MAPLE AVENUE CONDOMINIUMS

DISCLOSURE MATERIALS

DISCLOSURE MATERIALS

DECLARANTS:

JULIAN F. LAUFER of SLINGER, WISCONSIN
and
LOUIS H. NEUVILLE of APPLETON, WISCONSIN

CONDO:

MAPLE AVENUE CONDOMINIUMS
171 and 181 MAPLE AVENUE SOUTH
SLINGER, WISCONSIN 53086

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 BE RELIED UPON AS CORRECT AND BINDING. 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.

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

2. By-Laws. The By-Laws contain rules which govern the condominium unit owners Association, of which each unit owner is a member, and affect the rights and responsibilities of unit owners. The proposed By-Laws begin at page 2-1 of these Disclosure materials.

3. 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 3-1 of these disclosure materials.

4. Projected annual operating budget. The Association incurs expenses for the operation of the condominium which are assessed to the unit owners. The projected operating budget is an estimate of those charges which are in addition to mortgage insurance and utility payments. The budget beings at page 4-1 of these disclosure materials.

5. Floor plan and plat. The Seller has provided a floor plan of the unit being offered for sale and a plat of the condominium which shows the location of the unit you are considering and all facilities and common elements which are part of the condominium. The floor plan and plat are shown beginning at page 5-1 of these disclosure materials.

TABLE OF CONTENTS
DECLARATION

OF

MAPLE AVENUE CONDOMINIUMS
Slinger, Wisconsin

		Page Number
ARTICLE I - GENERAL PROVISIONS		
Section 1.01	- Intent	1-1
Section 1.02	- Name and Address	1-1
Section 1.03	- Description of Land	1-1
Section 1.04	- Condominium Plat	1-1
ARTICLE II - BUILDINGS AND UNITS		
Section 2.01	- Location of Buildings	1-2
Section 2.02	- Description of Dwelling Buildings	1-2
ARTICLE III - CONDOMINIUM UNITS		
Section 3.01	- Description of Units	1-2
Section 3.02	- Unit Identification System	1-2
Section 3.03	- Unit Fixtures	1-2
Section 3.04	- Boundary Wall Easements	1-2
ARTICLE IV - COMMON ELEMENTS AND FEATURES		
Section 4.01	- Description	1-3
Section 4.02	- Percentage Interst	1-3
Section 4.03	- Transfer of Common Elements	1-3
Section 4.04	- Partition of Common Elements	1-3
ARTICLE V - LIMITED COMMON ELEMENTS		
Section 5.01	- Type-I Limited Common Elements	1-4
Section 5.02	- Type-II Limited Common Elements	1-4
Section 5.03	- Transfer of Limited Common Elements	1-5
ARTICLE VI - REPAIRS AND MAINTENANCE		
Section 6.01	- Common Elements	1-5
Section 6.02	- Type-I Limited Common Elements	1-5
Section 6.03	- Type-II Limited Common Elements	1-5
Section 6.04	- Individual Units	1-5
Section 6.05	- Prohibition Against Structural Changes	1-5
Section 6.06	- Entry for Repairs	1-6

ARTICLE VII - ASSESSMENTS FOR COMMON EXPENSES

Section 7.01 - Purpose of Assessments..... 1-6
Section 7.02 - Common Expenses..... 1-6
Section 7.03 - Share of Common Expenses..... 1-6
Section 7.04 - Type-I Limited Common Expenses.. 1-6
Section 7.05 - Share of Type-II Limited Common Expenses..... 1-7
Section 7.06 - Covenant to Pay Assessments..... 1-7
Section 7.07 - Uniform Rate of Assessment..... 1-7
Section 7.08 - Annual Assessment..... 1-7
Section 7.09 - Common Surpluses..... 1-7
Section 7.10 - Special Assessment..... 1-8
Section 7.11 - Liability for Assessments upon Conveyance..... 1-8
Section 7.12 - Lien for Assessments..... 1-8
Section 7.13 - Priority of Lien..... 1-9
Section 7.14 - Enforcement of Lien..... 1-9
Section 7.15 - Additional Remedies..... 1-9
Section 7.16 - Assessments Against Declarant...

ARTICLE VIII - COVENANTS ON USE AND OCCUPANCY

Section 8.01 - Use of Premises..... 1-9
Section 8.02 - Construction Activities..... 1-10
Section 8.03 - Prohibited Activities and Signs. 1-10
Section 8.04 - Use of Common Elements..... 1-10
Section 8.05 - Occupancy Restrictions..... 1-10
Section 8.06 - Pets and Animals..... 1-10
Section 8.07 - Motor Vehicles..... 1-10
Section 8.08 - Recreational Vehicles..... 1-11
Section 8.09 - Nuisances..... 1-11
Section 8.10 - Insurance & Safety Hazards..... 1-11
Section 8.11 - Roof Structures..... 1-11
Section 8.12 - Accessory Structures..... 1-11
Section 8.13 - Leasing of Units..... 1-11
Section 8.14 - Unoccupied Units.....

ARTICLE IX - REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01 - Compliance Required..... 1-11
Section 9.02 - Emergency Entry for Abatement... 1-12
Section 9.03 - Legal Remedies..... 1-12

ARTICLE X - INSURANCE

Section 10.01 - Insurance by Association..... 1-12
Section 10.02 - Assessment of Premiums..... 1-12
Section 10.03 - Coverage..... 1-12
Section 10.04 - Additions, Alterations or Improvements..... 1-13
Section 10.05 - Use of Proceeds..... 1-14
Section 10.06 - Insurance by Unit Owners..... 1-14
Section 10.07 - Limitation on Liability..... 1-14

ARTICLE XI	-	RECONSTRUCTION	
Section 11.01	-	Determination	1-14
Section 11.02	-	Variances	1-14
Section 11.03	-	Financing	1-15
ARTICLE XII	-	ASSOCIATION OF UNIT OWNERS	
Section 12.01	-	Legal Entity	1-15
Section 12.02	-	Membership and Voting Rights	1-15
Section 12.03	-	Action by The Association	1-15
Section 12.04	-	Powers of the Association	1-15
Section 12.05	-	Meetings of the Association	1-16
Section 12.06	-	Declarant Control	1-17
Section 12.07	-	Indemnity of Association	1-17
ARTICLE XIII	-	EASEMENTS AND ENCROACHMENTS	
Section 13.01	-	Utility Repair Easements	1-17
Section 13.02	-	Easements to Run with the Land	1-18
Section 13.03	-	Encroachments	1-18
Section 13.04	-	Vehicular Easements	1-18
ARTICLE XIV	-	MISCELLANEOUS PROVISIONS	
Section 14.01	-	Notice to Mortgage Lendors	1-18
Section 14.02	-	Service of Notices on Devisees and Personal Representatives	1-18
Section 14.03	-	Covenants to Run with Land	1-19
Section 14.04	-	Non-Waiver of Covenants	1-19
Section 14.05	-	Waiver of Damages	1-19
Section 14.06	-	Consent of Unit Owners and Power of Attorney	1-19
Section 14.07	-	Amendment of Declaration	1-20
Section 14.08	-	Gender and Number	1-20
Section 14.09	-	Severability	1-20
Section 14.10	-	Service of Process	1-20
		Consent of Mortgage Holder	1-22
		Amendment	1-23

P. O. Box 178
West Bend, WI 53095

VOL. REC. 986 PAGE 523

528296

DECLARATION

MAPLE AVENUE CONDOMINIUMS
171 & 181 Maple Avenue South
Slinger, Wisconsin 53086

DECLARATION made pursuant to the Condominium Ownership Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, by Julian F. Laufer of Slinger, Wisconsin, and Louis H. Neuville of Appleton, Wisconsin, hereinafter together referred to as "Declarant".

