

DISCLOSURE MATERIALS

FOR

AUDUBON TRAILS CONDOMINIUM ASSOCIATION, INC.

Property Address:

1902-1996 Parknoll Lane
Port Washington, WI 53074

1. THESE ARE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISIONS CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

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AUDUBON TRAILS CONDOMINIUM ASSOCIATION, INC.

1. **EXECUTIVE SUMMARY**: The Executive Summary highlights for a buyer of a condominium unit essential information regarding the condominium. The Executive Summary begins on page A.
2. **DECLARATION**: The Declaration establishes and describes the condominium units and the common areas. The declaration begins on page B.
3. **BY-LAWS**: The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page C.
4. **ARTICLES OF INCORPORATION**: The operation of a condominium is governed by the association of which each unit owner is a member. Powers, duties and operation of an association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page D.
5. **MANAGEMENT OR EMPLOYMENT CONTRACTS**: Certain services are provided to the condominium through contracts with individuals or private firms. These contracts begin on page E.
6. **ANNUAL OPERATING BUDGET**: The association incurs expenses for the operation of the condominium which are assessed to the unit owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The Budget begins on page F.
7. **FLOOR PLAN(S) AND MAP**: The seller has provided a floor plan of the unit being offered for sale and a map of the condominium which shows the location of the unit you are considering all facilities and common areas which are part of the condominium. The floor plans can be found in the Declaration, which begins on page B.
8. **STATUTORY RESERVE ACCOUNT**: The condominium does not have a Statutory Reserve Account.
9. **RULES & REGULATIONS**: The Rules & Regulations of the condominium are promulgated by the association. The Rules & Regulations begin on page G.

**AUDUBON TRAILS CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION A

EXECUTIVE SUMMARY

**AUDUBON TRAILS CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION B

DECLARATION

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CONDOMINIUM DECLARATIONS
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
AUDUBON TRAILS CONDOMINIUM

This Declaration is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of Wisconsin Statutes, (hereinafter referred to as the "Act") this _____ day of _____, 1994, by Michael W. Speas and Steven M. Speas (hereinafter referred to as "Declarant").

1. STATEMENT OF DECLARATION

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

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

2. LEGAL DESCRIPTION AND NAME

2.1 LEGAL DESCRIPTION. The following described real estate is subject to the provisions of this Declaration:

Parcel A:

Lot One (1) of Certified Survey Map No. 1320 recorded in the Ozaukee County Registry in Volume 6 of Certified Survey Maps on pages 334-355, inclusive, as Document No. 325493, and being a subdivision of Lot One (1) Block Three (3) Birchwood Hills, a part of the Northeast 1/4 of Section 21, Township 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin.

Parcel B:

Lot Three (3) of Certified Survey Map No. 1320 recorded in the Ozaukee County Registry in Volume 6 of Certified Survey Maps on pages 334-355, inclusive, as Document No. 325493, and being a subdivision of Lot One (1) Block Three (3) Birchwood Hills, a part of the Northeast 1/4 of Section 21, Township 11 North, Range 22 East, in the City of Port Washington, Ozaukee County, Wisconsin.

2.2 NAME. The aforesaid real estate and all buildings and improvements thereon shall be known as Audubon Trails Condominium.

3. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be three (3) buildings on the real estate described in Section 2.1 above which shall contain a total of forty-eight (48) living units and ninety-six (96) parking stalls. Each building shall hold sixteen (16) living units and thirty-two (32) indoor parking stalls. The buildings shall be two (2) stories in height and shall have eight (8) living units on each floor. The eight (8) units located on the second floor will have an additional loft area. Each unit shall be assigned two (2) indoor parking stalls. Complete construction details are contained in working plans and drawings available for inspection at the office of the Declarant. The building is to be located on the real estate as indicated in the Condominium Plat marked Exhibit "A" attached hereto and made a part of this Declaration. The building and units are more fully described in the Condominium Plat attached hereto marked Exhibit "A" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the lay-out, location, unit numbers and dimensions of the building and units as finally located and erected.

4. NUMBER AND IDENTIFICATION OF UNITS

4.1 NUMBER. There shall be a total of forty-eight (48) condominium units in Audubon Trails Condominium.

4.2 IDENTIFICATION. A unit is that part of a building intended for individual, private use, comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors and door frames of the buildings, as said boundaries are shown on the building and floor plans attached hereto as Exhibit "A", together with all fixtures and improvements therein contained. Each unit shall also consist of two (2) or more interior garage stalls which are intended for individual, private use comprised of one cubicle of air having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings,

windows, window frames, doors and door frames, of the building, as said boundaries are shown on the Condominium Plat attached hereto as Exhibit "A", together with all fixtures and improvements therein contained. A living unit and garage unit may not be separated.

The units are designated by identifying numbers, and their location, number of rooms, immediate common elements to which the units have access and further details identifying and describing the units are as set forth in Exhibit "A" attached hereto. The post office address of the unit is 1902 - 1996 Parknoll Lane, Port Washington, Wisconsin 53074.

5. COMMON ELEMENTS AND FACILITIES

The common elements and facilities shall consist of all of Audubon Trails Condominium, improvements and appurtenances, except the individual units as defined hereunder, including without limitation: the land on which the building or buildings are located; bearing walls, floors and ceilings (except the interior surfaces thereof, which form the outer boundaries of each unit), roofs, foundations, entrances and exits, pipes, ducts, electrical wiring and conduits, centralized utility services, public utility lines, water and sewer laterals, outside walls, girders, beams and support, structural parts of the building, and the walks, driveways and landscaping.

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

6. LIMITED COMMON ELEMENTS

6.1 DESCRIPTION. A portion of the common elements and facilities are designated as "Limited Common Elements" as shown on Exhibit "A". Such Limited Common Elements consist of patios, balconies and parking areas as are identified on Exhibit "A". Such Limited Common Elements shall be reserved for the exclusive use of the owner occupant of the unit to which they are appurtenant, as shown on Exhibit "A".

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6.2 PARKING. Unit owners may park automobiles in the assigned parking space. At no time shall a unit owner allow boats, trucks, motor homes, recreational vehicles or trailers to be parked overnight in such assigned parking space without first obtaining the written consent of the Association. Visitor parking shall be available on the exterior parking lot.

6.3 SATELLITE DISH. There shall be no television satellite dish of any type placed upon any of the common elements or Limited Common Elements without the prior written consent of the Association and approved by the City of Port Washington.

