas, if any, identified as such on the condominium plat together with all improvements, furnishings and fixtures provided therewith.

F All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners.

G The clubhouse facility and affiliated parking.

H The private walking paths.

Some common elements may, depending upon their location and use, be classified as limited common elements under Article V of this Declaration.

Section 4.2 - Percentage Interest. Each unit owner shall have an undivided 1/82 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium, such interest being subject to change upon expansion of the condominium as provided for in Article 14 of this Declaration.

Section 4.3 - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.4 - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or otherwise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

ARTICLE 5
LIMITED COMMON ELEMENTS

Section 5.1 - Limited Common Elements. Certain of the common elements which are contiguous to a unit, or which are reserved for the exclusive use and benefit of the occupants of that unit, are classified as limited common elements and shall include, without limitation, the following:

A Those common elements, if any, identified as limited common elements on the condominium plat.

B The electric, telephone, communication, gas, water, sewer and other utility wiring, laterals, conduits or pipes within or serving a unit.

C The front entry stoop, sidewalk and garage driveway, and outside porches, air conditioner slab, outside planting areas designated for each owner(s) use, and any other owner plantings which must be approved in writing by the Association.

D Such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit.

Section 5.2 - Transfer of Limited Common Elements. Limited common elements shall not be separated from the units to which they appertain and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE 6
REPAIRS AND MAINTENANCE

Section 6.1 - Common Elements. The Association shall be responsible for the management, control, maintenance, repair and replacement of the common elements and shall cause the same to be

kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be charged in accordance with Section 7.4 of this Declaration.

Section 6.2 - Limited Common Elements. Each unit owner shall be responsible for keeping the limited common elements appurtenant to his or her unit in a clean, attractive and sanitary condition. If, after notice from the Association, a unit owner fails to timely comply with this provision, the Association may take corrective measures and the cost thereof may be charged in accordance with Section 7.4 of this Declaration. The Association shall maintain, repair and replace if needed the front entry stoop, sidewalk, garage driveway, outside porch slab and air conditioner slab. The Association will shovel the entry stoop and sidewalk and will plow the garage driveway and parking areas. Any maintenance, repair and replacement of front entry stoop, sidewalk, garage driveway, outside porch slab or air conditioner slab shall be subject to a charge-back in accordance with Section 7.4 of this Declaration.

Section 6.3 - Individual Units. Each unit owner shall be responsible for keeping his or her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures.

Section 6.4 - Limitations on Changes. No unit owner shall alter the floor plan or modify the fixtures of his/her unit without first obtaining, during the period of Declarant control as defined in Section 12.05 of this Declaration, the written consent of the Declarant or thereafter, the written consent of the Association. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner may make any improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium and that do not create a nuisance substantially affecting the use and enjoyment of other units or the common elements. A unit owner may not change the exterior appearance of a unit or of any other portion of the condominium without permission of the board of directors or the Association. No unit owner may make any alteration that would jeopardize the soundness or safety of the property, reduce the value thereof, impair any easement or hereditament, or change the exterior appearance of a unit or any other portion of the condominium not part of the unit. .

Section 6.5 - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element or limited common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and/or occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE 7
ASSESSMENTS FOR COMMON EXPENSES

Section 7.1 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 7.2 - Common Expenses. Common expenses are defined as follows:

A all sums lawfully assessed against the unit owners by the Association;

B expenses declared common expenses by the Act, by this Declaration or the By-Laws;

C amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements. The reserve fund shall accumulate from year to year in a non-lapsing account of the Association.

Section 7.3 - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by section 4.2 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant, may be accounted for separately and be charged to the unit owner responsible therefor as a special charge. In the event of expansion of the condominium as provided for under Article 14 of this Declaration, the proportionate share shall be modified as provide for in Section 14.2 thereof.

Section 7.4 - Special Charges. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for corrective measures taken in accordance with Section 6.2 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefor as a special charge. Penalties assessed by the Board of Directors for infractions of rules shall also be special charges.

Section 7.5 - Annual Budget. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined. The Association annually shall adopt and distribute to all unit owners an annual budget setting forth the following:

A Anticipated common expenses and any amounts to be allocated to a statutory reserve account under the Act and to any other funds for future expenditure.

B The amount and purpose of any other anticipated Association expenditure.

C The amount in any statutory reserve account under the Act or any other funds held for future expenditures.

D Any common surpluses.

E The amount and source of any income, other than unit owner assessments.

F The aggregate amount of any assessment to be levied against unit owners and the purpose of the assessment.

Section 7.6 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.2 of this Declaration, or in proportion to such new percentage as established by Section 14.2 of this Declaration in the event of an expansion of the condominium

Section 7.7 - Special Assessment. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or un-predicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for which the same was levied.

Section 7.8 - Statutory Reserve Account. The Declarant hereby elects not to establish a statutory reserve account. The future repair and replacement of common elements will be funded with assessments or with funds held for operational contingencies

Section 7.9 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.2 of this Declaration, said percentage interest may change as provided in Section 14.2 of this Declaration upon expansion of the condominium.

Section 7.10 - Covenant to Pay. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 7.11 - Liability for Assessments upon Conveyance.

A A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit, including any assessments coming due during the pendency of any claim by the unit owner against the Association or during any period in which the unit is not occupied by the unit owner or is leased or rented to any other person. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which assessments are made.

B Any grantee of a unit is entitled to a statement from the Association or the executive board setting forth the amount of unpaid assessments against the grantor. The grantee is not liable for, nor shall the unit conveyed be subject to a lien that is not filed pursuant to Section 7.12 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association or a board of directors does not provide such statement within 10 business days after grantee's

request, they are barred from claiming under any lien that is not filed under Section 7.12 hereof prior to the request for the statement against the grantee

Section 7.12 - Lien for Assessments. All assessments, regular or special, and special assessments for common expenses and charges, fines or assessments against specific units or unit owners for damages to the condominium or for penalties for violations of the declaration, bylaws or Association rules, together with interest thereon and actual costs of collection, constitute a lien upon such unit and upon the allocated interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within 2 years after the date on which the assessment becomes due. The lien is effective against the unit at the time the assessment becomes due regardless of when within the 2-year period it is filed. A statement of condominium lien signed and verified by a director of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. When applicable, the Association make take foreclosure action. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien..

Section 7.13 - Priority of Lien. A lien under this section is prior to all liens except:

A liens of general and special taxes;

B liens of a first mortgage recorded prior to the making of the assessment;

C construction liens filed prior to the making of the assessment; and

D all sums unpaid on any veteran secondary mortgage loan made under Section 45.80, Stats.

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

Section 7.14 - Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

Section 7.15 - Additional Remedies. Any assessment or installment thereof not paid within 10 days after the due date shall accrue interest from the due date at a rate which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon the execution of a judgment. In lieu of charging such interest, the Association Board of Directors may, from time to time, fix a reasonable late payment fee for each month, or fraction thereof, that such assessment is not paid. All payments on account shall be first applied to the interest or late charge, if any, and then to the assessment payment first due. The Association may bring an action at law against the unit owner obligated to pay the assessment or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessments hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

Section 7.16 - Assessments Against Declarant. Notwithstanding any other provision of this Article, the Declarant, as a unit owner, shall not be liable for any annual or special assessment under this Article as to any unit which is not occupied, leased or sold by the Declarant except for the payment of a standby charge sufficient to cover the costs of Association insurance attributable to such unit plus $10.00 per month, until such unit has been sold or leased. Such standby charge shall accrue as to each such unit from the date of the issuance of the occupancy permit for the unit.

ARTICLE 8
COVENANTS ON USE AND OCCUPANCY

Section 8.1 - Use of Premises. This condominium is designed and intended to meet the special housing needs of older persons in accordance with the Wisconsin Fair Housing Act as amended, Section 101.22, et seq. of the Wisconsin Statutes. At least 80% of all units within the condominium shall be occupied and used exclusively for single-family residential purposes by at least one person 55 years of age or older per dwelling unit. During the period in which initial sales of units by the Declarant are in progress and for a period of one year after all units are sold, the Declarant may maintain model units within the condominium and may occupy or grant permission to any person with or without rental, as determined by the Declarant, to occupy the same for business or promotional purposes, including clerical activities, sales offices and model units for display, provided such activities do not unreasonably interfere with the quiet enjoyment of any other unit owners or unit occupants.

Section 8.2 - Construction Activities. During the initial period of construction of the building and facilities of the condominium, the Declarant, his contractors and subcontractors and their respective agents and employees, shall be entitled to access to said building and all common elements of the condominium as may be required in connection with such construction.

Section 8.3 - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium; nor, except with the consent of the Association, shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium. The right is reserved by the Declarant to place "For Sale" or "For Rent" signs on any unsold or unoccupied unit, and to place such other signs on the property as may be required to facilitate the initial sale of unsold units. The Association may grant written permission to place a "For Sale" sign in a window or on a front lawn of a unit. If there are too many requests during the same time period, the Association may arrange alternating sign usage so each owner gets to display a sign for one or two weeks each month, in order to help maintain property values.

Section 8.4 - Use of Common Elements. Each unit owner shall have the right to use the common elements and facilities in common with all other unit owners for the purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be kept in an attractive condition consistent with an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.5 - Occupancy Restrictions. No more than four (4) persons may reside in or occupy any unit within the condominium.

Section 8.6 - Pets and Animals. No pets, animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common areas except such household pets as may be kept in units in strict compliance with Association rules and regulations.

Section 8.7 - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than one motor vehicle for each vehicle space in their unit's garage (excluding motorcycles) on the condominium, and vehicles shall be parked only in garage. Therefore only one vehicle permitted if one-vehicle garage and two vehicles permitted if two-vehicle garage. Except for the vehicles of guests of unit owners or lessees, and except as provided in Section 8.8 hereof, the parking of all other vehicles of any kind on the condominium is prohibited. All motor vehicles must be licensed and operable.

Section 8.8 - Commercial and Recreation Vehicles. No person shall use any of the common elements of the condominium for the parking, storage or operation of motor homes, campers, trucks over one-ton capacity, Snowmobiles, motorized bikes or other commercial or recreation-type vehicles, except as permitted by the Association rules and regulations.

Section 8.9 - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Association, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.10 - Insurance and Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.11 - Roof and Attic Structures. No owner or occupant shall place upon the roof or in the attic of a building any antenna, tower, solar collector or other similar device except as permitted in the rules and regulations governing the condominium.

Section 8.12 - Leasing of Units. The Declarant may lease units which it owns upon such terms and conditions as it determines. After a unit has been sold by the Declarant, the unit owner may not thereafter lease the unit for a term of less than one month. The owner of a leased unit shall notify the Association of the tenant's name and telephone number and within five days of the owner entering into or renewing a lease agreement, the unit owner shall provide a copy of the agreement to the association. Additionally, before the tenant takes occupancy, the unit owners shall provide a copy of the Declaration, By-Laws and Rules to the tenant. The owner shall provide the Association a receipt signed by the tenant acknowledging receipt of the Declaration, By-Laws and Rules.

Section 8.13 - Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

ARTICLE 9
REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.1 - Compliance Required. Every unit owner, tenant and occupant shall comply strictly with every rule, restriction, condition or regulation adopted by the Association under the By-

Laws, and with the covenants, conditions and restrictions set forth in the Act, this Declaration, the By-Laws or in the deed to the unit.

Section 9.2 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the buildings or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.3 - Legal Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner.

ARTICLE 10
INSURANCE

Section 10.1 - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium property [as defined in §703.02(14) of the Act] against loss or damage by fire or other hazard and against liability claims. The amount of protection and the types of hazards to be covered shall be reviewed and determined at least annually by the Board of Directors. In making its determination of coverage, the Board of Directors need not be restricted by the classifications established in Articles III and IV of this Declaration with regard to Association policy coverage. The insurance provided by the Association shall be without prejudice to the right of each unit owner to insure his or her own unit for personal benefit provided, however, that no owner shall be entitled to exercise his or her right to maintain individual unit insurance in such a way as to decrease the amount which may be realized under any Association insurance policy.