ARTICLE I

GENERAL PROVISIONS

Section 1.01. - 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 and the By-Laws of the Maple Avenue Condominiums Owners' Association (hereinafter the "Association").

Section 1.02. - Name and Address. The name by which this condominium is to be known shall be "Maple Avenue Condominiums" and its street address is 171 & 181 Maple Avenue South, Slinger, Wisconsin.

Section 1.03. - Description of Land. The land which is the subject of this Declaration is described as follows:

All of Lots 8 and 9 in Fairview Terrace, A subdivision of Part of Lots 1 and 2, Block 4, Rosenheimer's Subdivision in the NW1/4 and SW1/4 of the NE1/4 of Section 18, Township 10 North, Range 19 East, Village of Slinger, Washington County, Wisconsin.

Section 1.04. - 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 "Maple Avenue Condominiums" consisting of three (3) sheets, certified on May 20, 1988 by William J. Krueger, R.L.S. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

528296

ARTICLE II

CONDOMINIUM BUILDINGS

Section 2.01. - Location of Buildings. The buildings are or will be located on the premises as depicted on the condominium plat.

Section 2.02. Description of Dwelling Buildings. The condominium consists of four (4) two-story buildings, each containing two units on the first floor and two units on the second floor. Each building includes four attached garages. The buildings, which have no basements, are of wood frame and masonry construction. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant or the Association.

ARTICLE III

CONDOMINIUM UNITS

Section 3.01. - Description of Units. Each unit is comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by and including the interior surface materials (i.e. drywall, panelling, tiling, floor coverings) of the perimeter walls, floors and ceilings, (and in the case of second floor units, the stairwells) and also including entrance doors and all window and door glass of the units located as said boundaries are shown in the condominium plat, together with all fixtures and improvements therein contained. Each unit includes a living room, dining area, kitchen, bathroom, bedroom and den/bedroom. All first floor units have the same square footage and floor plan and all second floor units have the same square footage (which is slightly larger than the first floor units) and the same floor plan.

Section 3.02. - Unit Identification System. Units 1 through 8 have the street address 171 Maple Avenue South and units 9 through 16 have the street address 181 Maple Avenue South. Each unit has a real estate tax key number and a unit identification number which shall be used and shall be legally sufficient for all conveyance purposes.

Section 3.03. - Unit Fixtures. At the time of initial conveyance, each unit includes the following fixtures: electric baseboard heating units and thermostats, electric water heater, lighting fixtures, plumbing fixtures, in-wall sleeve-type air conditioning unit, garbage disposal, stove, refrigerator, range hood, exhaust fans, smoke detectors and cabinetry.

Section 3.04. - Boundary Wall Easements. 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

528296

soundproofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

ARTICLE IV

COMMON ELEMENTS AND FACILITIES

Section 4.01. - Description. The common elements and facilities shall consist of all of the condominium land, improvements and appurtenances, except the individual units as defined hereunder, including without limitation:

(1) The premises described in Section 1.03 of this Declaration together with the structural elements and exteriors of the buildings, some of which may be identified as limited common elements.

(2) The electric, telephone, communication, gas, water, sewer and other utility lines, laterals, conduits or pipes, some of which may be identified as limited common elements.

(3) The driveways, parking areas and sidewalks; and driveway, parking area and sidewalk lighting fixtures; some of which may be identified as limited common elements.

(4) The lawn and landscape areas and improvements, some of which may be identified as limited common elements.

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

Section 4.02. - Percentage Interest. Each unit owner shall have an undivided 1/16 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium.

Section 4.03. - 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 4.04. - 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.

528296

ARTICLE V
LIMITED COMMON ELEMENTS

Section 5.01. - Type-I Limited Common Elements. Certain of the common elements which are contiguous to a unit within a building, or which are reserved for the exclusive use and benefit of the occupants of that unit shall be known as Type-I limited common elements and shall include, without limitation, the following:

(1) The garage which has the identification number corresponding to the unit number and the parking space assigned to that unit by the Association Board of Directors.

(2) The electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the service board or service connection to and within each unit.

(3) The garage doors and automatic garage door openers.

(4) Patios and balconies immediately adjacent to and having access directly from a unit.

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

Section 5.02. - Type-II Limited Common Elements. Certain of the common elements which are contiguous to a building or which are reserved for the exclusive use and benefit of the occupants of that building shall be known as Type-II limited common elements and shall include, without limitation, the following:

(1) Those common elements, if any, identified as Type-II limited common elements on the condominium plat.

(2) The electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the utility or public easement, or from the point of separation to each building (as the case may be), to the service board or service connection in the building.

(3) The building roof, siding and other building components subject to periodic maintenance, repair or replacement.

(4) Sidewalks leading from the building to public ways or condominium common walkways or driveways.

(5) Shrubbery and other landscaping improvements which are adjacent to a building.

(6) Such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a building.

Section 5.03. - Transfer of Limited Common Elements. Limited common elements shall not be separated from the units or buildings 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 VI

REPAIRS AND MAINTENANCE

Section 6.01. - Common Elements. The Association shall be responsible for the management and control of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, order and repair. Further, the responsible unit owner shall repair or replace any portion of the common elements damaged through the fault or negligence of such owner or such owner's family, invitees or any other occupant of that unit.

Section 6.02. - Type-I Limited Common Elements. Each unit owner shall be responsible for keeping the Type-I limited common elements appurtenant to his or her unit in good, safe, clean, attractive and sanitary condition, order and repair satisfactory to the Association. The repair, maintenance, redecoration or replacement of Type-I limited common elements shall be the duty and responsibility of the respective unit owners but shall be subject to the approval of the Association in order to maintain uniformity of materials and appearance.

Section 6.03. - Type-II Limited Common Elements. The Association shall be responsible for the management and control of Type-II limited common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, order and repair. The cost of such maintenance and repair may be chargeable to the unit owners of the respective building as provided by Section 7.05 of this Declaration.

Section 6.04. - 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 or replacement of unit fixtures as identified in Section 3.03 of this Declaration.