6.4 USE. The manner of use of the Limited Common Elements shall be governed by the Bylaws of, and such rules and regulations as they be established by, the Association of Unit Owners, and no unit owner shall decorate, landscape or adorn any Limited Common Elements, or permit such, in any manner contrary to such Bylaws and rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES

Each unit owner shall own an undivided interest in the common elements and facilities and Limited Common Elements as a tenant in common with all other unit owners and, except as otherwise limited in this Declaration shall have the right to use and occupy the common elements and facilities in Limited Common Elements for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with his unit. The percentage of such undivided interest in the common elements and facilities and Limited Common Elements appertaining to each unit and its owner shall be as follows:

<u>"THE COLUMBINE" -</u>	
Building 1, Unit 1	1.7313%
Building 1, Unit 2	2.2729%
Building 1, Unit 3	2.3813%
Building 1, Unit 4	1.9479%
Building 1, Unit 5	1.9479%
Building 1, Unit 6	2.3813%
Building 1, Unit 7	2.2729%
Building 1, Unit 8	1.7313%
Building 1, Unit 9	1.7313%
Building 1, Unit 10	2.2729%
Building 1, Unit 11	2.3813%
Building 1, Unit 12	1.9479%
Building 1, Unit 13	1.9479%
Building 1, Unit 14	2.3813%
Building 1, Unit 15	2.2729%
Building 1, Unit 16	1.7313%

<u>"THE LARKSPUR" -</u>		
Building 2, Unit 1		1.7312%
Building 2, Unit 2		2.2729%
Building 2, Unit 3		2.3813%
Building 2, Unit 4		1.9479%
Building 2, Unit 5		1.9479%
Building 2, Unit 6		2.3813%
Building 2, Unit 7		2.2729%
Building 2, Unit 8		1.7312%
Building 2, Unit 9		1.7312%
Building 2, Unit 10		2.2729%
Building 2, Unit 11		2.3813%
Building 2, Unit 12		1.9479%
Building 2, Unit 13		1.9479%
Building 2, Unit 14		2.3813%
Building 2, Unit 15		2.2729%
Building 2, Unit 16		1.7312%

<u>"THE CONEFLOWER" -</u>		
Building 3, Unit 1		1.7312%
Building 3, Unit 2		2.2729%
Building 3, Unit 3		2.3813%
Building 3, Unit 4		1.9479%
Building 3, Unit 5		1.9479%
Building 3, Unit 6		2.3813%
Building 3, Unit 7		2.2729%
Building 3, Unit 8		1.7312%
Building 3, Unit 9		1.7312%
Building 3, Unit 10		2.2729%
Building 3, Unit 11		2.3813%
Building 3, Unit 12		1.9479%
Building 3, Unit 13		1.9479%
Building 3, Unit 14		2.3813%
Building 3, Unit 15		2.2729%
Building 3, Unit 16		1.7312%

In the event of partial or complete destruction, a partition action, or payment of insurance proceeds as a result of partial or complete destruction, any surpluses or expenses shall be shared among the unit owners in accordance with the percentage of the unit ownership of the common elements as set forth above.

8. RESIDENTIAL PURPOSE

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

9. ASSOCIATION OF UNIT OWNERS

9.1 DUTIES AND OBLIGATIONS. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners to be known as Audubon Trails Condominium

Association, Inc., (hereinafter "Association"). The affairs of the Association shall be managed by a Board of Directors (the "Board of Directors") consisting of such number of persons as provided in the Bylaws of the Association. The Association may be incorporated as a non-profit corporation under the Laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the Bylaws and rules and regulations of the Association.

9.2 VOTING RIGHTS. The Association shall have two classes of voting membership as follows:

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

(2) Class B - Class B members shall be the Declarant and shall be entitled to three (3) votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or a date not exceeding three (3) years from conveyance of the first unit to any person other than Declarant, whichever first occurs.

The respective rights and qualifications of the two classes of members and the election of directors shall be as set forth in the Bylaws of the Association.

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

9.4 CONDOMINIUM DOCUMENTATION. The Association shall be required to make available to unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, and other rules governing the Condominium, and the most recent annual audited financial statement, if such is prepared. Upon written request from any

of the agencies or corporations which has an interest or prospective interest in the Condominium, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year.

9.5 INITIAL WORKING CAPITAL FUND. All unit owners shall advance to the Association at the time of conveyance, an amount equal to two (2) months' installments of the regular annual association assessment. Amounts paid pursuant hereto are not to be considered as an advance payment of the monthly assessment.

10. REPAIRS AND MAINTENANCE

10.1 COMMON ELEMENTS AND FACILITIES. The Association shall be responsible for the management and control of the common elements and facilities and shall cause the same to be kept in good, clean, attractive and sanitary conditions, order and repair. Without in any way limiting the foregoing, this shall include all painting, repairing and decorating of exteriors, maintenance and repair of walks, drives, parking areas and access routes, and maintenance of all grounds and landscaping.

10.2 INDIVIDUAL UNITS AND LIMITED COMMON ELEMENTS. Each unit owner shall be responsible for keeping the interior of his unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing which may at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the lighting fixtures, refrigerators, air-conditioning equipment, furnaces or heating equipment, dishwashers, disposal, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the unit. Each unit owner shall keep the limited common elements appurtenant to his unit, as defined in Section 6 hereof and as described in Exhibit "A" in a good, clean, sanitary and attractive condition.

10.3 PROHIBITION AGAINST STRUCTURAL CHANGES BY OWNER. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to his unit, or in or to the exterior of any building or any common or limited common elements and facilities. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building,

or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

10.4 ENTRY FOR REPAIRS. The Association shall have an irrevocable right and easement to enter any unit at reasonable times and under reasonable conditions when necessary to make repairs to common elements when the repairs reasonably appear necessary for public safety or to prevent damage to other portions of the condominium. The Association shall make a reasonable effort to give prior notice to the owners, except in cases involving manifest danger to public safety or property, and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and be treated as a common expense. No entry by the Association for the purposes specified in this paragraph may be considered a trespass.

11. UNIT OWNER'S RIGHTS WITH RESPECT TO INTERIORS

Each unit owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurnish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of his unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature, provided that such unit owner shall take no action which in any way will materially change any common walls.

12. RESTRICTION ON USE AND OCCUPANCY

12.1 Residency Restrictions. Each unit shall be occupied and used only for single family private dwelling purposes as provided in the Bylaws of the Association. The maximum number of persons permitted to live within any single unit is four (4). No trade shall be carried on anywhere within the condominium, except as otherwise provided herein. All leases or rental agreements shall be in writing. The Declarant may lease a unit on such terms and conditions as it desires in its sole discretion; however, no unit may be leased or rented by Declarant for a period of less than thirty (30) days. Unit owners other than Declarant may lease or rent a unit; however, the lease must have a minimum initial term of six (6) months. Any person occupying a unit with the authority of an owner shall comply with all the restrictions, covenants and conditions imposed herein and by the Bylaws of the Association. No rooms in any unit may be rented and no transient tenants may be accommodated.

12.2 Animal Restrictions. No animals, reptiles, or birds shall be permitted within the Condominium, except as hereinafter set forth. The Association may issue a permit for keeping of any pets. The Association will have available a

maximum of forty-eight (48) licenses for unit owners. Only one (1) license shall be issued per unit. Such permit shall allow the keeping of pets in accordance with rules and regulations to be established by the Board of Directors. Such permit shall be deemed a revocable license which may be revoked at any time following notice and hearing if, in the judgment of the Board of Directors, such licensed animal is or becomes offensive, a nuisance or harmful in any way to the Condominium or those occupying or owning therein. The Association may charge an application fee to cover its administrative and enforcement costs. All permitted pets shall be housed indoors and, if allowed outdoors, shall be kept on a leash at all times while outdoors. Any pet excrement in common areas shall be removed immediately by the occupant of the Unit in which the pet resides. A violation of the provisions of this Paragraph shall subject the Unit owner responsible for such violation to additional special assessments by the Board of Directors for the enforcement costs, including, but not limited to, reasonable attorney's fees incurred by the Association incident to the enforcement of this Paragraph and the rules and regulations established by the Board of Directors.