Section 10.2 - Assessment of Premiums. Premiums for policies of insurance obtained by the Association shall be common expenses assessable to the unit owners in accordance with the percentage of interest established by Section 4.2 of this Declaration. The cost of insurance is included in the annual Association budget and is, therefore, part of the annual assessment established pursuant to Section 7.5 of this Declaration which is payable on a monthly basis.

Section 10.3 - Coverage. The Association shall provide the following types of insurance coverage:

A **Property Insurance.** The Association shall be the named insured individually and as trustee for each of the unit owners and their mortgagees as their interests may appear in the percentages established by Section 4.2 of this Declaration. All condominium property shall be insured for not less than full replacement value. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard special coverage (all risk) endorsement. To the extent possible, such 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 canceled, 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 an opportunity to cure the defect within that time.

B **Liability Insurance.** Public liability and officers and directors liability insurance shall be provided covering all claims customarily insured against with respect to the common elements and facilities and the Association's management thereof.

C **Workers Compensation.** Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.

D **Other Insurance.** The Board of Directors may provide such other insurance as it determines is necessary or desirable.

Section 10.4 - Use of Proceeds. Insurance proceeds shall first be disbursed by the Association as trustee for the repair or restoration of the damaged common elements. The unit owners and their mortgagee shall not be entitled to receive payment of any portion of the insurance proceeds unless the Association has determined not to rebuild or a court has ordered partition of the condominium property or there is a surplus of insurance proceeds after the common elements have been completely repaired or restored.

Section 10.5 - Insurance by Unit Owners.

A Unit Owners shall be responsible for providing policies of insurance covering their respective units and the following items:

(1) The personal contents of the resident which are not attached to the unit and/or are stored elsewhere in the condominium. This includes, but is not limited to, wall hangings, furnishings, clothing, collectibles, vehicles and unattached flooring, appliances and other personal items.

(2) The public liability coverage to the extent not insured by the liability insurance carried by the Association for all of unit owners pursuant to Section 10.3 hereof.

(3) Additions and improvements to owner unit that have increased value beyond the amount of the Association policy coverage on each individual unit structure, which is an optional "Loss Assessment" endorsement.

(4) The deductible portion of the Association Insurance Policy that applies to "unit fixtures" as described in Section 3.4, will be paid by the owner(s) of the unit(s) having damage. Therefore, condominium owners should consider having their unit policy include payment of the Association Insurance deductible on "unit fixtures". It may be standard coverage or covered under "Loss Assessment" endorsement which is extra coverage. If the loss is less than the deductible, no claim will be filed on the Association Policy and as a result, owner(s) of unit(s) having damage will either pay the contractor(s) or the Association for repairs made.

B The Association shall be responsible for all other insurance covering the condominium property including "unit fixtures" as described in Section 3.4 hereof.

Section 10.6 - Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

ARTICLE 11
RECONSTRUCTION

Section 11.1 - Determination. Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least seventy-five percent (75%) of the unit owners and their mortgagees and within ninety (90) days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 11.2 - Variances. 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.

Section 11.3 - Financing. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article X of this Declaration, be available to the Association for the purpose of repair or reconstruction. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE 12
ASSOCIATION OF UNIT OWNERS

Section 12.1 - Legal Entity. The affairs of this condominium shall be governed by an incorporated association of unit owners that even if unincorporated, is constituted a legal entity for all purposes. Except for matters reserved to the Association members or units owners under the Act, the declaration or the by-laws, all policy and operational decisions of the Association, including interpretation of the condominium instruments, by-laws, rules and other documents relating to the condominium or the Association, shall be made by its board of directors. This subsection does not affect deference to, or the standard review of, an action of the board of directors by a court. The Association shall be known as the Hartford Square II Condominium Owners' Association, Inc. (herein the "Association").

Section 12.2 - Membership and Voting Rights. The record owner(s) of each unit, which may be the Declarant, shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. At meetings of the Association every unit owner is entitled to cast the number of votes appurtenant to his or her unit as established in the declaration under the Act. There can be no split vote. Unit owners may vote by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee. If only one of multiple owners of a unit is present at a meeting of the Association, the owner is entitled to cast the votes allocated to that unit, but in no event shall more than one vote be case with respect to any unit.

Section 12.3 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association and shall have the authority and power to:

A adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;

B employ and dismiss employees and agents;

C sue on behalf of the unit owners;

D make contracts and incur liabilities, including borrowing funds in the name of the Association in the manner specified in the bylaws under the Act;;

E cause additional improvements to be made as a part of the common elements;

F grant easements through or over the common elements;

G grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building;

H enforce the obligation of unit owners to maintain and repair limited common elements;

I obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the common elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts;

J obtain and pay for legal and accounting services necessary or desirable in connection with operation of the common elements or the administration of this Declaration;

K acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element;

L establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration;

M contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services;

N manage and care for any special facilities deemed appropriate by the Association aimed to meet the special needs of older persons;

O contract for services designed to meet the needs of older persons, including, but not limited to transportation services, health maintenance services, entertainment services, catering, etc.; and

P exercise any other power granted to the Association by the Act, this Declaration or the By-Laws.

Q purchase goods and services jointly with other condominium associations or other persons.

Section 12.4 - Meetings of the Association. Meetings of the Association shall be governed by the following and such additional rules as may be set forth in the By-Laws:

A The Association shall maintain a current roster of names and addresses of every unit owner to which notice of the meetings of the Association shall be sent.

B Every unit owner shall furnish the Association with his or her name and current mailing address and no unit owner may vote at a meeting of the Association until this information is furnished.

C No regular or special meeting of the Association may be held except on at least ten (10) days written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners.

Section 12.5 - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and exercise the powers and responsibilities otherwise assigned by the Act, this Declaration, the Articles of Incorporation or the By-Laws to the Association or to its officers for a period ending ten (10) years after the date that the first condominium unit is conveyed by the Declarant to any person other than the Declarant, or thirty (30) days after the conveyance of 75% of the common element interests to purchasers, whichever shall first occur, such percentage being subject to redetermination in the event the condominium is expanded pursuant to Article 14 of this Declaration. During the period of Declarant control, the Declarant may lease units to non-owner occupants. These leased units may be to persons above or below the age of 55 and the 20% threshold will not apply during the period of Declarant control. This provision is subject to limitations respecting the election of Association directors as contained in the Act and set forth in the By-Laws. During the period of Declarant control of the Association under the Act, if any unit owned by the Declarant is exempt from assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based on the anticipated common expenses set forth in the annual budget under the Act. The Declarant is liable for the balance of the actual common expenses. During the period of Declarant control under the Act, the Declarant is responsible for creating and maintaining the financial and operational records of the Association and shall turn the records over to the directors elected under the Act. During the period of Declarant control under the Act and for one year thereafter, upon written request to the Association by the lesser of three unit owners or the owners of 10% of the units, not including units owned by the Declaration, the Association shall arrange for an independent audit of its financial records at the Association's expense. The cost of any audit requested within 36 months after the completion of a previous audit shall be paid for by the requesting unit owners.

Section 12.6 - Indemnity of Association. The Association and its officers and directors shall not be liable to the unit owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.2 of this Declaration, such percentage being subject to redetermination in the event the condominium is expanded pursuant to Article 14 of this Declaration. This provision is subject to limitations respecting the election of Association directors as contained in the Act and set forth in the By-Laws. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers or the managing agent, as the case may be, as agents for the unit owners or for the Association.

ARTICLE 13
EASEMENTS AND ENCROACHMENTS

Section 13.1 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, gas mains, storm sewers, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to the Declarant and Association and not to any utility company unless specifically conveyed or granted by the Declarant or the Association.

Section 13.2 - Easements to Run With the Land. All interests and rights described and set forth in this Declaration are easements appurtenant to, and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, his successors and assigns, and upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 13.3 - Encroachments. In the event that, by reason of the construction, settling or shifting of any building, any part of the common elements 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 elements or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit, or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this paragraph relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE 14
EXPANSION OF CONDOMINIUM

Section 14.1 - Right to Expand. Declarant expressly reserves for the Declarant and Declarant's successors and assigns the right to expand the condominium at any time within the period commencing on the date of the recording of this Declaration and expiring on the tenth anniversary of the date of the recording of this Declaration. Such expansion may take place in one or more phases to create not more than a total of 170 units under this Declaration.

Section 14.2 - Change in Fractional Interest of Unit Owners. In the event of expansion, the fractional or percentage interest in the common elements of the condominium appurtenant to each unit (whether initial or new) following the expansion shall be that fraction using the number "1" as the numerator and the total number of declared units as the denominator. Changes in percentage interests shall become effective upon recording the expansion amendment, and shall supersede for all purposes the percentage interest stated in Section 4.2 of this Declaration.

Section 14.3 - Procedures for Expansion. The right to expand the condominium may be exercised by recording amendments to this Declaration and an addendum to the condominium plat. Such amendments shall not require the approval of unit owners and their mortgagees as otherwise required for amendments under Section 16.7 of this Declaration. The amendment to the Declaration shall set forth the new percentage interests of the unit owners, the number of votes appurtenant to each unit following the expansion of the condominium and such other provisions as may be appropriate to

the expansion. The addendum to the condominium plat shall, with respect to the expansion property, buildings and units, include the detail and information required for an original condominium plat.

Section 14.4 - Restrictions and Conditions Applicable to Additional Units. The additional buildings and units authorized by this Article shall be constructed on the property described in Section 1.3 of this Declaration and in a manner which is comparable in style and nature to the buildings and units in the initial stage. The units constructed after the initial stage, and their owners and occupants, shall be subject to: (i) the restrictions, covenants and conditions of this Declaration, the Articles of Incorporation, (ii) the By-Laws and (iii) the rules and regulations from time to time adopted by the Association in accordance with the By-Laws.

Section 14.5 - Effect Upon Unit Owners and Mortgagees. Upon the recording of expansion amendments to the Declaration and the plat, each unit owner, by operation of law, has the percentage interest in the common elements, the liabilities for common expenses, the rights to common surpluses and shall have the number of votes set forth in the amendment to the Declaration. Following any expansion, the interest of any mortgagee shall, by operation of law, attach to the new percentage interest in the common elements appurtenant to the unit on which the mortgagee has a lien.

Section 14.6 - Consent of Unit Owners and Power of Attorney. Each owner of a unit and each assignee or successor with respect to such unit shall, by acceptance of a deed to any unit, be deemed to agree, approve and consent to any such expansion or series of expansions, or to any part thereof, and to such adjustment in the percentage of interest in the common elements, the liabilities for common expenses and the rights to common surplus which appertain to each unit and its owner; and shall be deemed to grant to Declarant, and the Declarant's 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 such expansion(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this Article.

Section 14.7 - Expansion Not Required. Nothing contained herein shall be construed so as to create any obligation on behalf of Declarant or Declarant's successors and assigns to undertake the construction of additional buildings and units or to proceed with respect to any expansion; nor shall anything contained herein be deemed to grant or create any rights in unit owners under this Declaration with respect to such expansion.

ARTICLE 15
SPECIAL ADMINISTRATIVE PROVISIONS

Section 15.1 - Transfer Fee to Association. Every grantee of a unit, other than a grantee of the Declarant, shall, within 10 days of the purchase of a unit, pay to the Association a transfer administration fee (in the amount determined from time to time by the Association Board of Directors) to defray the record keeping costs incurred by the Association in connection with such transfer. Initially the fee shall be $50 per transfer.