Section 6.05. - Prohibition Against Structural Changes. No unit owner shall, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to a unit, or in or to the exterior of the building or any common or limited common elements. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of the building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

Section 6.06. - 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 VII

ASSESSMENTS FOR COMMON EXPENSES

Section 7.01. - 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 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 7.02. - Common Expenses. Common expenses are defined as follows:

(1) All sums lawfully assessed against the unit owners by the Association.

(2) Expenses declared common expenses by the Act, by this Declaration or the By-Laws.

(3) 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.

Section 7.03. - 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 4.02 of this Declaration.

Section 7.04.- Type-I Limited Common Expenses. All expenses incurred by the Association for the repair and maintenance of Type-I limited common elements in accordance with Section 6.02 of this Declaration shall be accounted for separately and shall be charged to the unit owners of the respective buildings.

Section 7.05. - Share of Type-II Limited Common Expenses. In addition to the amounts required by Section 7.03 hereof, each unit owner may, as determined by the Association, be responsible for the payment of that proportionate share of the Type-II limited common expenses for his/her building which is determined by dividing the

total amount of such expense for the building by the total number of units within the building.

Section 7.06.- Covenant to Pay Assessments. 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, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. 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 the assessments are made.

Section 7.07. - 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 4.02 of this Declaration, except that such assessment may vary from unit to unit and building to building as a consequence of the computations made pursuant to Sections 7.04 and 7.05 hereof.

Section 7.08. - Annual Assessment. 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.

Section 7.09. - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus shall be credited to the unit owners' annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.02 of this Declaration.

Section 7.10. - 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. 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 the which the same was levied.

528296

VOL. REC. 986 PAGE 530

Section 7.11. - Liability for Assessments upon Conveyance.

(1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.

(2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.10 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within ten (10) business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.10 hereof prior to the request for the statement.

Section 7.12. - Lien for Assessments. All assessments levied pursuant to this Article, together with interest thereon and actual costs of collection, constitute a lien on such unit and on the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (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 two (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. 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. Such lien shall be superior to all other liens and encumbrances on such unit, except only for:

(1) Liens of general and special taxes.

(2) Liens of a first mortgage recorded prior to the making of the assessment.

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

(4) All sums unpaid on any veteran secondary mortgage loan made under Section 45.80, Stats.

528296 VOL 986 PAGE 531

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 Associa-tion. 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 of $10 per month for each unit 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 VIII

COVENANTS ON USE AND OCCUPANCY

Section 8.01. - Use of Premises. All units in the condominium shall, except as hereafter provided, be used exclusively for single-family residential purposes consistent with the size and facilities of the units. During the period in which initial sales of units by the Declarant are in progress, the Declarant may maintain model units within the condominium and may occupy or grant permission to any per-

528296

son 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 8.02 - 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 the building and all common elements of the condominium as may be required in connection with such construction.

Section 8.03. - 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 sale of unsold units.

Section 8.04. - 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 residental 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 8.05. - Occupancy Restrictions. No unit shall be occupied by more than four (4) persons.

Section 8.06. - Pets and Animals. No pets and 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 accordance with the rules and regulations which may be adopted by the Association regarding the same.

Section 8.07. - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than two (2) motor vehicles (excluding motocycles parked or stored in the unit garage) on the condominium property.

The parking of all other vehicles of any kind on the condominium property is prohibited.

Section 8.08. - Recreational Vehicles. No person shall use any of the common elements of the condominium for the parking, storage or operation of snowmobiles, motorized bikes or other commercial or recreation-type vehicles.

Section 8.09. - 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 & 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 Structures. No owner or occupant shall place upon the roof of the building any antenna, tower, solar collector or other similar device.

Section 8.12. - Accessory Structures. No accessory structure shall be constructed or placed on the condominium property except by action of the Association.

Section 8.13. - 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.

Section 8.14. - 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 therto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

ARTICLE IX

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01. - Compliance Required. Every unit owner 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.

528296

VOL REC 986 PAGE 534

Section 9.02. - 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 building 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 9.03. - 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 X

INSURANCE

Section 10.01. - Insurance by Association. The Association shall obtain and continue in effect policies of insurance providing coverage for the condominium against loss or damage by fire or other hazard and against liability claims. The Associa-tion 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 4.02 of this Declaration. The amount of protection and the types of hazards to be covered shall be reviewed at least annually by the Associa-tion and the amount of coverage may be increased or decreased at any time as deemed appropriate by the Association to conform to the requirements of Section 10.03 hereof. The provisions of this section and any insurance provided pursuant hereto 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 the Association may realize as trustee under any insurance policy provided by reason of this section.

Section 10.02. - 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 4.02 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 7.08 of this Declaration which is payable on a monthly basis.

Section 10.03. - Coverage. The Association shall provide the following types of insurance coverage:

(1) Property Insurance. All buildings and improvements upon the premises shall be insured for not less than full replacement value, excluding foundations and excavation costs, and all personal property included in the common elements shall be

528296 VOL REC 986 PAGE 535

insured for its value all as determined annually by the Board of Directors of the Association. Such insurance shall provide protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall customarily be covered with respect to buildings similar in construction, location and use as the buildings on the premises including, but not limited to, vandalism and malicious mischief. To the extent possible, such insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Associa-tion and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests without thirty (30) days prior written notice to the Association giving it an opportunity to cure the defect within that time.

(2) Liability Insurance. Public liability insurance in such amounts and with such other coverage as shall be determined by the Board of Directors of the Association including, but not limited to hired automobile and non-owned automobile coverage and with cross liability endorsement to cover liability of unit owners as a group to an individual unit owner. Such policy shall insure each unit owner, the Association, its officers, directors, the Declarant, the manager or managing agent of the condominium and their respective employees and agents from liability in connection with the common elements and shall also insure the officers and directors of the Association from liability for good faith action beyond the scope of their respective authorities.

(3) Workers Compensation. Workers compensation insurance shall be provided by the Association to the extent necessary to comply with applicable state law.

(4) Other Insurance. Such other insurance as the Board of Directors of the Association shall from time to time determine to be desirable.

Section 10.04. - Additions, Alterations or Improvements. The Association shall not be responsible for obtaining insurance on any additions, alterations or improvements made by any unit owner to a unit unless and until such unit owner shall request the Association, in writing, to do so. If the unit owner fails to make such request in writing, the Association shall not be obligated to apply any insurance proceeds to restore the affected unit to a condition better than the condition existing prior to the making of such additions, alterations or improvements.

528296

Section 10.05. - 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 mortgagees 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 10.06. - Insurance by Unit Owners. Unit owners shall be responsible to provide policies of insurance covering the following items:

(1) The contents of the owner's unit, the owner's automobile, any additions and improvements to his or her unit, the decorating and furnishings therein and the owner's personal property stored elsewhere within the condominium.