13. DESCRIPTION AND RECONSTRUCTION

In the event of a partial or total destruction affecting one or more of the units of a building or buildings, the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the condominium. On reconstruction the design, plan and specifications of any building or unit may vary from that of the original upon the approval of the Association, provided, however, that the number of square feet of any unit may not vary 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.

If a condominium is damaged to an extent more than the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having seventy-five percent (75%) or more of the votes. A determination as to whether or not to reconstruct and repair the damaged premises or to subject the condominium to an action for partition shall be made within ninety (90) days from the date of the fire, casualty or disaster. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all unit owners in proportion to the percentage interest in the common elements, and shall be distributed in accordance with the priority of interest in each unit.

If the insurance proceeds are insufficient to reconstruct or repair the damaged premises and the necessary seventy-five percent (75%) or more of the votes necessary to subject the condominium to an

action for partition are not obtained, then the damaged premises shall be reconstructed and repaired by the Association with the insurance proceeds, and the owners of units shall be assessed for the deficiency in accordance with the percentage of ownership in the common elements.

14. INSURANCE

The Board of Directors of the Association shall obtain and maintain insurance for the common elements and facilities against loss or damage by fire and such hazards for not less than full replacement value of the property insured. The insurance shall also cover the replacement of interior walls, heating and air conditioning units, electrical wires and conduit, plumbing pipes, and heating and air conditioning duct work in the interior and exterior walls. The insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interest may appear. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its right of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners or the Association or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors at least annually and the amount of coverage may be increased or decreased at any time it is deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value.

In the event of partial or total destruction of a building or buildings and it is determined to repair or reconstruct such building or buildings in accordance with Section 13 hereof, the proceeds of such insurance shall be paid to the Association to be applied to the cost thereof and the unit owners and mortgagees shall not be entitled to receive payment of any portion of insurance proceeds. If it is determined not to reconstruct or repair or the Court has ordered partition of the condominium property, then the proceeds shall be distributed to the unit owners and their mortgagees, if any, as their respective interest may appear in the manner provided by the Act. If after the common elements have been completely repaired or restored and there is a surplus of insurance proceeds, then the surplus shall be considered a common surplus and may, at the direction of the Board of Directors, be distributed to the unit owners and their mortgagees, if any, in accordance with the percentage of ownership in the common elements.

If insurance coverage is available to combine protection for the Association and the unit owner's individual unit, the Board of Directors is hereby given discretionary power to negotiate such combination of insurance protection on an equitable cost-sharing basis under which the unit owner would be assessed individually for the

amount of insurance which he directs the Board of Directors to include such policies for his additional protection. Copies of all such policies shall be provided to each mortgagee. Nothing contained in this paragraph shall be deemed to prohibit any unit owner, at his expense, to provide any additional insurance coverage on his improvements which will duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide and maintain public liability insurance covering the common elements and facilities and the limited common elements in such amounts as may be determined at the discretion of the Board of Directors from time to time but in any event such coverage shall be for at least \$1,000,000.00 for bodily injury including deaths of persons and property damage arising out of a single occurrence. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

15. LIABILITY FOR COMMON EXPENSES

The costs of administration of the Association, insurance, repair, maintenance and other expenses of the common elements and facilities and limited common elements, and the common services provided to the unit owners, including municipal water and sewer service, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves for such common expenses and for the creation of reserves for the payment of future common expenses with each unit sharing a one/forty-eighth (1/48th) share of said assessments.

No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any other common or limited common elements and facilities or services or by the abandonment of his unit.

A unit owner shall be liable for all assessments, or installments thereof, coming due while owning a unit. In a voluntary grant, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his or her share of the common expenses up to the time of the voluntary grant for which a statement of condominium lien is recorded, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee for such assessments.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, against the unit to which the charges are assessed, until paid, if a statement of lien is filed within two years after the date the assessment becomes due. The lien is effective against a unit at the time the assessment became due regardless of when within the two year period it is filed.

All sums assessed by an association but unpaid for the share of the common expenses chargeable to any unit constitutes a lien on the unit and on the undivided interest in the common elements appurtenant thereto prior to all other liens except:

- A. Liens of general and specific taxes;
- B. All sums unpaid on a first mortgage recorded prior to the making of the assessment;
- C. Mechanics liens filed prior to the making of the assessment;
- D. All sums unpaid on any mortgage loan made under Section 45.80 of the Wisconsin Statutes.

The common surpluses resulting from the operation of the condominium shall be credited to the unit owner's assessments for common expenses, or shall be used for any other purposes as the Association decides, or shall be refunded to the unit owners with each unit sharing a one-forty-eighth (1/48th) share of said surpluses.

16. PARTITION OF COMMON ELEMENTS PROHIBITED

There shall be no partition of the common elements and facilities and limited common elements through judicial proceedings or otherwise until this agreement is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding unit ownership or condominium ownership; provided, however, that if any unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition of said single units as between such co-owners. Ownership shall be limited to 4 or fewer co-owners as tenants in common or as joint tenants.

17. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS

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

18. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

18.1 UTILITIES. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility

purposes, including the right to install, lay, maintain, repair and replace water mains and pipes, heating ducts and piping, sewer lines, gas mains, telephone wires and equipment, master television antenna system wires and equipment, cable television equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common elements and facilities.

18.2 PERMITS, LICENSES AND EASEMENTS. The Association shall have the right to grant permits, licenses and easements over the common elements for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property.

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

18.4 BINDING EFFECT. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 18.

19. FAILURE OF ASSOCIATION TO INSIST ON STRICT PERFORMANCE NOT WAIVER

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to

institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

20. AMENDMENTS TO DECLARATION

Except as otherwise provided by the Act, this declaration may be amended with the written consent of sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) of the unit owners and mortgagees. Consent of both the unit owner and the mortgagee is required in meeting the requisite sixty-six and two-thirds percent ($66 \frac{2}{3}\%$) approval. Copies of amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendment shall be recorded with the Register of Deeds for Ozaukee County and a copy of the amendment shall also be mailed or personally delivered to each unit owner at his address on file with the Association.

21. VOLUNTARY TERMINATION OF CONDOMINIUM

Upon the written consent of all unit owners, all or any part of the property may be removed from the provisions of the Act by an instrument to that effect, duly recorded with the Register of Deeds for Ozaukee County, provided that the holders of all liens affecting any of the units consent thereto or agree, in either case by instrument duly recorded with the Register of Deeds of Ozaukee County, that their liens be transferred to the percentage of the undivided interest of the unit owner in the property. Upon removal of any property from the act, the property shall be deemed to be owned in common by the unit owners. The undivided interest in the property owned in common which appertains to each unit owner shall be the percentage of undivided interest previously owned by the owner in the common elements.