Section 15.2 - Declarant's Right of First Refusal. During the period of Declarant control, as set forth in Section 12.5 of this Declaration, the Declarant shall have a right of first refusal with respect to the purchase of any unit being sold by the owner thereof to any person other than a spouse, parent or child of the owner. Such right of first refusal shall, if not exercised by Declarant, automatically expire at 5:00 P.M. on the tenth calendar day following receipt by the Declarant of a copy of the unit owners executed contract for sale. Declarant's exercise of the right of first refusal requires Declarant to purchase the unit for the same price and upon the same terms and conditions set forth in the selling unit owners contract for sale.

ARTICLE 16
MISCELLANEOUS PROVISIONS

Section 16.1 - Notice to Mortgage Lendors. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 16.2 - Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased unit owner is being administered.

Section 16.3 - Covenants to Run With Land. Each grantee (purchaser of a unit) of the Declarant, and each subsequent purchaser, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person interest or estate in said land or any unit thereon, benefit of such unit owner in like manner as though Declaration were recited and stipulated at length in conveyance or instrument of title.

Section 16.4 - Non-Waiver of Provisions. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 16.5 - Waiver of Damages. Neither the Declarant nor his agents, representatives or employees shall be liable for any claim whatsoever arising out of or by reason of any actions performed pursuant to any authority reserved, granted or delegated to the Declarant pursuant to this Declaration, or in the Declarant's capacity as developer, owner, manager or seller of the condominium, whether such claim (i) shall be asserted by any unit owner, unit occupant, unit mortgagee, the Association or by any person or entity claiming through any of them; or (ii) shall be on account of injury to person or damage to or loss of property wherever located and however caused.

Section 16.6 - Mortgaging Units and Real Estate Taxes. In accordance with the Act each unit owner has the right to mortgage or encumber his or her unit and the percentage interest in common elements appurtenant to that unit. Further, in accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and taxes in the same manner as any other parcel of real estate.

Section 16.7 - Amendment of Declaration. This Declaration may be amended with the written consent of at least ⅔ of the aggregate of the votes established in Section 4.2 of the Declaration, except with respect to power and rights to amend reserved to the Declarant under Section 14 of this Declaration, provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act. A unit owner's written consent is not effective unless it is approved by the mortgagee of the unit, if any. Amendments become effective when recorded in the office of the Register of Deeds of Washington County, Wisconsin.

Section 16.8 - Gender and Number. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Section 16.9 - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 16.10 - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process under the Act shall be Greg James, 318 North Lake Road - No. 101, Oconomowoc, Wisconsin 53066.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the 19th of December, 2005.

CONDO DEVELOPMENT, INC.

Greg A. James, President

Karen E. James, Secretary

STATE OF WISCONSIN)
SS.
COUNTY OF Waukesha)

Personally came before me this 19th day of December, 2005, the above named Greg A. James and Karen E. James, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

ROBERT W. KAISER NOTARY PUBLIC STATE OF WISCONSIN

Robert W Kaiser (print or type name)
Notary Public, Waukesha Co., Wis.
My Commission Expires 4-2-06

This instrument was drafted by:

Atty. Jack A. Enea of
SCHLOEMER, ALDERSON, SPELLA & MUEHLBAUER, S.C.
Corner of Sixth & Hickory, West Bend, WI 53095

CONSENT OF MORTGAGE HOLDER

First Bank Financial Centre, Oconomowoc, Wisconsin, holder of the following mortgage from Condo Development, Inc. and recorded in the office of the Washington County Register of Deeds on October 4, 2004 as Document No. 1064859 hereby consents to the execution and recording of the Declaration creating Hartford Square II Condominium and hereby submits its mortgage described above to the foregoing Declaration.

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

Dated and executed at Oconomowoc, Wisconsin this 19th day of December, 2005.

FIRST BANK FINANCIAL CENTRE

BY: Linda Daul
LINDA DAUL (name)

BY: Stacy Genz
Stacy Genz (name)

STATE OF WISCONSIN)
: SS.
WAUKESHA COUNTY)

Personally came before me this 19th day of December 2005, the above named Linda Daul and Stacy Genz, Vice President (office) and Loan Officer (office), respectively of the above corporation, to me known to be such persons and officers who executed the same as such officers as the deed of said corporation, by its authority.

ROBERT W. KAISER NOTARY PUBLIC STATE OF WISCONSIN

Robert W. Kaiser (type or print name)
Notary Public, Waukesha Co., Wis.
My commission 4-2-06

EXHIBIT B

HARTFORD SQUARE II

HARTFORD SQUARE				
Unit No.	Lot No.	House No.	Street	Parcel No.
1-1	1	1338	Stillwater Lane	
1-2	1	1342	Stillwater Lane	
1-3	1	1346	Stillwater Lane	
1-4	1	1350	Stillwater Lane	
2-1	2	1318	Stillwater Lane	
2-2	2	1322	Stillwater Lane	
2-3	2	1326	Stillwater Lane	
2-4	2	1330	Stillwater Lane	
3-1	3	1262	Stillwater Lane	
3-2	3	1266	Stillwater Lane	
3-3	3	1270	Stillwater Lane	
3-4	3	1272	Stillwater Lane	
4-1	4	1242	Stillwater Lane	
4-2	4	1246	Stillwater Lane	
4-3	4	1250	Stillwater Lane	
4-4	4	1254	Stillwater Lane	
5-1	5	1220	Stillwater Lane	
5-2	5	1224	Stillwater Lane	
5-3	5	1228	Stillwater Lane	
5-4	5	1232	Stillwater Lane	
6-1	6	1129	Stillwater Lane	
6-2	6	1133	Stillwater Lane	
6-3	6	1139	Stillwater Lane	
6-4	6	1143	Stillwater Lane	
7-1	7	1149	Stillwater Lane	
7-2	7	1155	Stillwater Lane	
7-3	7	1159	Stillwater Lane	
7-4	7	1163	Stillwater Lane	
8-1	8	1217	Stillwater Lane	
8-2	8	1221	Stillwater Lane	
8-3	8	1225	Stillwater Lane	
8-4	8	1231	Stillwater Lane	
9-1	9	1237	Stillwater Lane	
9-2	9	1241	Stillwater Lane	
9-3	9	1245	Stillwater Lane	
9-4	9	1249	Stillwater Lane	
10-1	10	1257	Stillwater Lane	
10-2	10	1261	Stillwater Lane	
10-3	10	1265	Stillwater Lane	
10-4	10	1269	Stillwater Lane	

Unit No.	Lot No.	House No.	Street	Parcel No.
11-1	11	238	Simon Drive	
11-2	11	242	Simon Drive	
12-1	12	243	Novak Street	
12-2	12	247	Novak Street	
13-1	13	252	Simon Drive	
13-2	13	256	Simon Drive	
14-1	14	314	Simon Drive	
14-2	14	318	Simon Drive	
15-1	15	326	Simon Drive	
15-2	15	330	Simon Drive	
16-1	16	338	Simon Drive	
16-2	16	344	Simon Drive	
Common	Building	424	Simon Drive	
17-1	17	440	Simon Drive	
17-2	17	446	Simon Drive	
18-1	18	454	Simon Drive	
18-2	18	458	Simon Drive	
19-1	19	514	Simon Drive	
19-2	19	518	Simon Drive	
20-1	20	526	Simon Drive	
20-2	20	530	Simon Drive	
21-1	21	540	Simon Drive	
21-2	21	544	Simon Drive	
22-1	22	613	Simon Drive	
22-2	22	615	Simon Drive	
23-1	23	541	Simon Drive	
23-2	23	545	Simon Drive	
24-1	24	529	Simon Drive	
24-2	24	533	Simon Drive	
25-1	25	515	Simon Drive	
25-2	25	521	Simon Drive	
26-1	26	455	Simon Drive	
26-2	26	459	Simon Drive	
27-1	27	441	Simon Drive	
27-2	27	445	Simon Drive	
28-1	28	429	Simon Drive	
28-2	28	433	Simon Drive	
29-1	29	415	Simon Drive	
29-2	29	421	Simon Drive	
30-1	30	345	Simon Drive	
30-2	30	351	Simon Drive	
31-1	31	331	Simon Drive	
31-2	31	337	Simon Drive	

THIS DOCUMENT SHALL BE RECORDED IN THE
FOLLOWING COUNTY: WASHINGTON COUNTY

RECEIVED - DEPT OF
FINANCIAL INSTITUTIONS
STATE OF WISCONSIN

ARTICLES OF INCORPORATION
OF
HARTFORD SQUARE II CONDOMINIUM OWNERS' ASSOCIATION, INC.

2005 JUN 10 AM 9:25

The undersigned natural person more than eighteen (18) years of age, for the purpose of organizing a corporation under the provisions and subject to the requirements of Chapter 181, Wisconsin Statutes, known as the "Wisconsin Non-Stock Corporation Law", does sign and acknowledge Articles of Incorporation, as follows:

STATE OF WISCONSIN
FILED
JUN 17 2005
DEPARTMENT OF
FINANCIAL INSTITUTIONS

ARTICLE 1. NAME. The name of the corporation is Hartford Square II Condominium Owners' Association, Inc.

ARTICLE 2. EXISTENCE. The period of existence shall be perpetual.

ARTICLE 3. PURPOSES. The corporation is organized to run, operate, administer, control and manage the affairs of the condominium unit owners including but not limited to adopting budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners; employ and dismiss employees and agents; sue on behalf of the unit owners; enter into contracts and incur liabilities; cause improvements to be made as a part of the common elements; grant easements through or over the common elements; grant or withhold approval of any action by a unit owner to change the exterior appearance of any condominium building; obtain and pay for the services of any person or entity to manage its affairs; obtain and pay for legal, accounting and such other services necessary or desirable in connection with the operation and administration of the condominium; acquire and hold for the use and benefit of all the unit owners tangible and intangible personal property and real property and dispose of the same; establish reasonable rules and regulations governing the use of the units and the common elements; contact for garbage and trash collection, snow and ice removal lawn and landscaping care, common area maintenance and other common services; and, exercise all other powers set forth in Declaration of Condominium, Condominium Ownership Act of the State of Wisconsin, and By-Laws for the purposes managing, operating and running the Condominium.

ARTICLE 4. MEMBERS. The corporation shall have members.

ARTICLE 5. MEMBERSHIP CLASSIFICATION. The corporation shall have one class of members. Each owner of a unit in Hartford Square II, A Condominium, including the Declarant, shall be a member of the corporation. Only owners of units in Hartford Square II, A Condominium shall be members of the corporation.

ARTICLE 6. DIRECTORS. The directors of the corporation shall be elected by majority vote of the members of the corporation at the annual meeting unless a different method of election is set forth in the Bylaws.

ARTICLE 7. REGISTERED AGENT. The name of the initial registered agent of the corporation is Greg A. James.

ARTICLE 8. ADDRESS. The initial registered address of the corporation is 318 North Lake Road - No. 101, Oconomowoc, WI 53066.

ARTICLE 9. LOCATION OF PRINCIPAL OFFICE. The mailing address and county of the principal office of the corporation is 318 North Lake Road - No. 101, Oconomowoc, Waukesha County, WI 53066.

WI - DFI CORP
FILE ID# ➡ 4040229

ARTICLE 10. NUMBER OF DIRECTORS. The initial number of directors shall be three. The manner of election of the directors will be fixed by the by-laws of the corporation. The number of directors may be amended by an amendment to these Articles or as further provided for in the by-laws provided the number of directors shall not be less than the minimum required number of directors as set forth in Chapter 181, Wisconsin Statutes.

ARTICLE 11. NAMES AND ADDRESSES OF INITIAL DIRECTORS. The names and addresses of the initial board of directors of the corporation are:

Greg A. James	318 N. Lake Road - No. 101, Oconomowoc, WI 53066
Bradley H. James	318 N. Lake Road - No. 101, Oconomowoc, WI 53066
Brian H. James	318 N. Lake Road - No. 101, Oconomowoc, WI 53066

ARTICLE 12. RECORDS. The corporation shall keep records that show and reflect each member's rights and interests in any funds which the corporation retains.