(2) Public liability coverage to the extent not insured by the liability insurance carried by the Association for all of the unit owners pursuant to Section 10.03 hereof.

Section 10.07. - 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 XI

RECONSTRUCTION

Section 11.01. - Determination. In the event of partial damage or total destruction of a building or buildings or any other part of the common elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium, unless in the case of damage or destruction, the repair or reconstruction of which would exceed the amount of available insurance proceeds, by affirmative vote and written consent of at least seventy-five percent (75%) of the votes in the Association within nintey (90) days of the date of the damage or destruction, it is determined not to rebuild or repair. In such event, the property shall be subject to an action for partition and shall be partitioned pursuant to §703.18 of the Wisconsin Statutes.

Section 11.02. - 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

528296

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 11.03. - 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 insuffi-cient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE XII

ASSOCIATION OF UNIT OWNERS

Section 12.01. - Legal Entity. The affairs of this condominium shall be governed by an unincorporated association of unit owners which is a legal entity for all purposes. The Association shall be known as the "Maple Avenue Condominiums Owners' Association" (herein the "Association").

Section 12.02. - 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 shall be appurtenant to and not be separated from ownership of the condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. 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 mortagee or lessee.

Section 12.03. Action by 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. In the event the Association members are unable to reach an agreement with regard to any Association action, the same shall be settled by an arbitrator who, upon application by the Association, shall be appointed by the Washington County Register of Deeds. The fees and expenses of such arbitrator shall be paid by the Association.

Section 12.04. - Powers of the Association. The Association shall have the authority and power to:

(1) Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from the unit owners.

528296

(2) Employ and dismiss employees and agents.

(3) Sue on behalf of the unit owners.

(4) Make contracts and incur liabilities.

(5) Cause additional improvements to be made as a part of the common elements.

(6) Grant easements through or over the common elements.

(7) Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building.

(8) Enforce the obligation of unit owners to maintain and repair limited common elements.

(9) 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.

(10) 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.

(11) 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.

(12) 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.

(13) Contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services.

(14) Exercise any other power granted to the Association by the Act, this Declaration or the By-Laws.

Section 12.05. - 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:

528296 VOL. REC'D 986 PAGE 539

(1) 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.

(2) 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.

(3) 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, unless waivers are duly executed by all unit owners.

Section 12.06. - Declarant Control. The Declarant, or persons designated by the Declarant, may appoint and remove the officers of the Association and to exercise the powers and responsibili-ties otherwise assigned by the Act, this Declaration or the By-Laws to the Association or to its officers, for a period ending three (3) 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 seventy-five percent (75%) of the common element interests to purchasers, whichever shall first occur.

Section 12.07. - 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 of officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.02 of this Declaration. 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 XIII

EASEMENTS AND ENCROACHMENTS

Section 13.01. - 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 and pipes,

528296

sanitary sewer mains, 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 except by and with the consent of the Association.

Section 13.02. - Easements to Run with the Land. All easements and rights described and set forth herein are easements and rights appurtenant to, and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon the Declarant, his successor 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 13.03. - 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.

Section 13.04. - Vehicular Easements. The condominium property is subject to an ingress and egress easement for the benefit of Lot 10 of Fairview Terrace Subdivision over the north 122.19 feet of the west 10 feet of the condominium property. In addition, an ingress and egress easement exists over the west 10 feet of Lot 7 of Fairview Terrace Subdivision for the benefit of the condominium.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

Section 14.01. - 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 14.02. - Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any

528296

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 14.03. - 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 having at any time any interest or estate in said land or any unit thereon, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 14.04. - Non-Waiver of Covenants. 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 14.05. - 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 or not 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 14.06. - Consent of Unit Owners and Power of Attorney. Each owner of a condominium unit and each assignee or successor with respect to such unit shall be deemed by acceptance of a deed to any unit to agree, approve and consent to any such annexation, or series of annexations, or to any part thereof, and to such adjustment in and to the percentages of the undivided interest in the common and limited common elements and facilities, the liabilities for common expenses and rights to common surplus, which appertain to each unit and its owner and shall be deemed to grant to Declarant, its successors and assigns, an irrevocable power of attorney, coupled with an interest, to act for and in the stead of such unit owner with respect to such annexation(s) and the filing and recording of amendments to this Declaration with respect thereto in conformance with this Article.

528296 VOL. REC. 986 PAGE 542

Section 14.07. - Amendment of Declaration.

(1) This Declaration may be amended with the written consent of at least two-thirds (2/3) of the unit owners. Unit owners' written consent is not effective unless it is approved by the mortgagee of the unit, if any.

(2) All such amendments shall be effective upon recording the same in the office of the Register of Deeds of Washington County, Wisconsin; provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Section 14.08. - 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 14.09. - 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 14.10. - Service of Process. At the time of the adoption of this Declaration, the registered agent for service of process shall be Julian F. Laufer, 171 Maple Avenue South, Slinger, Wisconsin, 53086. Change of agent for service of process may be accomplished by resolution of the Board of Directors of the Association which change of registered agent shall be filed with the Secretary of State and the Register of Deeds of Washington County.

IN WITNESS WHEREOF, the said Declarant, has executed this Declaration on the 26 day of May, 1988.

Julian F. Laufer

Louis H. Neuville

STATE OF WISCONSIN)
: SS.
COUNTY OF WASHINGTON)

Personally came before me this 26 day of May, 1988,

528296 VOL 986 PAGE 543

the above named Julian F. Laufer and Louis H. Neuville, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public, Cty., WI
My Commission 3/19/89

This instrument was drafted by
Atty. Aldwin H. Seefeldt
of
SCHLOEMER, SCHLAEFER, ALDERSON,
SEEFELDT & SPELLA, S.C.
Corner of Sixth & Hickory
West Bend, WI 53095

528296

VOL. REC. 986 PAGE 544

CONSENT OF MORTGAGE HOLDER

F & M Bank of Slinger, 300 E. Washington, Slinger, Wisconsin, the holder of a mortgage from Julian Laufer and Louis H. Neuville dated January 25, 1988, and recorded in the office of the Register of Deeds of Washington County, Wisconsin, on January 29, 1988, in Volume 973 of Records at page 195 as Document No. 523238, hereby consents to the execution and recording of the Declaration dated May 26, 1988, creating the Maple Avenue Condominiums and hereby submits its mortgage described above to the foregoing Declaration.

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

Dated and executed at Slinger, Wisconsin, this 27th day of May, 1988.