22. NOTICES

22.1 NOTICES TO UNIT OWNERS. All notice and other documents required to be given by this Declaration or the Bylaws of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of the number of owners who have an interest therein. All owners shall provide the Secretary of the Association with an address for the mailing or service of any notice or other documents and the Secretary shall be deemed to have discharged his duty with respect to the giving of notice by mailing it or having it delivered personally to such address as is on file with him.

22.2 NOTICES TO FIRST LIEN HOLDERS. A holder, insurer or guarantor of a first mortgage, upon written request to the Association will be entitled to timely written notice of:

A. Any proposed amendment of the Condominium Declaration affecting a change in (1) the boundaries of any unit or the exclusive easement rights appertaining thereto, (2) the interest in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (3) the number of votes in the Association appertaining to any unit, or (4) the purposes to which any unit or the common elements are restricted;

B. Any proposed termination of the Condominium regime;

C. Any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

D. Any delinquency in the payment of assessments or charges owned by an owner or a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;

E. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

23. FURTHER MATTERS

A. All present and future owners of units, tenants of such owners and any other occupants of units, employees of owners, or any other persons that in any manner use or come upon the condominium or any part thereof shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation of the Association, and the Bylaws and rules and regulations adopted pursuant thereto, as these instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into of occupancy of any unit shall constitute an acceptance of the provisions of such instruments, as they may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instrument shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as

though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate, as well as by the provisions of the Condominium Ownership Act.

B. The Declarants hereby reserve the right for a period of three (3) years from date hereof to cause one or more of the units it owns to be maintained as a model unit and to display such models and the common elements of the condominium. The Declarant further reserves the right to maintain signs offering the sale of units in the condominium until all units are sold at which time "For Sale" or "For Lease" signs shall be prohibited.

C. If entered into before the officers elected by the unit owners pursuant to the Bylaws take office, any management contract, lease of recreational or parking areas or facilities, any contract or lease to which a declarant or any person affiliated with the declarant is a party and any contract or lease which is not bona fide or which was not commercially reasonable to unit owners, when entered into under the circumstances then prevailing may be terminated by the Association or its Board of Directors at any time without penalty upon not less than ninety (90) days notice to the other party thereto.

24. SERVICE OF PROCESS

The person to receive service of process shall be Michael W. Speas, 1236 Towhee Trail, Port Washington, Wisconsin 53074, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Ozaukee County, Wisconsin.

25. NUMBER AND GENDER

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

26. CAPTIONS

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

27. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the

validity or enforceability of the remaining portion of said provisions or of any other provision hereof.

28. CONFLICTS IN PROVISIONS

If there is any conflict between any provision and this Declaration and the provisions of the Condominium Plat or any provisions of the Bylaws, the provisions of this Declaration shall control. If there is any conflict between any provisions of any condominium instruments and any provisions of any Bylaws, the provisions of the condominium instruments shall control. If there is any conflict between any provisions of any condominium instruments or any provisions of any Bylaws and any provisions of Wisconsin Statutes Chapter 703, the provisions of Wisconsin Statutes Chapter 703 shall control.

29. HOMESTEAD

This is not homestead property.

IN WITNESS WHEREOF, the said Declarant, Michael W. Speas and Steven M. Speas have caused this Declaration to be executed at _____, Wisconsin, this _____ day of _____, 1994.

MICHAEL W. SPEAS

STEVEN M. SPEAS

STATE OF WISCONSIN)

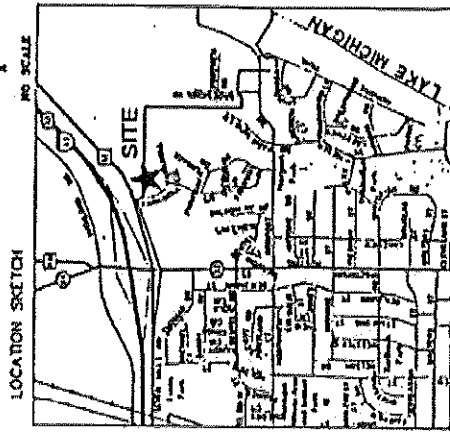
WAUKESHA COUNTY)

ss

On this _____ day of _____, 1994, before me personally came Michael W. Speas and Steven M. Speas to me known to be the persons described in and who executed the foregoing instrument and said persons acknowledged that said persons executed the same freely and voluntarily, for the uses and purposes therein expressed.

STEPHEN A. HARTMAN
Notary Public, State of Wisconsin
My Commission is permanent.

This instrument was drafted by:
Attorney Stephen A. Hartman
TRAPP & HARTMAN, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005



PROPOSED BUILDING AND NUMBER



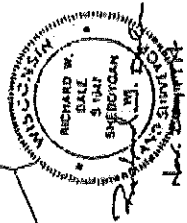
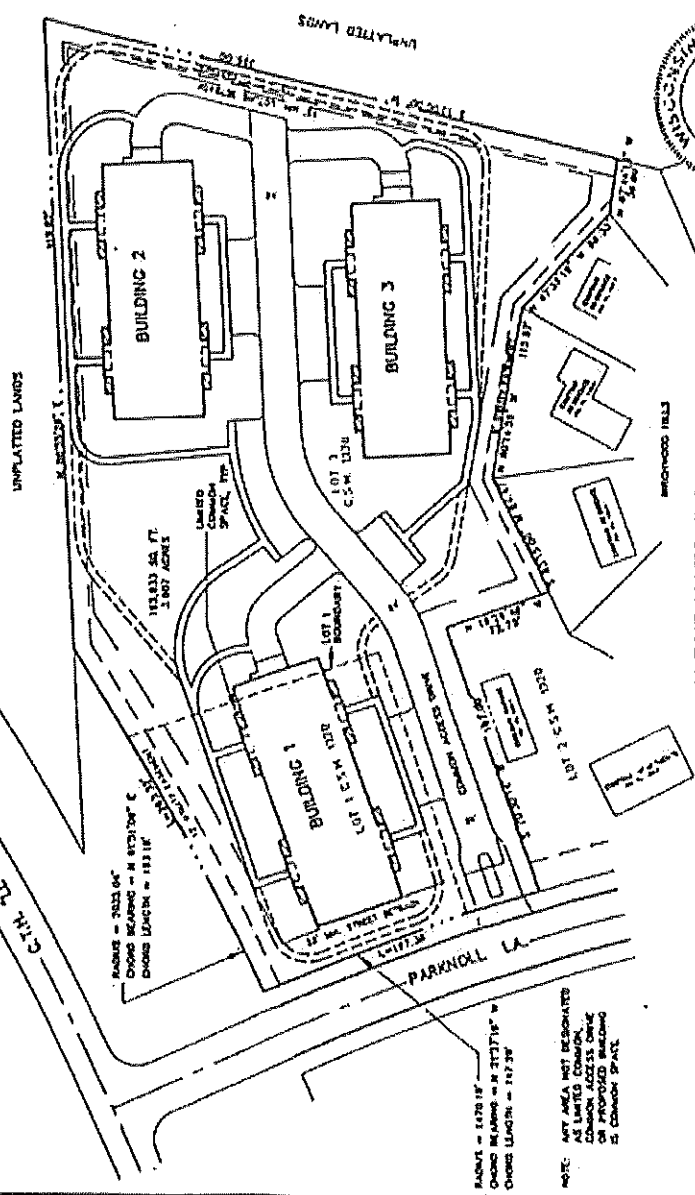
CONDOMINIUM PLAT