ARTICLE 13. LIQUIDATION. Upon the liquidation and/or dissolution of the corporation, the remaining property and assets shall be distributed to all who are members of the corporation at the time of the liquidation and/or dissolution, based upon their membership interest.

ARTICLE 14. AMENDMENT. These Articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 15. INCORPORATOR. The name and address of the incorporator is Greg A. James and his address is 318 North Lake Road - No. 101, Oconomowoc, WI 53066.

EXECUTED in duplicate this 8th day of June 2005.

Greg A. James

STATE OF WISCONSIN)
ss.
WASHINGTON COUNTY)

Personally came before me this 8 day of June 2005, the above named Greg A. James to me known to be the person who executed the foregoing instrument and acknowledged the same.

Stacy Benz (print or type name)
Notary Public, Waukesha Co., WI
My commission expires 3-9-08

Drafted by Atty. Jack A. Enea
State Bar No. 1008881
Schloemer, Alderson, Spella & Muehlbauer, S.C.
101 South 6th Avenue
West Bend, WI 53095

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BY-LAWS

HARTFORD SQUARE II CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE 1.
GENERAL PROVISIONS

Section 1.1 - Incorporated Association. The affairs of this condominium shall be governed by an incorporated association of its units owners known as Hartford Square II Condominium Owners' Association.

Section 1.2 - Mailing Address. The Association's initial mailing address shall be 318 North Lake Road - No. 101, Oconomowoc, Wisconsin 53066.

Section 1.3 - Declarant Control. The affairs of the condominium and The Association shall be subject to control by the Declarant as set forth in Section 12.5 of the Declaration.

Section 1.4 - Fiscal Year. The fiscal year of the Association shall begin on the first day of August and end on the 31st day of July of every year, except that the first fiscal year shall begin on the date of recording of the Declaration.

Section 1.5 - Conflicts. In case of any conflict between the Condominium Ownership Act (the Act) or the Declaration and these By-Laws, the Act or the Declaration, as the case may be, shall control.

Section 1.6 - General Corporate Law. The requirements of general Wisconsin corporate law shall pertain to the organization and administration of the Association unless a clear contrary intent is evident from the Declaration of these By-Laws.

Section 1.7 - Acquiring and Conveying Property.

(1) The Association may acquire and retain property in the name of the Association for and on behalf of all unit owners and may grant a mortgage on such property. In such event, assessments shall be made against all unit owners as part of the common expenses in order to provide the required mortgage payments.

(2) Decisions respecting the acquisition or conveyance of Association property shall require the approval of sixty-seven percent (67%) of the unit owners.

Section 1.8 - Borrowing Money. The Board of Directors or officers of the Association shall not borrow money on behalf of the Association unless authorized to do so by at least sixty-seven percent (67%) of the unit owners. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

Section 1.9 - Corporate Seal. The Association shall have a corporate seal which shall be kept by the Secretary and affixed to all papers requiring the seal.

ARTICLE 2.
ASSOCIATION MEMBERSHIP

Section 2.1 - Roster of Unit Owners. The Association shall maintain a current roster of the names and addresses of every unit owner to whom notice of meetings of the Association shall be sent.

The roster shall also include the name and address of each mortgagee of a unit and the name and address of each person designated pursuant to Section 2.2 hereof.

Section 2.2 - Representation of Multiple Owners and of Entities. When a unit has multiple owners, or such unit is owned by a partnership, corporation, trust, estate or other entity, then such owner(s) shall have the right to file a written designation with the Secretary specifying the person who shall represent the unit as the voting member in all meetings. Such written designation shall remain in effect and be binding upon such unit owner(s) until a written revocation by the unit owner(s) is filed with the Secretary. If such written designation or a properly signed proxy has not been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the unit owner(s) as the voting member to cast the vote for such unit at such meeting and such designation shall be conclusive for that meeting.

Section 2.3- Certificate of Membership. The Board of Directors may adopt a membership certificate which the Secretary can issue to the person, persons or entity owning any unit, but such certificate shall not be transferable in any manner whatsoever and the existence or production of any such certificate for any unit shall not supersede or affect the validity of the membership roster of the Association.

ARTICLE 3.
ASSOCIATION MEETINGS

Section 3.1 - Initial Meetings.

(1) Prior to the conveyance of twenty-five percent (25%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and unit owners, other than the Declarant, shall elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors.

(2) The calculation of the percentage of common element interest conveyed by the Declarant to purchasers under (1) shall be determined by dividing the total number of units which have been conveyed by the total number of units declared in the Declaration.

(3) Not later than forty-five (45) days after the expiration of the period of Declarant control, the Association shall hold a meeting and the unit owners shall elect all of the Directors of the Association.

Section 3.2 - Annual Meetings. The first annual meeting of the Association shall be held on the third Wednesday of July, 2006, at 7:00 P.M. and each subsequent regular annual meeting shall be held on the same day of the same month of each year thereafter.

Section 3.3 - Special Meetings. Special meetings of the Association may be called at any time by the President or by the Board of Directors, or upon written request of the unit owners who are entitled to vote one-fourth (¼) of all of the votes.

Section 3.4 - Place of Meeting. All meetings shall be held at the condominium or at such other place in Washington County, Wisconsin, as the Board of Directors may designate.

Section 3.5 - Notice of Meetings. No regular or special meeting of the Association may be held except on at least ten (10) days' written notice delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.6 - Quorum. The presence at an Association meeting of owners and proxies entitled to cast a majority of the Association votes shall constitute a quorum for any action except as otherwise provided in the Act, the Declaration, the Articles of Incorporation or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 3.7 - Suspension of Voting Rights. No unit owner may vote at a meeting of the Association until such owner shall furnish the Association with his or her name and current mailing address for the roster of unit owners. Further, a unit owner may not vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3.8 - Proxies. At all Association meetings owners may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit or upon the termination of an owner's interest therein. In any event, a proxy is effective only for a maximum period of 180 days following its issuance unless it is granted to a mortgagee or lessee.

Section 3.9 - Controlling Vote. Unless otherwise provided in the Act, the Declaration, or these By-Laws, decisions of the Association shall be made on a majority of votes of the unit owners present and voting.

ARTICLE 4.
BOARD OF DIRECTORS

Section 4.1 - Number. The affairs of this Association shall be managed by a Board of three (3) or more Directors as determined by the annual meeting of the Association

Section 4.2 - Term of Office.

(1) Prior to the conveyance of twenty-five percent (25%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and unit owners, other than the Declarant, shall elect at least twenty-five percent (25%) of the Directors. Prior to the conveyance of fifty percent (50%) of the common element interest by the Declarant to purchasers, the Association shall hold a meeting and the unit owners, other than the Declarant, shall elect at least thirty-three and one-third percent (33-1/3%) of the Directors.

(2) The calculation of the percentage of common element interest conveyed by the Declarant to purchasers under (I) shall be determined by dividing the total number of units which have been conveyed by the total number of units declared in the Declaration.

(3) Not later than forty-five (45) days after the expiration of any period of Declarant's control, the Association shall hold a meeting and the unit owners shall elect all of the

Directors of the Association. The Directors shall take office upon election and shall serve terms on the following basis: one (l) Director shall serve for a term of one (l) year, one (1) Directors shall serve for a term of two (2) years and one (1) Directors shall serve for a term of three (3) years. Thereafter, Directors shall be elected for three (3) year terms.

Section 4.3 - Removal. Any Director may be removed from the Board with or without cause, by a vote of two-thirds (⅔) of the Directors or by a majority vote at an Association meeting. In the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4.4 - Compensation. No Director shall receive compensation for any service rendered to the Association. Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties.

Section 4.5 - Nomination. Nominations for Directors shall be made by a Nominating Committee of three (3) voting members. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Nominations for Directors may also be made from the floor at the annual meeting.

Section 4.6 - Election. Election to the Board of Directors shall be by secret written ballot. The person(s) receiving the largest number of votes shall be elected.

Section 4.7 - Limitations. Not more than one (l) Director may be a non-unit owner, and to the extent feasible, Directors should be representative of the various building locations.

ARTICLE 5.
MEETINGS OF DIRECTORS

Section 5.1 - Regular Meetings. Regular meetings of the Board of Directors shall be held at least annually without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 5.2 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than three (3) days notice to each Director.

Section 5.3 - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 - Action Taken Without A Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.5 - Waiver of Notice of Meeting. Any Director shall have the right to file a written waiver of notice of the meeting of the Board of Directors and consent to the transaction of any

business that may come before the meeting. Such waiver can be given before or after any meeting and shall be effective when filed with the Secretary with the minutes of the meeting.

ARTICLE 6.
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 - General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the Act, the Declaration and the Articles of Incorporation except where the Act or Declaration specifically require a vote of the Association membership.

Section 6.2 - Specified. The Board of Directors shall have the specific power and duty to:

(1) Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations") governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and to establish penalties for the infraction thereof; provided, however, that any portion of such Rules and Regulations may be amended or rescinded by the unit owners representing sixty-seven percent (67%) of the units at any annual or special meeting if written notice thereof is given to all members at least ten (10) days before the date of such meeting.

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

(3) Cause to be kept, using standard bookkeeping procedures, detailed and accurate records of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and any other expenses incurred, together with a complete record of all proceedings and activities of the Board of Directors and the Association. A summary of such records shall be presented to the Association membership at each annual meeting.

(4) Cause all vouchers authorizing the payment of common expenses, and the books and papers of the Association to be available for examination by the unit owners at convenient times at the principal office of the Association, where copies may be purchased at reasonable cost.

(5) Prepare on or before July 1 of each year an annual budget for consideration and adoption by the annual meeting of the Association which budget shall show the estimated income and receipts of the Association, together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration.

(6) Fix the amount of the regular monthly assessments required to be paid by each unit based on such annual budget and a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies, replacements and improvements.

(7) Furnish to each unit owner at or before the annual meeting each year a summary of the proposed Association budget and a statement of the monthly assessment to be made to each unit during the following year, together with a statement of the rate of

interest which has been fixed by the Board of Directors to be fixed by the Board of Directors to be charged on unpaid assessments.

(8) Sue to recover a money judgment for unpaid assessments and charges or foreclose the lien against any unit for which assessments are not paid, in which event the Board of Directors on behalf of the Association may bid on such unit at foreclosure sale and acquire, hold, lease, mortgage and convey the unit.

(9) Secure and maintain adequate policies of insurance as required by the Declaration.

(10) Cause such officers, directors or employees of the Association having a financial responsibility to be bonded at the expense of the Association as it may deem appropriate.

(11) Contract for or otherwise provide for such services as may be necessary to manage, control and maintain the common elements in good, safe, clean, attractive and sanitary condition, order and repair, and to meet the special social and physical needs of older persons.

(12) Levy special assessments as authorized by the Declaration, provided that:

(a) a written report setting forth the reasons for and the estimated amount of the funds required, the proposed assessment against each unit, and the date or dates of payment is provided to the unit owners with the notice of the special Association meeting at which such special assessment will be considered; and

(b) such special assessment is approved by the affirmative vote of unit owners representing a majority of the votes.

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

(14) Establish procedures for the approval of all disbursements from the Association's funds and for the regular audit of the books and records of the Association.

(15) Prohibit any unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the person's unit and the amount necessary to release the lien has not been paid at the time of the meeting; and/or suspend any other right or privilege of use or enjoyment of the common areas or of Association services for non-payment of assessments or the infraction of rules and regulations.

(16) Establish reasonable fees and procedures for the use of any recreational facilities of the condominium.

ARTICLE 7.
OFFICERS AND THEIR DUTIES

Section 7.1 - Enumeration of Officers. The Officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.2 - Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Association.

Section 7.3 - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve.

Section 7.4 - Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 7.5 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 - Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.7 - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.4 hereof.