F & M BANK OF SLINGER

By: Dale H Buettner
Dale H. Buettner, Vice President

Dianne J. Retzlaff
Dianne J. Retzlaff, Loan Operations Officer

STATE OF WISCONSIN)
:SS.
WASHINGTON COUNTY)

I, a Notary Public in and for said County and State, do hereby certify that Dale H. Buettner and Dianne J. Retzlaff, respectively of F & M Bank of Slinger, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Loan Operations Officer appeared before me this day and personally acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 27th day of May, 1988

Kathleen A. Gessner
Notary Public, Washington County, Wis.
My Commission 3/15/92

P. O. BOX 176
West Bend, WI 53095

528634

VOL 987 PAGE 459

AMENDMENT

DECLARATION

MAPLE AVENUE CONDOMINIUMS
171 & 181 Maple Avenue South
Slinger, Wisconsin 53086

WHEREAS, Julian F. Laufer and Louis H. Neuville (the "Declarant"), did, on May 26, 1988, execute a Declaration for Maple Avenue Condominiums (the "Declaration") pursuant to the Condominium Act of the State of Wisconsin, being Chapter 703 of the Wisconsin Statutes, which Declaration was recorded on May 27, 1988 in Volume 986 of Records in the Washington County Registry beginning at Page 523 as Document No. 528296; and

WHEREAS, the Declarant desires to amend the Declaration in accordance with Section 14.07 thereof to delete Section 14.06 of the Declaration; and

WHEREAS, on the date hereof the Declarant is the owner of all of the units of the condominium;

NOW, THEREFORE, the undersigned Declarant does hereby amend said Declaration by deleting Section 14.06 thereof in its entirety.

IN WITNESS WHEREOF, the said Declarant has executed this Amendment on the 3 day of June, 1988.

MAPLE AVENUE CONDOMINIUMS

Julian F. Laufer

Louis H. Neuville

RECORDED
JUN 3 | 05 PM '88

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

Personally came before me this 3 day of June, 1988, the above named Julian F. Laufer and Louis H. Neuville, to me known to be the persons who executed the foregoing instruemtn and acknowledged the same.

/s/ Joe Zwick

Notary Public, Washington Co., Wis.
My Commission 3/19/89

This instrument drafted by:
Atty. Aldwin H. Seefeldt
West Bend, WI

VOL 987 PAGE 456

528634

CONSENT OF MORTGAGE HOLDER

F & M Bank of Slinger, 300 E. Washington, Slinger, Wisconsin, the holder of a mortgage from Julian Laufer and Louis H. Neuville dated January 25, 1988, and recorded in the office of the Register of Deeds of Washington County, Wisconsin, on January 29, 1988, in Volume 973 of Records at Page 195 as Document No. 523238, hereby consents to the execution and recording of the Amendment to the Declaration of Maple Avenue Condominiums dated June _____, 1988, and hereby submits its mortgage described above to the provisions of said Amendment.

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

Dated and executed this 3rd day of June, 1988.

F & M BANK OF SLINGER

BY: Dale H Buettner
Dale H. Buettner, Vice President

BY: Dianne J Retzlaff
Dianne J. Retzlaff, Loan Operations Officer

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

I, a Notary Public in and for said County and State, do hereby certify that Dale H. Buettner and Dianne J. Retzlaff, respectively of F & M Bank of Slinger, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as Vice President and Loan Operations Officer appeared before me this day and personally acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 3rd day of June, 1988.

Kathleen A. Gessner
Notary Public, Washington Co., WI
My Commission 3/15/92

TABLE OF CONTENTS
BY-LAWS
MAPLE AVENUE CONDOMINIUMS OWNERS' ASSOCIATION
Slinger, Wisconsin

		Page Number
ARTICLE I - GENERAL PROVISIONS		
Section 1.01	- Unincorporated Association.....	2-1
Section 1.02	- Mailing Address.....	2-1
Section 1.03	- Declarant Control.....	2-1
Section 1.04	- Fiscal Year.....	2-1
Section 1.05	- Conflicts.....	2-1
Section 1.06	- General Corporate Law.....	2-1
Section 1.07	- Acquiring and Conveying Property..	2-1
Section 1.08	- Borrowing Money.....	2-1
ARTICLE II - ASSOCIATION MEMBERSHIP		
Section 2.01	- Roster of Unit Owners.....	2-2
Section 2.02	- Representation of Multiple Owners and Entities.....	2-2
Section 2.03	- Certificate of Membership.....	2-2
ARTICLE III - ASSOCIATION MEETINGS		
Section 3.01	- Annual Meetings.....	2-2
Section 3.02	- Special Meetings.....	2-2
Section 3.03	- Place of Meetings.....	2-3
Section 3.04	- Notice of Meetings.....	2-3
Section 3.05	- Quorum.....	2-3
Section 3.06	- Suspension of Voting Rights.....	2-3
Section 3.07	- Proxies.....	2-3
Section 3.08	- Controlling Vote.....	2-3
ARTICLE IV - BOARD OF DIRECTORS		
Section 4.01	- Number.....	2-3
Section 4.02	- Term of Office.....	2-4
Section 4.03	- Removal.....	2-4
Section 4.04	- Compensation.....	2-4
Section 4.05	- Nomination.....	2-4
Section 4.06	- Election.....	2-5
Section 4.07	- Limitations.....	2-5

ARTICLE V - MEETINGS OF DIRECTORS

Section 5.01 - Regular Meetings..... 2-5
Section 5.02 - Special Meetings..... 2-5
Section 5.03 - Quorum..... 2-5
Section 5.04 - Action Taken Without a Meeting.... 2-5
Section 5.05 - Waiver of Notice of Meeting..... 2-5

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01 - General..... 2-5
Section 6.02 - Specified..... 2-6

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 7.01 - Enumeration of Officers..... 2-8
Section 7.02 - Election of Officers..... 2-8
Section 7.03 - Term..... 2-8
Section 7.04 - Special Appointments..... 2-8
Section 7.05 - Resignation and Removal..... 2-8
Section 7.06 - Vacancies..... 2-8
Section 7.07 - Multiple Offices..... 2-8
Section 7.08 - Duties..... 2-8

ARTICLE VIII - COMMITTEES

Section 8.01 - General Committees..... 2-9
Section 8.02 - Nominating..... 2-9
Section 8.03 - Architectural and Landscape Control..... 2-9

ARTICLE IX - COMMON EXPENSES

Section 9.01 - Illustrative List..... 2-10
Section 9.02 - Typical Expenses..... 2-10

ARTICLE X - AMENDMENTS

Section 10.01 - Presentment..... 2-11
Section 10.02 - Vote Required..... 2-11

BY-LAWS

MAPLE AVENUE CONDOMINIUMS OWNERS' ASSOCIATION

ARTICLE I

GENERAL PROVISIONS

Section 1.01. - Unincorporated Association. The affairs of this condominium shall be governed by an unincorporated association of its units owners known as Maple Avenue Condominiums Owners' Association.

Section 1.02. - Mailing Address. The Association's mailing address shall be 171 Maple Avenue South, Slinger, Wisconsin 53086.

Section 1.03. - Declarant Control. The affairs of the condominium and the Association shall be subject to control by the Declarant as set forth in Section 12.06 of the Declaration.