MILLER ENGINEERS SCIENTISTS

5305 South Twelfth Street
Shoepack, Wisconsin 53081
414-458-8184

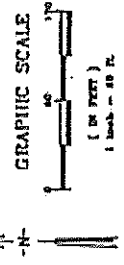
TIMBER CREEK DEVELOPMENT
AUDUBON TRAILS
PORT WASHINGTON, WISCONSIN
LOTS 1 AND 3, C.S.M. 1320

SCALE	DATE	BY	SHEET
1" = 40'	11-18-84	SH	
NO.	JOB	DC	1 of 4
	124383CA	PRD	



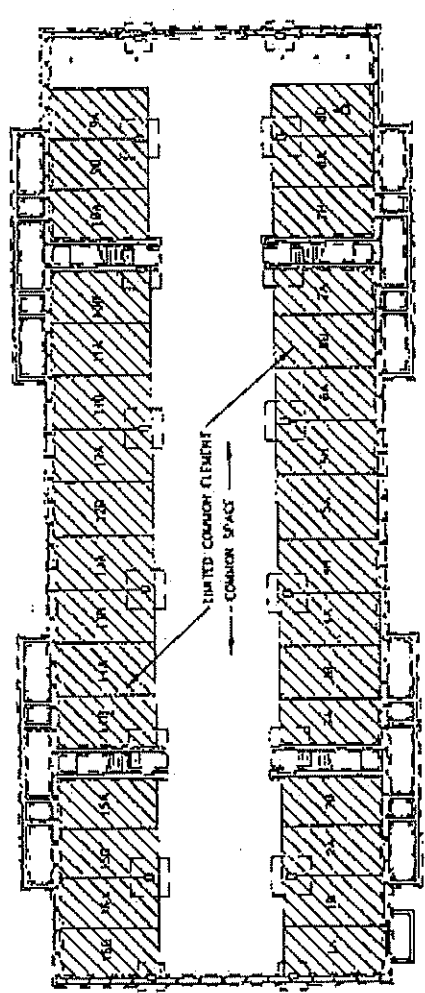
AUDUBON TRAILS CONDOMINIUM

PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN
LOTS 1 AND 3 OF C.S.M. 1320, A REGION OF LOT 1, BLOCK 3
OF BIRCHWOOD HILLS SUBDIVISION LOCATED IN THE CITY OF
PORT WASHINGTON, OZAUKEE COUNTY, WISCONSIN.

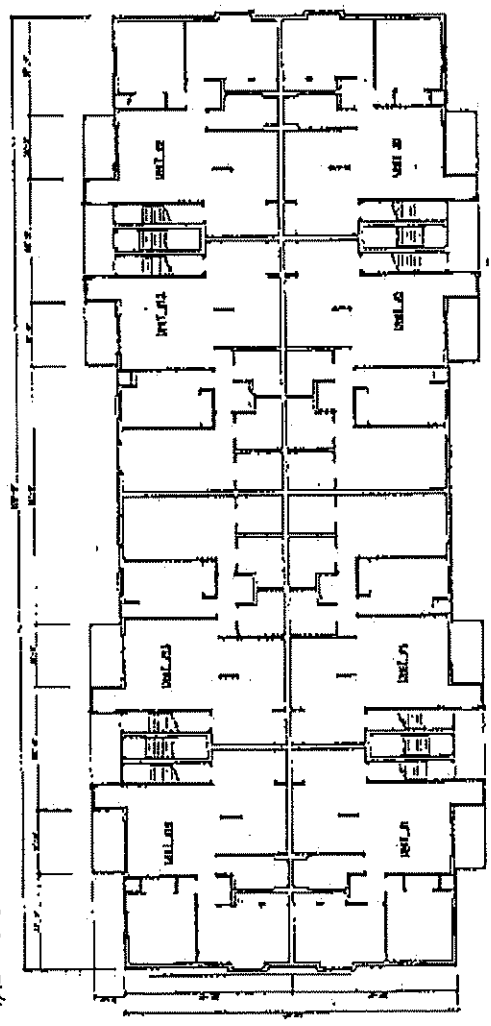


THIS INSTRUMENT WAS DRAFTED BY SCOTT A. HADJOURIS
OF MILLER ENGINEERS & SCIENTISTS

NO.	DATE	REVISION	BY
1	11-28-84	REVISE COMMON SPACE AREAS	SH



BASEMENT FLOOR PLAN
1/16" = 1'-0"



FIRST FLOOR PLAN
1/16" = 1'-0"