Section 7.8 - Duties. The duties of the officers are as follows:

(1) **President.** The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; Shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all checks and promissory notes.

(2) **Vice-President.** The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

(3) **Secretary.** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association; serve notice of meetings of the Board and of the Association; keep the Association roster of unit owners and addresses; sign, verify and file all statements of condominium lien; certify statements of unpaid condominium assessments for delivery to unit grantees; co-sign all leases, mortgages, deeds and other instruments of conveyance; and perform such other duties as required by the Board.

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

ARTICLE 8.
COMMITTEES

Section 8.1 - General Committee. The Board of Directors shall appoint such committees for such purposes and terms as it deems appropriate to discharge the duties and responsibilities of the Association and the Board of Directors and to provide for the proper operation of the Association.

Section 8.2 - Nominating. The Board of Directors shall appoint a Nominating Committee having the number of members and the responsibilities as specified in Section 4.5 of these By-Laws.

ARTICLE 9.
COMMON EXPENSES

Section 9.1 - Illustrative List. The common expenses set forth in Section 9.2 are intended only to guide unit owners, directors and officers in understanding the nature and purpose of common expenses. The common expenses actually incurred by the Association may include items not listed in Section 9.2 or conversely, may not include items which are listed. The Board of Directors shall have full authority to determine and authorize appropriate common expenses.

Section 9.2 - Typical Expenses. Common expenses may include, but are not limited to the cost of:

(1) maintaining the grounds which are part of the common elements, including cutting and fertilizing of lawns and maintenance of shrubs and trees.

(2) snow removal from all of the sidewalks and driveways and parking areas of the condominium.

(3) providing garbage, rubbish and trash collection.

(4) property and liability insurance on the condominium and the cost of such other insurance as the Association may obtain, to the extent that the same is not required to be separately billed to individuals.

(5) the services of the management and maintenance personnel or independent contractors as the Association shall consider necessary for the operation of the condominium.

(6) providing such legal and accounting services as may be considered necessary to the operation of the condominium.

(7) acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common elements and such equipment for the common elements as the Board of Directors shall determine are necessary and proper.

(8) any and all other materials, supplies, labor, services, utilities, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation and use of the common elements.

(9) any amount necessary to discharge any lien or encumbrance levied against the condominium, or any portion thereof, which may, in the opinion of the Board of

Directors, constitute a lien against any of the common elements rather than the interest of the owner of any individual unit.

ARTICLE 10.
AMENDMENTS

Section 10.1 - Presentment. Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted in writing to all unit owners at least ten (10) days prior to the annual or special Association meeting at which they will be considered.

Section 10.2 - Vote Required. These By-Laws may be amended by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes.

MANAGEMENT OR EMPLOYMENT CONTRACTS

The Declarant has not yet entered into any management contract, employment contract or other contract affecting the use, maintenance or access of all or part of the condominium to which it is anticipated the unit owners or the Association will be a party following the initial sale of a unit by the Declarant. It is, however, anticipated that the Declarant will enter into contracts or other arrangements to provide for: lawn care, snow plowing and other services. The cost of such services is included in the projected annual operating budget and will be charged to the unit owners as part of their monthly assessment.

ASSOCIATION
RULES, REGULATIONS, OCCUPANCY RESTRICTIONS, AVAILABLE SERVICES AND FACILITIES

The following rules and regulations govern the use of the condominium and the conduct of its occupants.

1. **APPLIANCE USE:** Dishwashers, garbage disposals, whirlpool tubs, washing machines and dryers shall not be used between 10:00 PM and 7:00AM

2. **LAUNDRY:** No clothing or other items may be hung in any common area unless approved in writing by the Association's Board of Directors.

3. **LAWN AREAS:** Grilling is permitted in common areas. Grills, picnic tables and lawn furniture are permitted in common areas but when not in use shall be stored within the owner's stones or patio. No grilling or use of other flammables is permitted on front or rear covered porches. Any violators will be responsible for damage.

4. **PORCH ENCLOSURES:** Unit owners are permitted to enclose rear and/or side porches with screening and/or glass if written approval is granted by the Association prior to installation and such enclosure conforms to others approved by the Association. All such enclosures must comply with applicable municipal ordinances.

5. **OUTSIDE PARKING:** Street parking is permitted on both sides of public streets, subject to changing restrictions by the City. Parking on a resident's driveway is reserved for that resident or that resident's guests. Short-term parking by guests of other residents may be permitted if agreed to by the residents of both units. No trucks, recreational vehicles, trailers, boats, motorbikes or other commercial or recreational-type vehicle or vehicle bearing any commercial message shall be permitted to park overnight on a driveway or street. Residents are encouraged to park their vehicles in their garage rather than on their driveway and to keep their garage door closed when not driving in or out. No vehicle maintenance of any type other than washing-waxing and emergency service shall be permitted on a driveway or street. Residents herein understand that vehicles parked on a driveway or street during a snow will result in no plowing in those areas. Residents are not permitted to park any vehicles overnight in the parking lot without Board approval.

6. **FLAMMABLES:** Storage of flammables (gas, propane, etc.) in separate containers (other than vehicle gas tanks) is not recommended inside a unit or its garage.

7. **PET REGULATIONS:** The following are rules and regulations relating to pet ownership:

a. Two caged birds and/or common fish tank are permitted per condominium unit. One dog or one cat per condominium unit is permitted. The pet must be housed in the pet owner's unit within a building designated for pets. .

b. Pet must be kept on a leash and attended by an adult at all times when pet is outside of the unit. Any mess by pet anywhere on premises is to be cleaned by pet owner immediately, including deodorization, if needed. Immediate disposal of waste shall be in sealed plastic bags placed in pet owners' garbage. Any smell or odor related to pet is to be corrected by pet owner immediately.

c. Pet owners are to use the yard immediately behind their own condominium unit as the primary walking place so that front yards do not become unsightly and to keep pets out of view most of the time in the interest of the non-pet owners and their guests. It is suggested that pet owners make use of the rear garden area of their units for pets to relieve themselves. This will avoid discoloring and/or destruction of lawn plantings for which unit owners would be responsible for cleanup, repair and or replacement. This will also help to minimize or eliminate pet odors and allow for more pleasant viewing by other unit residents and facilitate lawn cutting.

d. If other condominium residents complain to Association about pet noise, within 10 days of receipt of written notice from Association, the pet owner will purchase and use on pet an electric collar and train pet to be quiet. (This includes a cat, dog and where possible, a bird.) If collar is not used or doesn't work and residents still complain about noise from a pet, Association will give that pet owner written notice to permanently remove the pet from the premises within ten days of receipt of such notice.

e. Pet owners are responsible for any damage or injury caused by their pet. If pet causes any injury on or off the premises the pet owner must permanently remove the pet from the premises.

f. No pet may be kept or bred or maintained for commercial purposes. Any pet owner refusing to comply with these rules and regulations to the satisfaction of the Association will be warned in writing once by the Association and if the same violation occurs again, a second written notice from the Association will require the owner to permanently remove the pet from the premises within ten days of receipt of notice or be found in violation and subject to any and all remedies provided.

8. **SECURITY SYSTEMS:** Unit owners are permitted to install security systems in their condominium units. If the Association has to enter a unit and the system activates, that unit owner shall be responsible for any damage or cost related thereto.

9. **ASSOCIATION FEES:** Association fees are due on the 1st of the month. Association fees received after the 10th day of the month and any. Association fee payment returned by a bank for non-payment shall result in a $25 extra fee plus the Association bank fee charged, payable by that owner to the Association to compensate for the extra administrative costs and that fee shall be considered part of the fee due that month and subject to all provisions of the Declaration. As of January 1, 2021 all new residents will be required to sign up for automatic withdrawal from their checking/savings account for Association fee/dues.

10. **REPAIRS:** Owners and residents are not authorized to order, perform or contract for maintenance (excluding cleaning), repairs or replacement of common or limited common elements unless the owner receives written permission from the Association and agrees in writing with the Association. Otherwise, only Association officers shall order and contract for such work.

11. **PLANTING:** Residents are permitted to plan flowers and vegetables in back and side stone areas of the exterior of their condominium unit .. Any other plantings require written Association approval. The resident is responsible for maintenance of their plantings and for removal of the same at the end of the growing season. Any and all plantings cannot exceed the height of the rain gutter. Outside storage units should be low profile and not to exceed 54" W x 27" D x 24" H and are to be located in the rear on the patio or stones.

12. **WATERING:** Residents are to water their own established lawn and plantings as needed including plantings that the resident's plant. If a resident does not water, and the lawn or plantings are not therefore consistent with adjoining lawns, the Association may water and assess the costs of same to that resident.

13. **FERTILIZING:** Residents are not permitted to fertilize lawns or plantings except for plantings the residents planted. Fertilizing will be done by the Association to keep lawns and plantings consistent with each other.

14. **OCCUPANCY:**

a. This is a senior condominium community designed and intended as housing for persons age 55 years of age and over. Age of residents will be verified by a copy of a driver's license or birth certificate or other appropriate documentation maintained in the Association files.

b. At least 80% of the condominium units will be occupied by at least one person 55 years of age or older and children under the age of 14 are not permitted to reside in a unit unless the adult resident is subject to a hardship condition as defined by §101.221(1m)(km) of the Wisconsin Statutes.

c. At least 30 days prior to any change in residency, the vacating resident and the new resident shall notify the Association in writing and shall indicate the dates of birth of all new residents. In the event that 20% of the units are not occupied by one person age 55 or older, the Association reserves the right to refuse occupancy to an applicant under that age.

15. **APPROVAL OF SALES:** When a unit owner decides to sell or otherwise transfer the unit, the Association must first be consulted to determine the percentage occupied by persons age 55 or over. Any accepted offer to purchase must be contingent upon Association approval as to age.

16. **PEACE AND ORDER:** All unit occupants and their guests shall conduct themselves, particularly when in common areas, in a manner which is respectful of the peaceful and quite enjoyment of the condominium by other occupants. All occupants and their guests shall also comply with all applicable laws and ordinances.

17. **ENFORCEMENT:** When Association has reason to believe there is noncompliance with rules and regulations within a unit, Association is permitted to enter that unit at reasonable hours of day when that unit owner or resident's tenant is present to verify compliance.

18. **EXTERIOR:** Each unit is permitted to have any of the following items listed below to be attached to the exterior of that unit

    a. A wreath/floral arrangement or seasonal decoration. Holiday/seasonal decorations should be removed within 10 days of the end of the holiday/season. Holiday lights and spot lights shall be turned off by 11:00pm.

    b. An American flag on pole, maximum 3' x 5'No commercial emblems or banners are allowed.

    c. A hanging basket.

19. SATELLITE DISH: A satellite dish is permitted if placed on that unit's rear porch, garden area or rear lower roof. Maximum 36" in size, and Association assumes no responsibility for damage.

20. CLUBHOUSE: is provided for use by owner/resident and their invited guests only, not for use by the general public. Rules and regulations will be posted at the clubhouse, including but not limited to: (i) no children permitted unless accompanied at all times by an adult owner/resident of the Condominium Association; (ii) private use of clubhouse requires owner/resident host to be present at all times. Non reserved areas of the clubhouse are open for general use by all owner/residents; (iii) an owner/resident host is responsible for any damage or disturbance caused by guests; (iv) a rental fee may be charged by the Association for private use; (See Clubhouse Reservation Agreement (Doc #HSII-CH01-Latest Date); (v) a refundable deposit for private use will be assessed in accordance with the Clubhouse Reservation Agreement and payable in advance with return of the signed agreement; (vi) no running in facilities; (vii) no noise in facilities that disturbs other users; (viii) barrowing of clubhouse equipment and furnishings outside of the clubhouse is not allowed. All owner/residents using facilities are responsible to enforce these rules and to report to the Association any residents or guests who fail to comply with the rules. Private clubhouse use requires signing the Clubhouse Reservation Agreement referenced above

a. Use By All Residents –. Hours of use are 8:00 AM to 11:00 PM (Cleaning permitted until midnight). No overnight use permitted. Comply with room occupancy limits as posted. Do not give out the door code to anyone and keep all Upper & Lower level doors locked at all times, except during Clubhouse Events. No commercial or business use permitted. No smoking anywhere in Clubhouse. No dogs/cats/other animals permitted in Clubhouse, except service animals. Clubhouse includes all interior and exterior spaces, furniture/fixtures, patios, parking lot and adjoining spaces. Violators are subject to fines, damage costs, and future Clubhouse use restrictions or other actions. When done using gas grills, turn off two gas valves, one on wall outside & one on wall inside, and at each grill. No alcohol, wine, or beer etc to be provided on a pay for basis for Owners/Resident/Guests/Others or served to minors. Users must reset heat/air to posted settings at the thermostats and turn off all the lights when done using facilities and lock all doors upon leaving.