Section 1.04. - Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of recording of the Declaration.

Section 1.05. - Conflicts. In case of any conflict between the Condominium Ownership Act (the Act) or the Declaration and these By-Laws, the Act or the Delcaration, as the case may be, shall control.

Section 1.06. - 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 1.07. - 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 seventy-five percent (75%) of the unit owners.

Section 1.08. - 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 seventy-five percent (75%) of the unit owners. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

ARTICLE II

ASSOCIATION MEMBERSHIP

Section 2.01. - Roster of Unit Owners. The Association shall maintain a current roster of the names and addresses of every unit owner to which 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 2.02 hereof.

Section 2.02. - Rerpesentation 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 2.03. - 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 III

ASSOCIATION MEETINGS

Section 3.01. - Annual Meetings. The first annual meeting of the Association shall be held on the first Monday of December, 1988, at 7:30 P.M. and each subsequent regular annual meeting shall be held on the same day of the same month of each year thereafter.

Section 3.02. - 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-half (1/2) of all of the votes.

Section 3.03. - 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 3.04. - 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 3.05. - Quorum. The presence at an Association meeting of owners entitled to cast, or of 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 3.06. - 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 3.07. - 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 3.08. - 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 IV

BOARD OF DIRECTORS

Section 4.01. - Number. The affairs of this Association shall be managed by a Board of three (3) Directors.

Section 4.02. - Term of Office. (1) Prior to the convenyance 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 (1) Director shall serve for a term of one (1) year, one (1) Director shall serve for a term of two (2) years and one (1) Director shall serve for a term of three (3) years. Thereafter, Directors shall be elected for three (3) year terms.

Section 4.03. - Removal. Any Director may be removed from the Board with or without cause, by a vote of two-thirds (2/3) of the Directors or by a majority vote of the members of the Association. 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 4.04. - 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 4.05. - 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 4.06. - 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 4.07. - Limitations. Not more than one (1) Director may be a non-unit owner.

ARTICLE V

MEETINGS OF DIRECTORS

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

Section 5.02. - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than ten (10) days notice to each Director.

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

Section 5.04. - 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 5.05. - 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 VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01. - 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, except where the Act or Declaration specifically require a vote of the Association membership.

Section 6.02. - 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 seventy-five percent (75%) 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 November 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 regualr 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 charged on unpaid assessments.

(8) Sue to recover a money judgment for unpaid common expenses 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.

(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) Suspend for not more than 60 days, after notice and hearing before the Board, the voting rights of any unit owner and/or the recreational facility use rights of any unit owner, tenant or occupant who is in default in the payment of any assessment levied by the Association or who is charged with a substantial infraction of the Rules and Regulations.

ARTICLE VII

OFFICERS AND THEIR DUTIES

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

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

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

Section 7.04. - 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 7.05. - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06. - Vacancies. A vacancy in any office 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 7.07. - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.04 hereof.

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

(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 VIII

COMMITTEES

Section 8.01. - General Committees. 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 8.02. - Nominating. The Board of Directors shall appoint a Nominating Committee having the number of members and the responsibilities as specified in Section 4.05 of these By-Laws.

ARTICLE IX

COMMON EXPENSES

Section 9.01. - Illustrative List. The common expenses set forth in Section 9.02 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 9.02 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 9.02. - 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 of grass, care of shrubs and trees.

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

(3) providing garbage, rubbish and trash collection.

(4) providing water, sewer, electrical, gas and other utility services for the project, except to the extent that any part of the same are separately metered or billed to individuals.

(5) property and liablity 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.

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

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

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

(9) any and all other materials, supplies, labor, services, 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.

(10) 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 X

AMENDMENTS

Section 10.01. - Presentment. Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted in writing to all unit owners at least ten (10) days prior to the annual or special Association meeting at which they will be considered.

Section 10.02. - 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.

The foregoing By-Laws were duly adopted by a meeting of the Association held on _____, 19__.

_____
Secretary

MANAGEMENT OR EMPLOYMENT CONTRACTS

The Board of Directors of the Home Owners Association has not entered into any major contracts for maintenance.

ANNUAL OPERATING BUDGET

MAPLE AVENUE CONDOMIIUMS
Slinger, Wisconsin

Monthly Assessment - $ 40.00 x 16 units:		
640.00 per month x 12 months:		$7,680.00
EXPENSES:		
Insurance	$2,000.00	
Lawn Care	1,600.00	
Snow & Ice Removal	2,000.00	
Reserve for Capital Improvements	2,080.00	$7,680.00

T-492 P.047/051 F-012
JAN-14-2008 16:20 FROM-

Condo Plat # 75

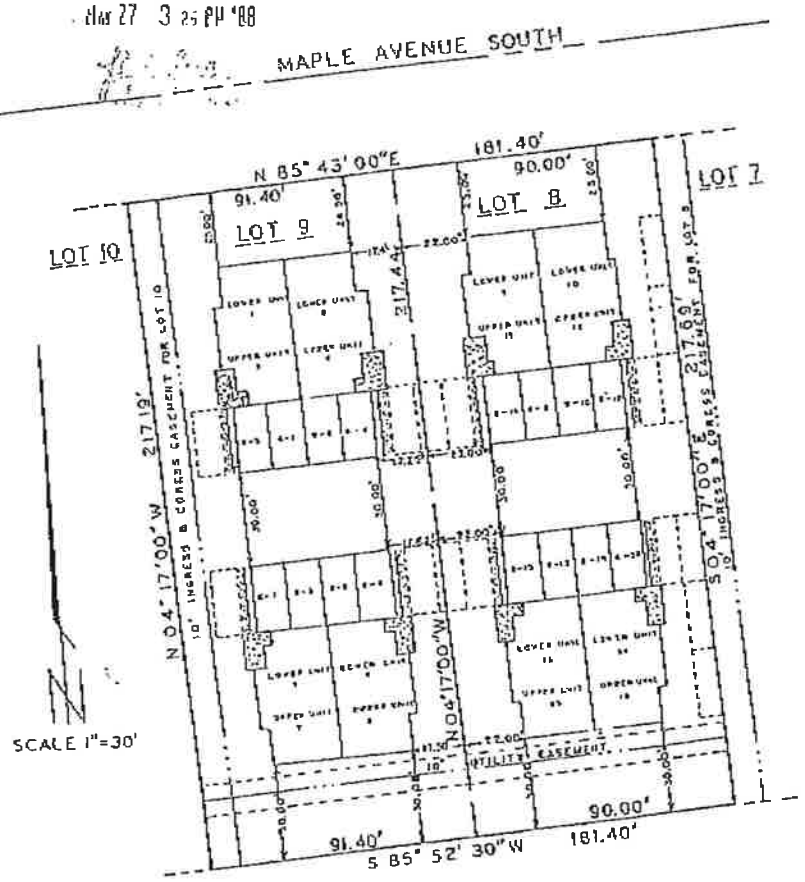
SHEET 1 OF 3

#528245

dlw 27 3 25 PM '88

MAPLE AVENUE CONDOMINIUMS

ALL OF LOT'S 8 AND 9 IN FAIRVIEW TERRACE, A SUBDIVISION OF PART OF LOTS 1 AND 2, BLOCK 4, ROSENHEIMER'S SUBDIVISION NW 1/4 AND SW 1/4 OF NE 1/4 OF SECTION 18, T10N-R19E; VILLAGE OF SLINGER, WASHINGTON COUNTY, WISCONSIN.



SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT BY THE DIRECTION OF JULIAN F. LAUFER AND LOUIS H. NEUVILLE, I HAVE SURVEYED AND MAPPED THE LAND SHOWN HEREON AND THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF MAPLE AVENUE CONDOMINIUMS.

DATED THIS 20 DAY OF Nov, 1988.

William J. Krueger

WILLIAM J. KRUEGER R.L.S. 1229

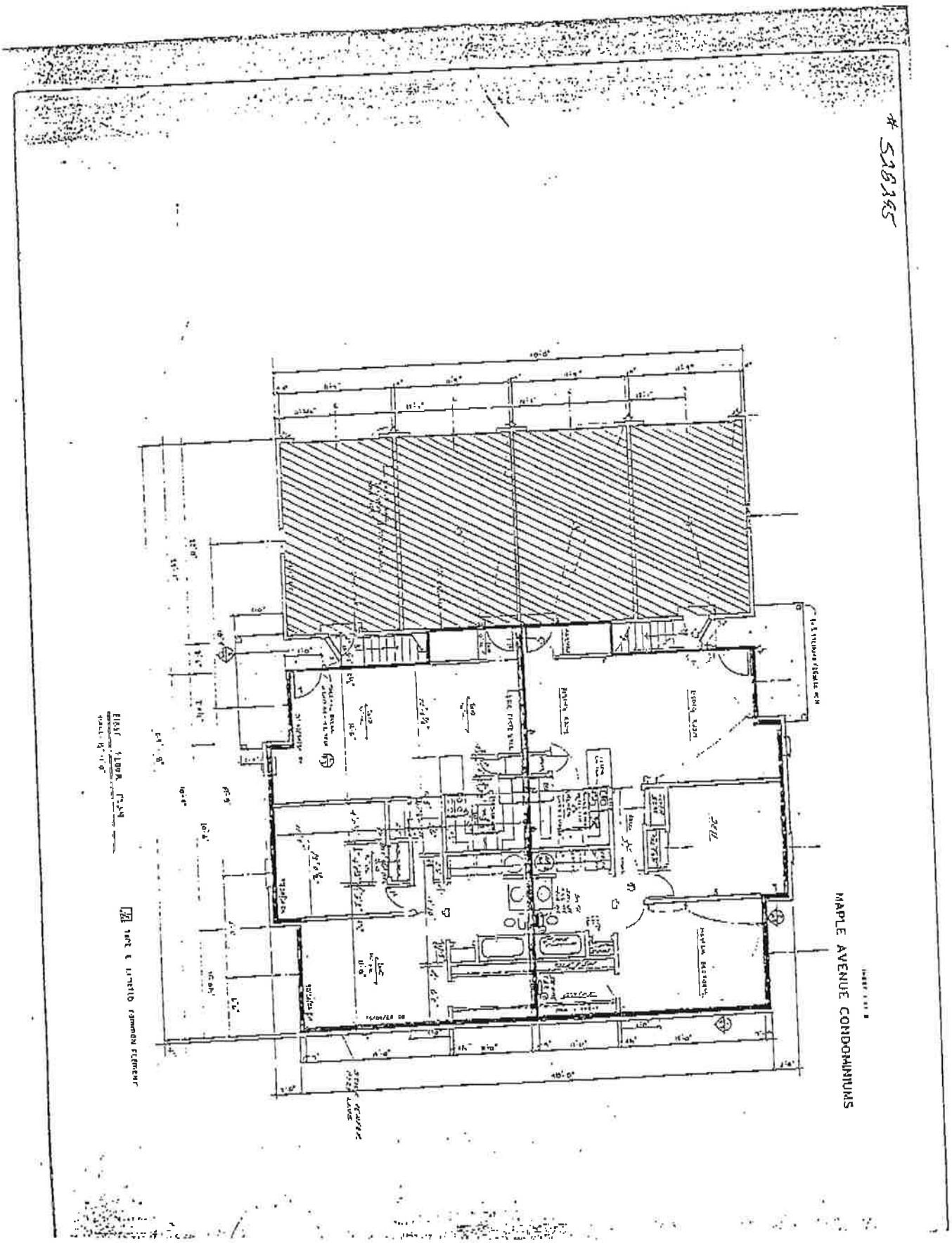
WISCONSIN
WILLIAM J. KRUEGER S-1229 HARTFORD WIS.
LAND SURVEYOR

SURVEYOR
KRUEGER SURVEYING
754 WHEELOCK AVENUE
HARTFORD, WI 53027

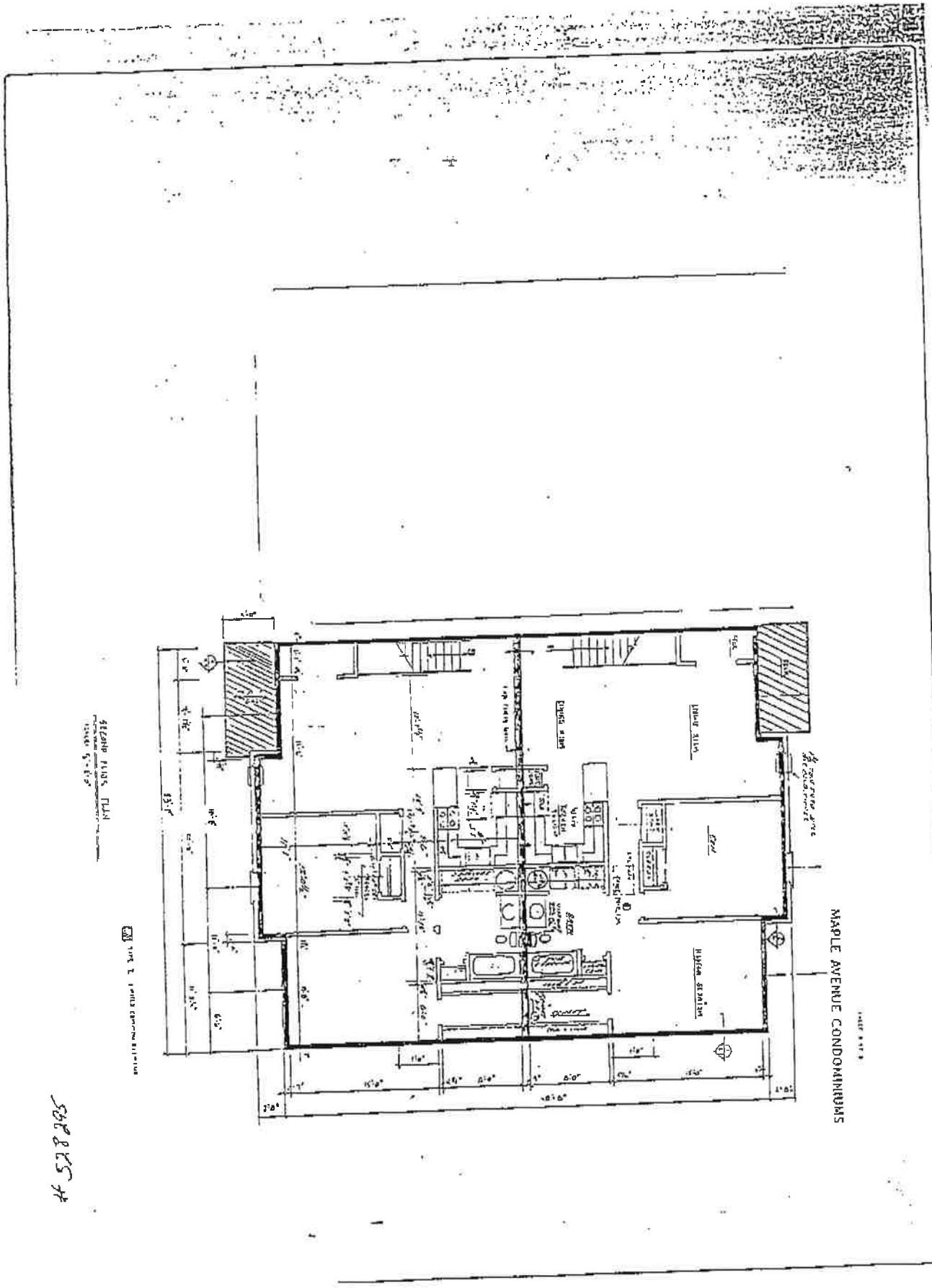
DECLARANTS
JULIAN F. LAUFER
151 MAPLE AVENUE SOUTH
SLINGER, WI. 53086 APT.
AND
LOUIS H. NEUVILLE
2 BLUEMOUND CIRCLE
APPLETON, WI 54912

CONCRETE ENTRANCEWAYS

5A&B&C



MAPLE AVENUE CONDOMINIUMS


MAPLE AVENUE CONDOMINIUMS

Minutes of Dec. 5, 1988 Meeting
held at Kirk's Corner

By-laws that were adopted:

#1. Any money paid into the Association to be left in the Association Treasury upon sale of unit.

#2. Meetings will be held on the first Monday of every quarter with the first on being April, 1989 at Kirk's Corner at 7:00 p.m.

#3. Restriction of one(1) cat per unit with the exception of JoAnn Ward who is restricted to two (2).

#4. Officers will serve the term as follows:
President: Ed Smith 2 years
Sec/Tres: Tony Priesgen 1 year for first year and 2 years there after.
Election Date: January Meeting

Resolution was passed to have 15-watt bulbs installed in each unit's garage entrance light to be left on 24-hours a day and to be bought by the Association.

Dairyland Harvester is hired to do the snow plowing and Chuck Beistle is hired for shoveling side walks.

Scooter Laufer will put numbers on all the garage doors as requested by the fire department.

At the April meeting, a decision will be made as to what should be done with the tree which is apparently dead.

A newspaper will be published quarterly.

Scooter Laufer is going to price out making a newspaper box to be placed by the mail boxes.

The meeting was adjourned.

12-20-88

Tony P. Priesgen, Secretary

Date

West Bend, WI 53095

528896 VOL. REC. 988 PAGE 225

CONSENT OF MORTGAGE HOLDER

Valley Bank, Southeast, Hartford, Wisconsin, the holder of a mortgage from Julian Laufer and Louis H. Neuville, tenants in common, dated May 13, 1988 and recorded in the office of the Register of Deeds of Washington County, Wisconsin on May 17, 1988 in Volume 985 of Records at Page 89 as Document No. 527694 hereby consents to the Declaration creating the Maple Avenue Condominiums, which Declaration was executed May 26, 1988 and recorded in the office of the Register of Deeds of Washington County, Wisconsin on May 27, 1988 in Volume 986 of Records at Page 523 as Document No. 528296, hereby submits its mortgage described above to the foregoing Declaration, **