FLOOR PLAN

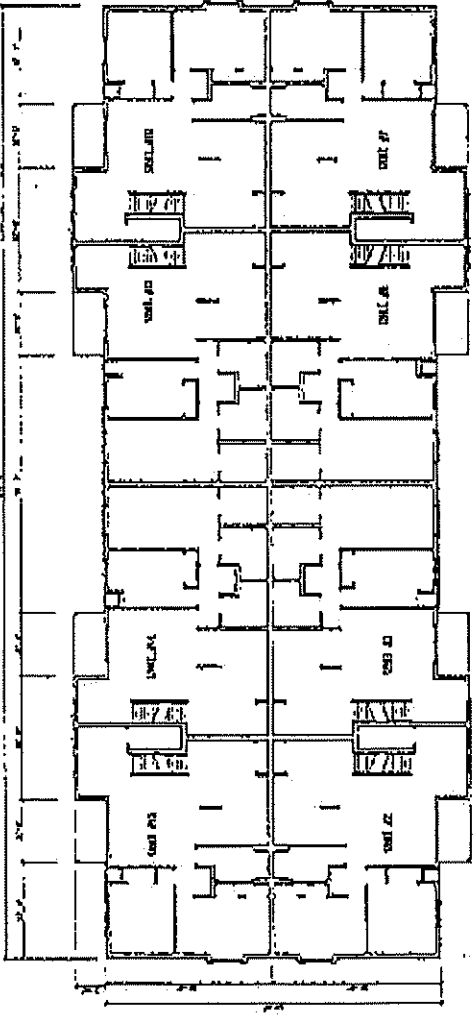
**MILLER
ENGINEERS
SCIENTISTS**

5308 South Tenth Street
Sheboygan, Wisconsin 53081
414-456-6164

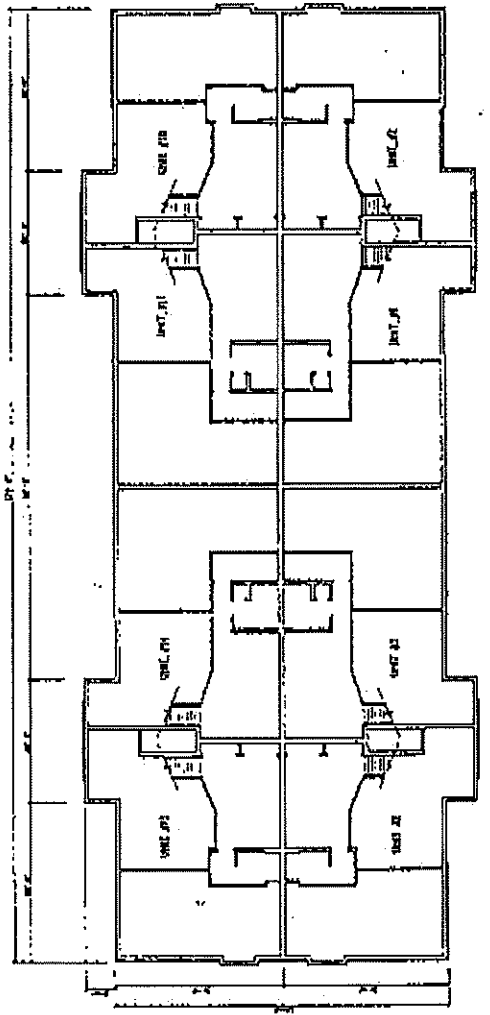
TIMBER CREEK DEVELOPMENT
AUDUBON TRAILS
PORT WASHINGTON, WISCONSIN
LOTS 1 AND 3, C.S.M. 1370

SCALE	DATE	BY	CHK	SPACED
1/8" = 1'-0"	11-18-84	JOB	121305C	3 of 4
NO.				

11-18-84 REVISION COMMON SPACE REMOVE ROOMS 104 & 105



SECOND FLOOR PLAN
1/16" = 1'-0"



FIRST FLOOR PLAN
1/16" = 1'-0"

FLOOR PLAN

**MILLER
ENGINEERS
SCIENTISTS**

2308 South Tealith Street
Sheboygan, Wisconsin 53081
414-456-8164

TIMBER CREEK DEVELOPMENT
ADDISON TRAILS
PORT WASHINGTON, WISCONSIN
LOTS 1 AND 3, C.S.M. 1320

SCALE	DATE	BY	CHK	APP	SHEET
1/16" = 1'-0"	11-15-84				4 of 4
NO.	JOB	DESIGNED	DR	EXP	

**AUDUBON TRAILS CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION C

BYLAWS

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BYLAWS
OF
AUDUBON TRAILS CONDOMINIUM

ARTICLE I

NAME AND PURPOSE

Pursuant to the Articles of Incorporation of Audubon Trails Condominium Association, Inc., and the Condominium Declaration of Audubon Trails Condominium, recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, (hereinafter called the "Declaration") by Michael W. Speas and Steven M. Speas, (together with its successors and assigns hereinafter "Declarant"), the following are adopted as the Bylaws of Audubon Trails Condominium Association, Inc. (hereinafter referred to as the "Association"), which is a non-profit corporation formed and organized to serve as an Association of Unit Owners who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These Bylaws shall be deemed covenants running with the land and shall be binding on the unit owners, their heirs, administrators, personal representatives, successors and assigns.

ARTICLE II

MEMBERS, VOTING AND MEETINGS

2.1 MEMBERS. The corporation shall have two classes of members, and the rights and qualifications of the members are as follows:

(a) CLASS A MEMBERS.

1. Defined. Class A members shall be all unit owners, with the initial exception of the Declarant, and shall have one vote for each unit owned. Every unit owner upon acquiring ownership automatically becomes a member of the Association and remain a member thereof until such time as his ownership of such unit ceases for any reason, at which time his membership in the Association shall automatically cease.

2. One Membership Per Unit. One Class A membership and one vote shall exist for each unit excepting those units owned by Declarant. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split, and shared membership interest must be voted pursuant to the nomination contained in the Membership List.

3. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each unit and the person designated to cast the one vote pertaining to such unit. Only the person so designated shall be entitled to cast a vote in person or by proxy. A designation may be changed by notice in writing to the Secretary of the Association signed by a majority of the persons having an ownership interest in the unit.

4. Transfer of Membership. Each membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of that unit. Membership in the Association may not be transferred, except in connection with the transfer of a unit. Upon transfer of a unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name of the new owner, identification of unit, date of transfer, name of the person designated to vote, and any other information about the transfer which the Association may deem pertinent and the Association shall make appropriate changes to the Membership List effective as of the date of transfer.

(b) CLASS B MEMBERS.

Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership, or a date not exceeding three (3) years from the first conveyance to any person other than a Declarant whichever first occurs.

2.2 QUORUM AND PROXIES FOR MEMBERS' MEETINGS.

A quorum for members' meeting shall consist of a majority of votes entitled to vote. Votes may be cast in person or by

proxy in accordance with designations in the Membership List. The act of a majority of votes present in person or by proxy at any meeting at which a quorum is present shall be the act of the members. Proxies shall be valid only for the particular meeting(s) or time period designated therein, unless sooner revoked, and must be filed with the Secretary before the appointed time of the meeting. If any meeting of members cannot be organized because a quorum is not present, a majority of the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, without further notice. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed.

2.3 TIME, PLACE, NOTICE AND CALLING OF MEMBERS' MEETINGS. Written notice of all meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than ten (10) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the third Monday in January of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III

BOARD OF DIRECTORS

3.1 NUMBER AND QUALIFICATIONS OF DIRECTORS. The initial Board of Directors shall consist of three (3) persons appointed by Declarant, who need not be members of the Association, to serve as hereinafter set forth. Prior to the conveyance of twenty-five percent (25%) of the common element interest to purchasers, the Association shall hold a meeting and the unit owners other than the Declarant shall elect at least twenty-five percent (25%) of the members of the Board of Directors. Prior to the conveyance of fifty percent (50%) of the common element interest 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 members of the

Board of Directors. The remaining members of the Board of Directors shall serve until Class B membership ceases and is converted to Class A membership as provided in Article III herein or a date not exceeding three (3) years from the first conveyance of a unit by a Declarant to any person other than Declarant, whichever shall occur first. Thereafter, the Board of Directors shall consist of five (5) persons, to be classified with respect to the terms for which they severally hold office as set forth in Paragraph 3.3 below. Each member of the Board of Directors shall be a member of the Association or, in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.2 POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Incorporation, and these Bylaws.

3.3 ELECTION AND TERM OF DIRECTORS. At the first annual meeting of the Association after the termination of Class B membership, the members shall elect five (5) Directors to be classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

(a) Two (2) directors whose terms will expire after one (1) year, at the next annual meeting of the Association.

(b) Two (2) directors whose terms will expire after two (2) years, at the second annual meeting of the Association after his election.

(c) One (1) director whose term will expire after three (3) years, at the third annual meeting of the Association after his election.

The successors to the class of directors whose terms expire as set forth above shall be elected to hold office for a term of three (3) years or until their successors are duly elected and qualified, or until any of said directors shall have been removed in the manner hereinafter provided, so that the term of one class of directors shall expire in each year.