Private Use By Owners –

1. Private User will sign the Clubhouse Reservation Agreement (Doc #HSII-CH01- Latest Date), covering all Clubhouse Rules. Private use restricted to Upper Level or Lower Level Kitchen and Meeting Room areas. Remainder of Clubhouse is open for use by all other Owners. Private use is limited to two (2) days in any seven (7) day period by same User. Do not enter lower level Office, Library, Hobby Room or Utility Room. Do not remove Library tables and chairs from Library. Use of the outdoor fire pit is not allowed.

2. Clubhouse must be left in same condition as before Private Use by 10:00 AM the next day, as determined by Association as final authority. An additional charge may be incurred if same conditions are not met, as determined by final walk though. Private User must reset

heat/air to posted settings at the thermostats, turn off all the lights when done using facilities, and lock all doors upon leaving.

3. Private User is fully liable for any unlawful activity and any injury/death/damage/police/fines/etc on or off site resulting from use of Clubhouse and hereby holds Hartford Square II Condominium Association and all other Owners and their insurance companies completely harmless.

b. **OWNER RECOMMENDED MAINTENANCE** Furnace – Replace filter each month or two year round-easy to do. Be sure hose from furnace goes into floor drain. Hose to floor drain can get plugged. Be sure its draining or replace. Keep temperature at minimum 70 degrees to prevent outside vent freeze up. Keep inside heat vents clear so air blows on window/door glass.

c. Water Heater – Be sure overflow pipe water can get to floor drain. If no basement, pipe from overflow pipe to be connected to floor drain. Do not set water temperature too high that you have to combine cold water.

d. Water Softener – Either you or a salt service add when needed. City water is hard. Well water that can block up pipes if not softened. That is why CDI provided a water softener in each unit.

e. Plumbing – In fall, close interior valve and open exterior hose bib freeze proof valve and then open interior air valve so air forces any water in pipe out to reduce chance of freeze damage.

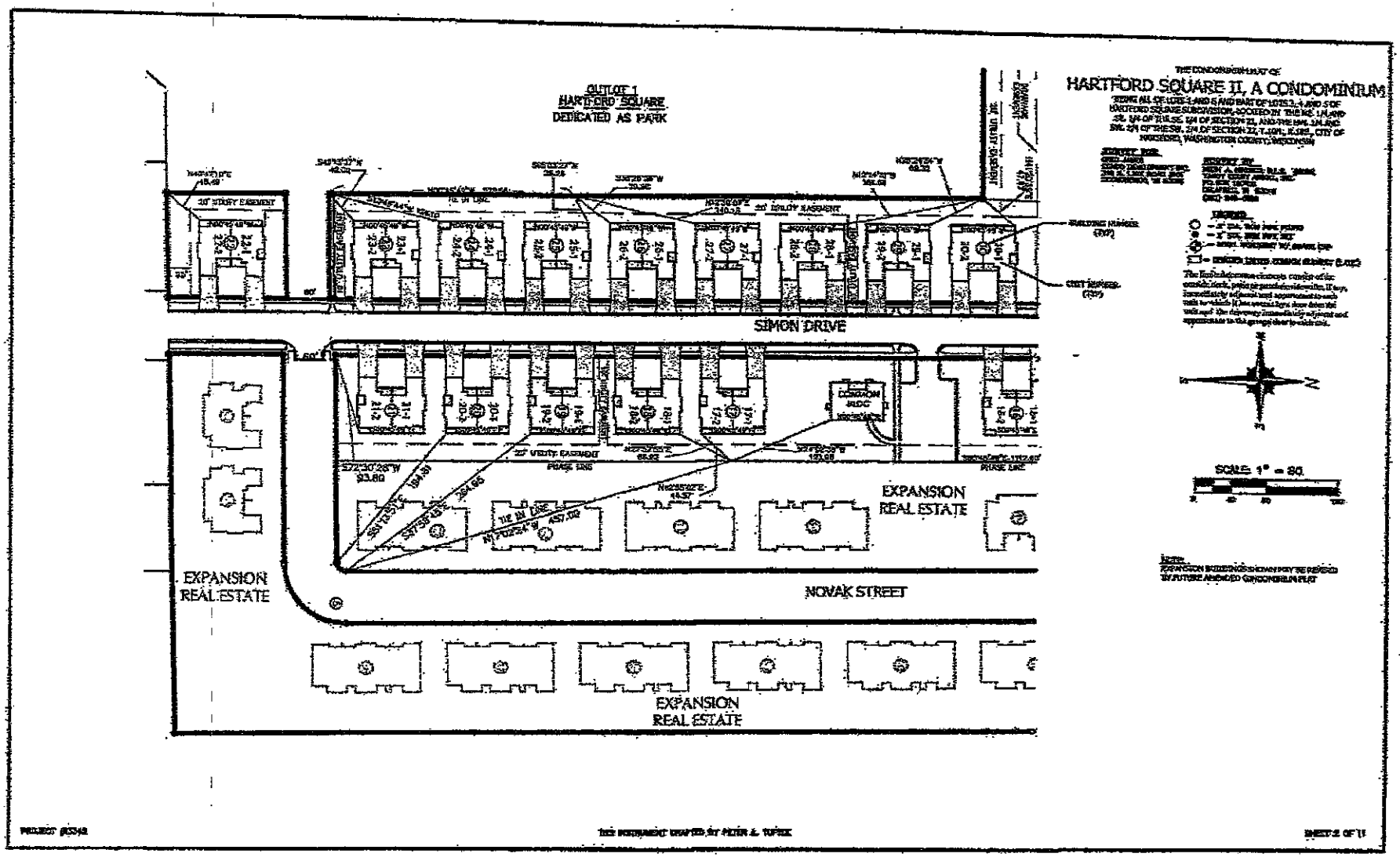
f. Humidity – Control to no more than 30% to prevent moisture and damage. Use a dehumidifier in the basement. Provide a dehumidifier elsewhere in condo if needed. Reduce levels by running bath and kitchen exhaust fans. Keep window/door drapes/blinds pulled up in winter so heat blows on glass.

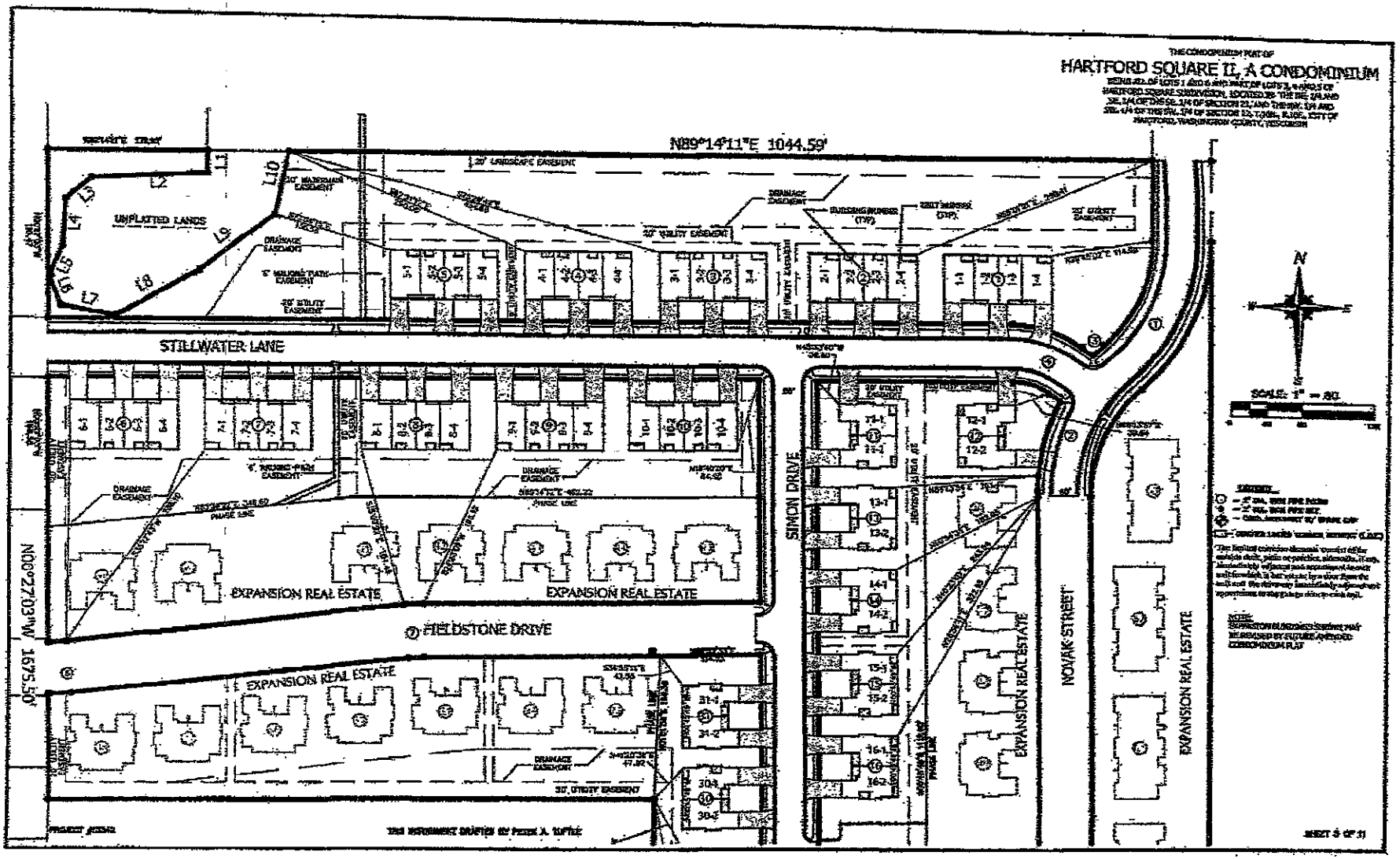
g. Safety – Do not try any electrical, heating, plumbing or other repairs. Do not walk on slippery areas-wait until it's dry/shoveled/sanded. Do not climb ladders to reach high areas, let others do it. Do not go in attic – disturbs insulation and buried vents and could fall through.

h. Vacation – If gone more than two weeks, shut-off water heater, turn off toilet valves, leave your vacation phone number with Association, have your mail/papers stopped or picked-up, have a good time.

i. Insurance – If you make major improvements like a finished basement, etc., it will exceed Association insurance limits, so add coverage to your condo owner's policy.

Negligence by you or guest that causes injury/damage to you/guests and/or other residents/units, should be covered by your condo owner's policy.