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

Dated and executed at Hartford, Wisconsin this 8th day of June, 1988.

JUN 8 3 12 PM '88

VALLEY BANK, SOUTHEAST

BY: _____, President

BY: _____, Vice Pres.

STATE OF WISCONSIN)
: SS.
WASHINGTON COUNTY)

I, a Notary Public in and for said County and State, do hereby certify that Richard F. Meloy and David F. Rohrer, respectively of Valley Bank, Southeast, Hartford, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as President and Vice President appeared before me this day and personally acknowledged that they signed, sealed and delivered this instrument as their free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal this 8th day of June, 1988.

_____
Notary Public, Washington Co., Wis.
My Commission April 29, 1990

** and further hereby consents to the Amendment to Declaration of Maple Avenue Condominiums, which Amendment was executed June 3, 1988 and recorded in the office of the Register of Deeds of Washington County, Wisconsin on June 3, 1988, in Volume 987 of Records at Page 458, as Document No. 528634 and hereby submits its mortgage described above to the foregoing Amendment to Declaration.

Minutes of Dec. 20, 1988 Meeting
held at Kirk's Corner

The meeting was called to order by President, Ed Smith.

Information on separating garbage was passed out. It is voluntary at present, but as of May 1 it is mandatory.

Motion was made by Ed Smith to reimburse Sec./Tres. for monthly expenses of $25.00/month. The motion was second by Ron Raffay.

Minutes were read by Tony Priesgen. Dale Panten made motion to let minutes stand as read and Jeff Luengen made a second.

Jeff Luengen was nominated by Dale Panten for Vice-President. Tony Priesgen second it and Jeff is Vice-President.

Motion was made by Jeff to change the insurance to American Family with a $250.00 deductible to begin on Dec. 31, 1988. Motion was second by Joe Pagac.

Motion was made by Dale Panten to adopt the by-laws and it was second by Jeff.

Everyone is to supply the association with a certificate of insurance on their automobiles and contents.

Everyone is to present a list of any repairs which are need to their unit to Ed, and he & Jeff will represent the association when forwarding these repairs to Scooter.

By-laws that were adopted:

#5. For rental units: The renter or owner must have a separate liability insurance for that unit.

#6. Association dues are due by the first of the month. Any dues not paid by the 15th without notice will be charged a $10.00 late fee.

Joe Pagac made a motion to adjourn meeting and Ron Raffay second it.

Tony P. Priesgen, Secretary

Date