3.4 VACANCIES ON BOARD. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they

may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

3.5 REMOVAL OF DIRECTORS. At any regular or special meeting duly called, any one or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast and a successor may then and there be elected to fill the vacancy thus created.

3.6 REGULAR MEETINGS AND NOTICE. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular annual meeting of the Board of Directors shall not be required.

3.7 SPECIAL MEETINGS AND NOTICE. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

3.8 WAIVER OF NOTICE. Before, at or after any meeting of the Board of Directors, any director may in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

3.9 QUORUM OF DIRECTORS - ADJOURNMENTS. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the act of the majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

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

3.11 COMPENSATION. No director of the corporation shall receive any fee or other compensation for such services rendered to the Association, except by specific resolution of the membership.

3.12 INFORMAL ACTION. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the directors entitled to vote with respect to the subject matter. Such consent shall have the same force and effect as unanimous vote.

ARTICLE IV

OFFICERS

4.1 DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be a President, Vice-President, Secretary and Treasurer, to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

4.2 PRESIDENT. The President shall be selected from among the members of the Board of Directors and shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President, including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein.

4.3 VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

4.4 SECRETARY. The Secretary shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of Secretary.

4.5 TREASURER. The Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

4.6 LIABILITY OF DIRECTORS AND OFFICERS. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he has reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

4.7 COMPENSATION. No officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

OPERATION OF THE PROPERTY

5.1 THE ASSOCIATION. The Association, acting through the Board of Directors, shall be responsible for administration and operation of the condominium property, in accordance with the Declaration, the Articles of Incorporation, and these Bylaws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 RULES AND REGULATIONS. The Association, through the Board of Directors, shall from time to time adopt rules

and regulations governing the operation, maintenance and use of the units and the common elements and facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by persons entitled thereto.

5.3 COMMON EXPENSES. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each unit to meet the estimated common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the units and allocated among the members of the Association according to their respective percentages of ownership in the common elements and facilities of the condominium as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first day of each month. If any payment is not made within ten (10) days of the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

5.4 OPERATING BUDGET. The annual operating budget shall provide for two funds, one of which shall be designated the "operating fund" and the other the "reserve fund." The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the common elements, lawn care and snow removal, insurance, common services, administration, materials and supplies. The reserve fund shall be used for contingencies and periodic expenses such as painting or renovation. In the event the Association incurs extraordinary expenditures not originally included in the annual budget, then such sums as may be required in addition to the operating fund shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged to each owner in proportion to his ownership interest as set forth in the Declaration.

The reserve fund may include such amounts as the Board of Directors may deem necessary to provide for the purchase or lease of any unit whose owner wishes to sell or lease to the Association. The reserve fund may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each unit, if resulting from action by the Association. The unit owner or owners responsible for any lien which is paid by the Association but not

the obligation of the Association shall be specially assessed for the full amount thereof.

The directors may also use the reserve fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible thereof.

The annual budget shall be prepared and determined by December 15 of each calendar year. The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable on behalf of each unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the ones previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the average total budget for the preceding two years and provided further, that if a budget and charges have not been established and made for any two preceding years, then the budget and charges may not be revised downward until two years of experience exist.

5.5 DEFAULT. If a member of the Association is in default in payment of any charges or assessments for a period of more than thirty (30) days, the Board of Directors, in the name of the Association, may bring suit for and on behalf of the Association, as representative of all members, to enforce collection of such delinquencies or to foreclose the lien therefor, as provided by law, and there shall be added to the amount due the costs of suit and the legal interest, together with a reasonable attorney's fee.

5.6 MANNER OF BORROWING MONEY. Upon the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes at a meeting called for such purpose, the Association may borrow money for Association needs and assess unit owners according to their respective percentages a charge

sufficient to cover monthly principal and interest amortization. The President and Secretary on behalf of the Association shall be authorized to execute the necessary loan documents.

5.7 MANNER OF ACQUIRING AND CONVEYING PROPERTY.

Upon the written consent of seventy-five percent (75%) or more of the unit owners, the Association may acquire land in its own name. The President and Secretary on behalf of the Association shall be authorized to execute necessary documents to effectuate the acquisition.

Upon written consent of seventy-five percent (75%) of unit owners and mortgagees portions of the Property as described in the Declaration may be sold. However, the Declaration shall be amended to reflect such sale. Proceeds of any sale shall be divided among the unit owners according to their respective percentages.

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

6.1 RULES AND REGULATIONS. The units and the common elements and facilities and limited common elements (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Incorporation, these Bylaws, and the rules and regulations of the Association, including the following:

a) USE. No unit to be occupied or used for any purposes other than a single family private residence.

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

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

d) SIGNS. No sign of any kind shall be displayed to the public view on or from any unit or the commons without prior consent of the Association.

e) ANIMALS. No reptiles or uncaged birds shall be permitted within the Condominium. A total of forty-eight (48) pet licenses shall be issued. Unit owners may keep no more than one (1) pet per Unit; provided, however, that:

(i) The pet is under twenty-six (26") inches in height when measured from the base of its fore-paw to the top of the corresponding shoulder;

(ii) The pet is not permitted on any of the Common Elements while unattended or unleashed;

(iii) The individual attending the pet immediately disposes of any and all of the pet's solid waste in the manner prescribed by the Association;

(iv) The owner of the pet complies with such rules of pet ownership as may be promulgated by the Association; and

(v) The pet must immediately and permanently be removed from the Condominium if, in the sole judgment of the Board of Directors, any pet is or becomes offensive, a nuisance or harmful in any way to the Condominium or those owning or occupying therein or otherwise violates the terms of this Paragraph 3 or rules promulgated under subparagraph (iv).

(vi) Any and all costs of repairing damage caused by a pet shall be borne by its owner. Any Unit Owner failing to comply with this Section shall, absent unusual circumstances under which the Board of Directors determines that some lesser or other remedial action is appropriate, be assessed a monthly pet fee in an amount of Five hundred Dollars (\$500.00) per month or part thereof until the owner has complied. Such pet fee may be collected in the same manner as assessments under Section 5.3.

f) NOXIOUS ACTIVITY. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein

which may be or become an annoyance or nuisance to others.

g) ALTERATION, CONSTRUCTION OR REMOVAL.

Nothing shall be altered or constructed in or removed from the common elements and facilities, except upon the written consent of the Association.

h) CONFLICT.

The above rules and regulations and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict, the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

i) REMEDIES.

Failure to comply with any of these Bylaws or any other rules, regulations, covenants, conditions or restrictions imposed by the Act, the Declaration or the Board shall be grounds for action to recover sums due for damages or injunctive relief or both, maintainable for the Association or, in a proper case, by an aggrieved member.