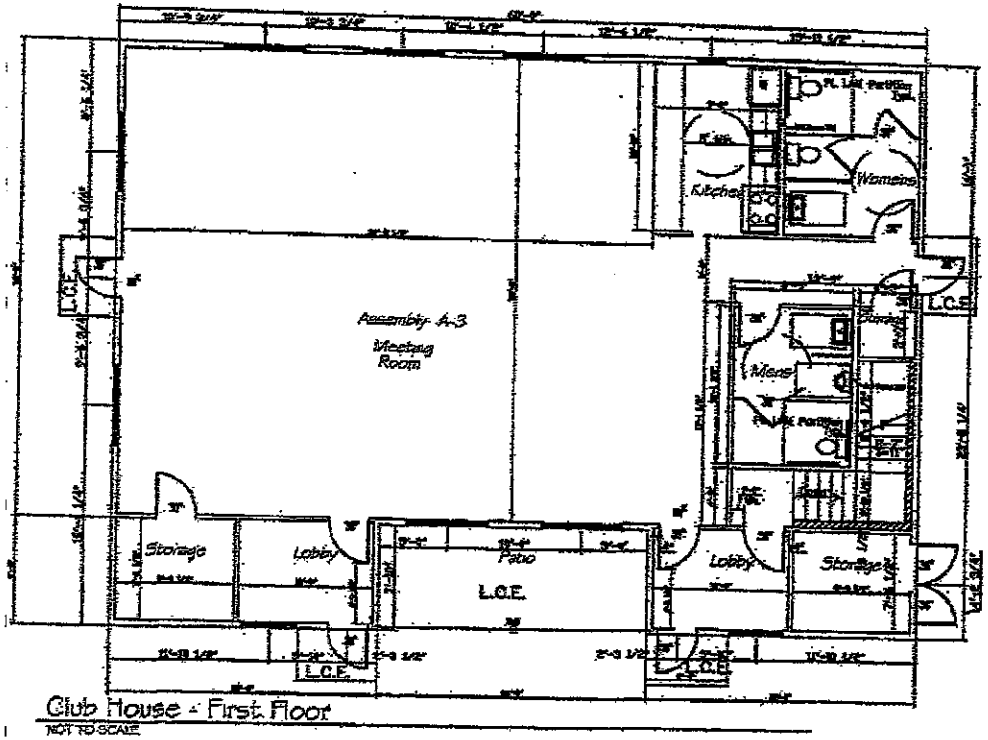

OUTLOT 1
HARTFORD SQUARE
DEDICATED AS PARK
SIMON DRIVE
EXPANSION
REAL ESTATE
NOVAK STREET
EXPANSION
REAL ESTATE
EXPANSION
REAL ESTATE
THE CONDOMINIUM PLAT OF:
HARTFORD SQUARE II, A CONDOMINIUM
SCALE: 1" = 80'


HARTFORD SQUARE II, A CONDOMINIUM
N89°14'11"E 1044.59'
UNPLATTED LANDS
STILLWATER LANE
SIMON DRIVE
NOVAK STREET
FIELDSTONE DRIVE
EXPANSION REAL ESTATE
EXPANSION REAL ESTATE
EXPANSION REAL ESTATE
EXPANSION REAL ESTATE
N00°22'03"W 1675.50'
SCALE: 1" = 80'

THE CONDOMINIUM PLAT OF

HARTFORD SQUARE II, A CONDOMINIUM

BEING ALL OF LOTS 1 AND 6 AND PART OF LOTS 2, 5 AND 9 OF HARTFORD SQUARE SUBDIVISION, LOCATED IN GOVT. LOTS 2 AND 3 OF THE SE. 1/4 OF THE SE. 1/4 OF SECTION 21, AND THE SW. 1/4 AND SW. 1/4 OF THE SW. 1/4 OF SECTION 22, T.10N., R.18E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN



Club House - First Floor

NOT TO SCALE

PROJECT #93340

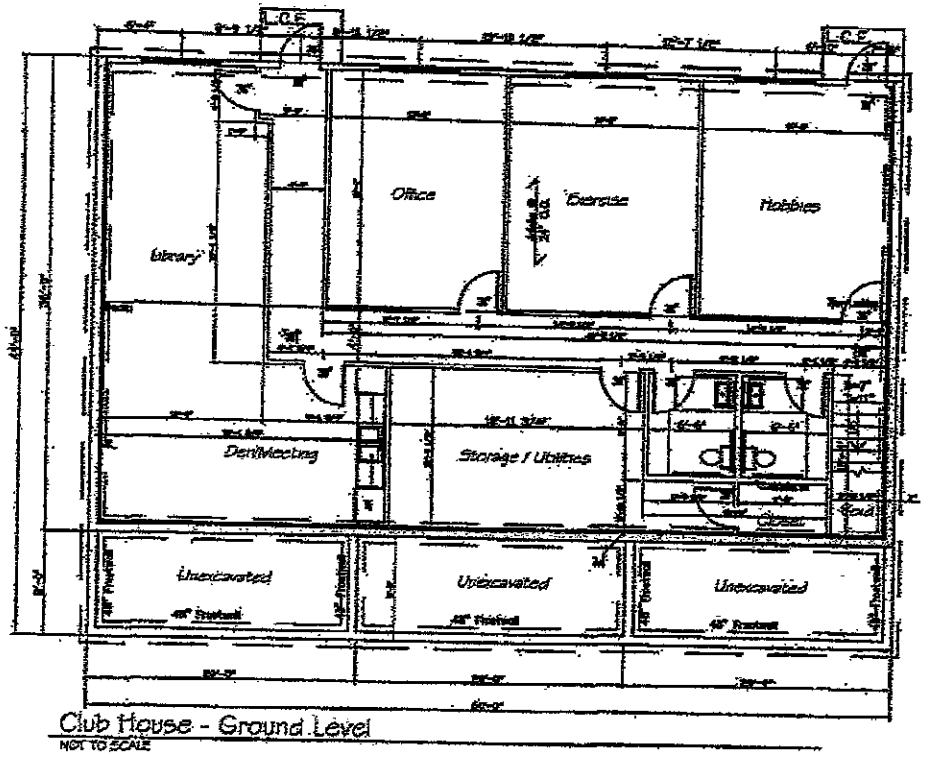
THIS INSTRUMENT DRAFTED BY PETER A. TAYLOR

SHEET 4 OF 11

THE CONDOMINIUM PLAT OF

HARTFORD SQUARE II, A CONDOMINIUM

PERMANENT LOTS 1 AND 2 AND PART OF LOTS 3, 4 AND 5 OF HARDWOOD SQUARE'S SUBDIVISION, LOCATED IN THE NE. 1/4 NE. 1/4 OF WI5 SE. 1/4 OF SECTION 21, AND THE NW. 1/4 NW. 1/4 SW. 1/4 OF THE SW. 1/4 OF SECTION 22, T.10N., R.18E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN



Club House - Ground Level

NOT TO SCALE

PROJECT #3342

THIS INSTRUMENT DRAFTED BY PETER A. TOTH

SHEET 5 OF 11

THE CONDOMINIUM PLAT OF

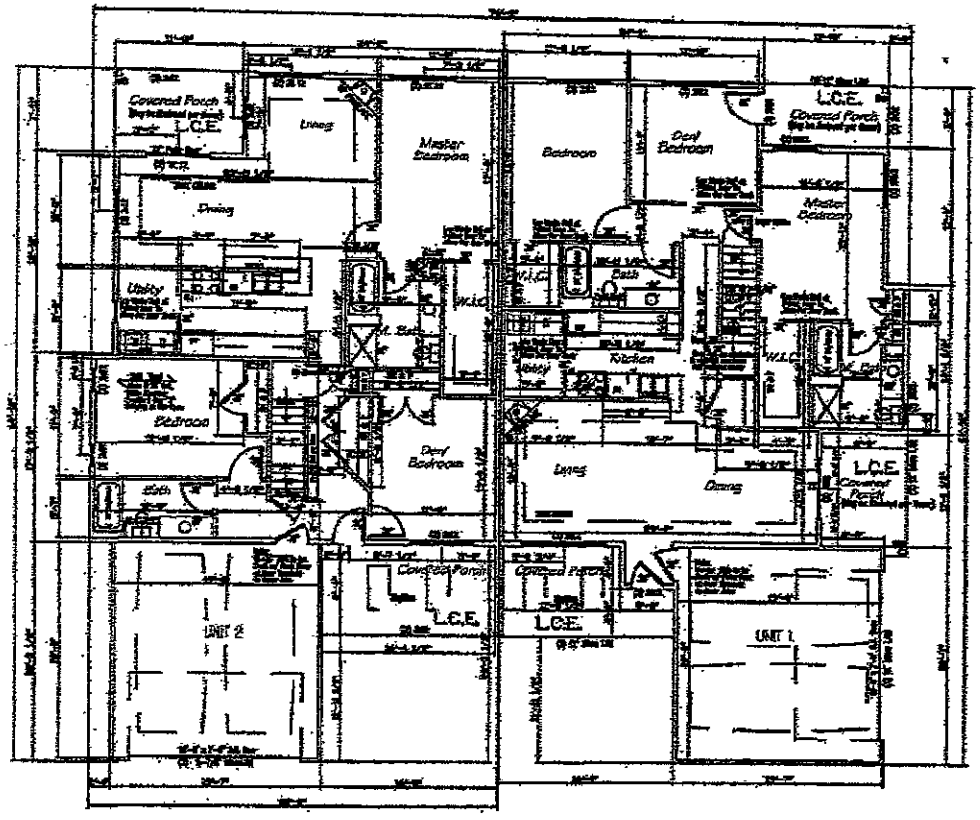
HARTFORD SQUARE II, A CONDOMINIUM

BEING ALL OF LOTS 2 AND 5 AND PART OF LOTS 3, 4 AND 6 OF HARTFORD SQUARE SUBDIVISION, LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 32, AND THE NE 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 33, T.10N., R.18E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

L.C.E. = LIMITED COMMON ELEMENT

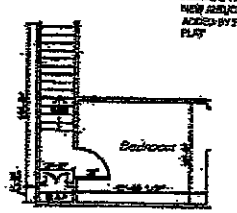
The limited common elements consist of the laundry duct, patio or porches, sidewalks, if any, immediately adjacent and appurtenant to each unit as within it has access by a door from the unit and the following immediately adjacent and appurtenant to the garage door to each unit.

NOTE:
FLOOR PLANS COULD BE RECONFIGURED AND NEW AREAS FOR 2ND FLOOR ELEVATION MAY BE ADDED BY FUTURE AMENDED CONDOMINIUM PLAT

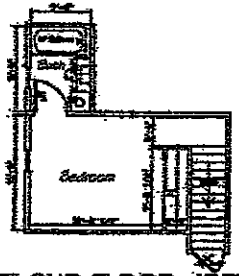


BUILDING #12
NOT TO SCALE

NORTH



"D"-2ND FLOOR - (OPTIONAL)
NOT TO SCALE



"E"-2ND FLOOR (OPTIONAL)
NOT TO SCALE

PROJECT #1352

THIS INSTRUMENT DRAFTED BY PETER A. TAPTICH

SHEET 4 OF 11

THE CONDOMINIUM PLAT OF

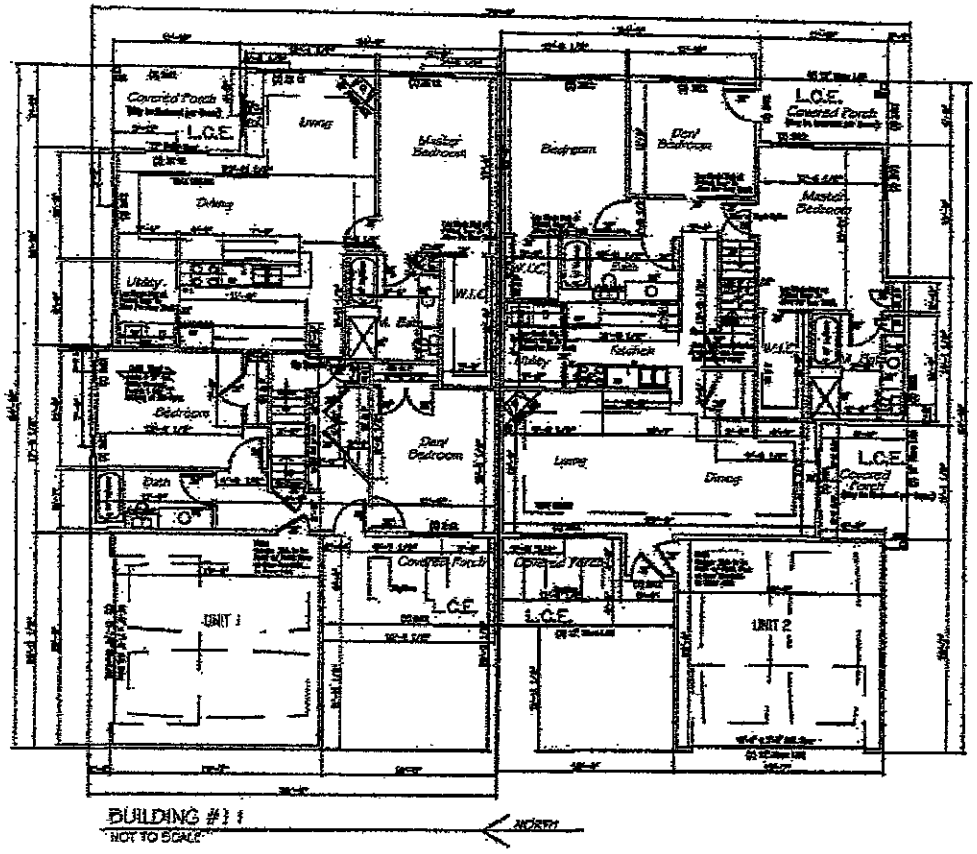
HARTFORD SQUARE II, A CONDOMINIUM

BEING ALL OF LOTS 1 AND 2, AND PART OF LOTS 3, 4 AND 5 OF HARTFORD SQUARE SUBDIVISION, LOCATED IN THE SE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 21, AND THE NE 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 22, T.10N., R.18E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

L.C.E. – LIMITED CENTER COMMON ELEMENT

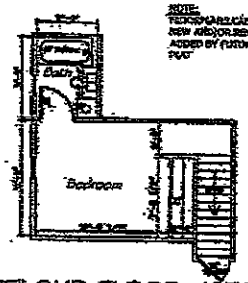
"The limited common elements consist of the outside deck, patio or porches, if any, appurtenant to each unit which is not accessible by a door from within said unit, the driveway immediately adjacent and appurtenant to each unit which is not accessible by a door from within said unit, the driveway immediately adjacent and appurtenant to the garage door in each unit."

NOTE:
TECHNOLOGICAL CHANGES AND/OR REVISED FLOOR PLANS MAY BE ADDED BY FUTURE AMENDED CONDOMINIUM PLAT

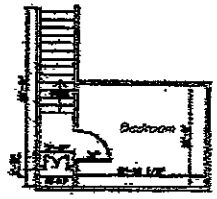


BUILDING #1 & 2
NOT TO SCALE

NORTH



"E"-2ND FLOOR (OPTIONAL)
NOT TO SCALE

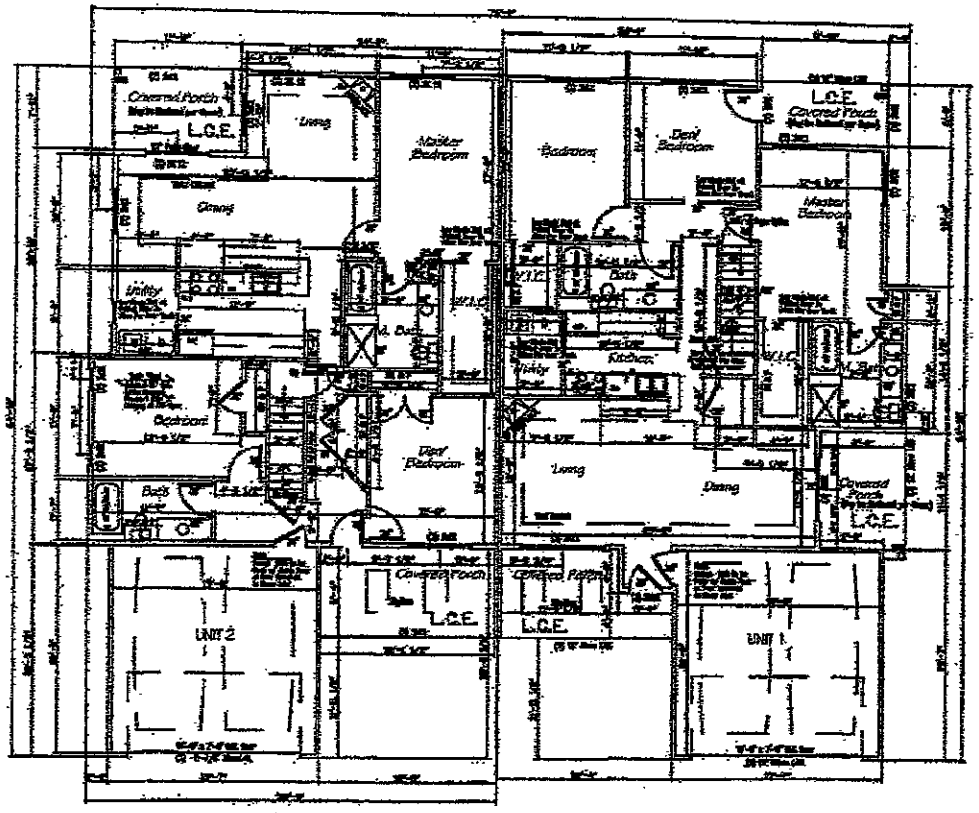


"D"-2ND FLOOR - (OPTIONAL)
NOT TO SCALE

THE CONDOMINIUM PLAT OF

HARTFORD SQUARE II, A CONDOMINIUM

BEING ALL OF LOTS 2 AND 3 AND PART OF LOTS 1, 4 AND 5 OF HARTFORD SQUARE SUBDIVISION, LOCATED IN THE NE 1/4 AND SE 1/4 OF THE SE 1/4 OF SECTION 21, AND THE NW 1/4 AND SW 1/4 OF THE SW 1/4 OF SECTION 22, T.10N., R.18E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN

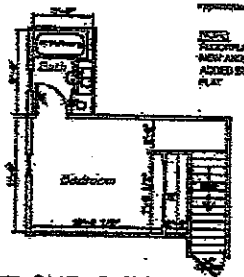


DUPLEX FLOOR PLAN
NOT TO SCALE

L.C.E. = LIMITED COMMON ELEMENT

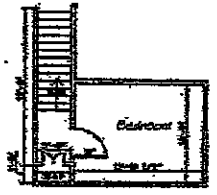
The limited common elements consist of the outdoor deck, patio or porches, if any, immediately adjacent and appurtenant to each unit to which it has access by a door from the unit and the balcony immediately adjacent and appurtenant to the living of each unit.

NOTE:
ACCESSORIES MAY BE RECONFIGURED AND NEW AND REVISED FLOOR PLANS MAY BE ADDED BY FUTURE AMENDED CONDOMINIUM PLAT



"E"-2ND FLOOR (OPTIONAL)
NOT TO SCALE

SURVEYOR:
22, 23, 24, 25, 26, 27, 28, 29, 30, 31



"D"-2ND FLOOR - (OPTIONAL)
NOT TO SCALE

PROJECT #3342

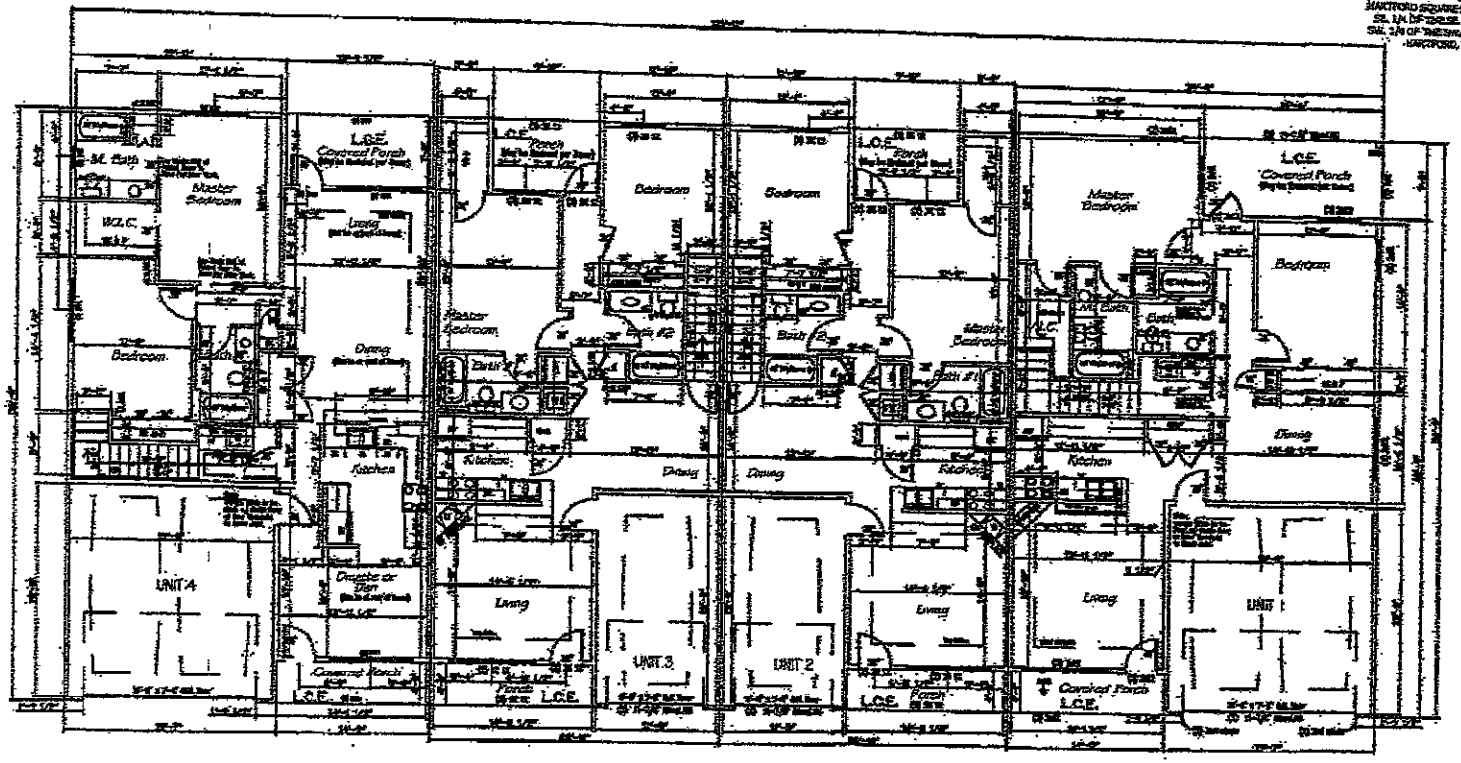
THIS INSTRUMENT DRAFTED BY PETER A. SUTTER

SHEET 6 OF 31

THE CONDOMINIUM PLAT OF

HARTFORD SQUARE II, A CONDOMINIUM

BEING ALL OF LOTS 5 AND 6 AND PART OF LOTS 2, 4 AND 9 OF HARTFORD SQUARE SUBDIVISION, LOCATED IN THE NE. 1/4 AND SE. 1/4 OF THE SE. 1/4 OF SECTION 22, AND THE NW. 1/4 AND SW. 1/4 OF THE NW. 1/4 OF SECTION 23, T.10N., R.19E., CITY OF HARTFORD, WASHINGTON COUNTY, WISCONSIN



4-PLEX FLOOR PLAN

NOT TO SCALE

BUILDINGS
6, 7, 8, 9, 10