6.2 MAINTENANCE AND REPAIR OF UNITS.

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

6.3 LIMITED COMMON ELEMENTS.

Every unit owner must maintain the limited common elements appurtenant to his unit in clean and proper condition. No objects or structures other than approved moveable furniture or decorative pieces, shall be placed thereon without the prior written consent of the Board of Directors of the Association. Every unit owner shall have the right to decorate the limited common elements appurtenant to his unit in a nonstructural manner provided that decorations which are visible to other units or to the public shall have the prior written approval of the Board of Directors of the Association. Until all units are sold by Declarant or twenty-four (24) months after the sale of the first unit to be sold, whichever shall occur first, the Declarant shall have the sole and exclusive right to either approve or disapprove decorations, moveable furniture or other decorative pieces in the limited common elements as set forth in this paragraph. As soon as all units are sold or

the expiration of twenty-four (24) months after the sale of the first unit, whichever shall occur first, the right of approval or disapproval shall rest with the Board of Directors of the Association.

6.4 ADDITIONAL RULES AND REGULATIONS. Additional rules and regulations concerning the use of the common and limited common elements or facilities may be promulgated and amended by the Board of Directors. Copies of such rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

ARTICLE VII

GENERAL

7.1 FISCAL YEAR. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December in each year.

7.2 SEAL. The Board of Directors shall provide a corporate seal which shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE VIII

AMENDMENTS

8.1 BY MEMBERS. These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of unit owners having sixty-six and two-thirds percent (66 2/3%) or more of the votes.

8.2 RIGHTS OF DECLARANT. No amendment of these Bylaws shall alter or abrogate the rights of Declarant, without the Declarant's consent, as contained in these Bylaws. Declarant shall have the right to amend these Bylaws, at its sole discretion, until the Class B membership shall cease.

ARTICLE IX

MISCELLANEOUS

9.1 RECORD OF OWNERSHIP. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of this title to the Board of Directors, and the Secretary shall

maintain all such information in the record of ownership of the Association.

9.2 MORTGAGES. Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of this mortgagee, and shall maintain all such information in the record of ownership of the Association. The Board of Directors at the written request of any mortgagee shall furnish timely written notice of:

- A. Any condemnation loss or any casualty loss which affects the material portion of the property or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgagee, insurer or guarantor, as applicable;
- B. Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to a first mortgage held, insured or guaranteed by such mortgagee, insurer or guarantor, which may remain uncured for a period of sixty (60) days.
- C. Any lapse, cancellation or material modification of any insurance policy maintained by the Association;
- D. Any proposed action which will require the consent of a specified percentage of eligible mortgagees.

The Board of Directors at the request of any prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

The Association shall be required to make available to unit owners and mortgagees, and to holders, insurers or guarantors of any mortgage, current copies of the Declaration, Bylaws, other rules concerning the project and the books records and financial statements of the Association. "Available" means available for inspection, upon request, during normal business hours or under other reasonable circumstances.

9.3 BOOKS OF RECEIPTS AND EXPENDITURES;
AVAILABILITY FOR EXAMINATION. The Association shall keep detailed, accurate records using standard bookkeeping procedures or receipts and expenditures affecting the common elements, specifying and itemizing the maintenance

and repair expenses of the common elements and any other expenses incurred. The records and the vouchers authorizing the payments shall be available for examination by the unit owners at convenient hours.

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

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

9.5 SUBROGATION. These Bylaws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the laws of the State of Wisconsin, which shall control in case of any

conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Unit Ownership Act.

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

9.7 ASSOCIATION MAILING ADDRESS. The mailing address of the association is 1256 Towhee Trail, Port Washington, Wisconsin 53074.

- End of Bylaws -

**AUDUBON TRAILS CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION D

ARTICLES OF INCORPORATION

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ARTICLES OF INCORPORATION
OF
AUDUBON TRAILS CONDOMINIUM ASSOCIATION, INC.
(A Non-Stock, Non-Profit Corporation)

The undersigned, being a natural person over the age of twenty-one (21) years and acting as incorporator of a non-stock, non-profit corporation under the provisions of the Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes, does hereby adopt the following as the Articles of Incorporation of such corporation:

ARTICLE I

NAME

The name of the corporation shall be Audubon Trails Condominium Association, Inc.

ARTICLE II

PERIOD OF EXISTENCE

The period of existence of the corporation shall be perpetual.

ARTICLE III

PURPOSES

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

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

(b) To serve as a means through which the unit owners may collectively and efficiently administer, manage, operate and control the condominium property in accordance with the Unit Ownership Act and the Declaration; and

(c) To engage in lawful activity included in and permitted under the Unit Ownership Act and the Declaration within the purposes for which a non-stock, non-profit corporation may be organized under the Wisconsin Non-Stock Corporation Law.

ARTICLE IV

POWERS

The corporation shall have all the powers enumerated in the Wisconsin Non-Stock Corporation Law, to the extent, not inconsistent with the Unit Ownership Act, or the Declaration, or the Bylaws, including without limitation, the following:

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

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

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

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

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

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

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

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

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

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

ARTICLE V

MEMBERS

The corporation shall initially have two classes of voting membership. The designation of such classes, and the respective rights and qualifications of the two classes of membership, shall be as set forth in the Bylaws of the corporation.

ARTICLE VI

PRINCIPAL OFFICE AND REGISTERED AGENT

The location of the initial principal office shall be 1256 Towhee Trail, Port Washington, Wisconsin 53074. The name of its initial registered agent at that address is Michael W. Speas.

ARTICLE VII

DIRECTORS

The number of the directors of the corporation shall be fixed in the Bylaws, but in no event shall be less than three (3). The manner in which directors shall be elected, appointed or removed shall be provided by the Bylaws.

The number of directors constituting the initial Board of Directors shall be three (3), and the names and addresses of the initial directors are:

Michael W. Speas
1256 Towhee Trail
Port Washington, Wisconsin 53074

Steven M. Speas
1256 Towhee Trail
Port Washington, Wisconsin 53074

Laurel A. Speas
1256 Towhee Trail
Port Washington, Wisconsin 53074

ARTICLE VIII

INCORPORATOR

The name and address of the incorporator of this corporation is:

Attorney Stephen A. Hartman
Trapp & Hartman, S.C.
14380 West Capitol Drive
Brookfield, Wisconsin 53005

ARTICLE IX

STOCK, DIVIDENDS, DISSOLUTION

The corporation shall not have or issue shares of stock. No dividend shall ever be paid to members of the Association, and no part of the assets or surplus of the corporation shall be distributed to its members, directors, or officers, except upon dissolution of the corporation. The corporation may pay compensation in reasonable amounts to employees, members, directors or officers for services rendered, except as limited in the Bylaws, and may confer benefits upon its members in conformity with its purposes.

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

ARTICLE X

AMENDMENT

These Articles may be amended in the manner provided by law at the time of amendment.

**AUDUBON TRAILS CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION E

MANAGEMENT CONTRACT

JUL 05 2024

MANAGEMENT AGREEMENT

On July 1, 2024 Audubon Trails Condominium Association, Inc. (the "Association"), located at 1902-1996 Parknoll Lane, Port Washington, Wisconsin, 53074 United States and Hunt Management Incorporated, ("Agent"), located at 10520 N. Baehr Road, Suite C, Mequon WI 53092 United States, hereby enter into this Management Agreement (the "Agreement"), under which the Association hereby appoints Hunt Management Incorporated as its sole and exclusive managing agent. Agent shall perform the following services in the name of and on behalf of the Association, and the Association hereby gives Agent the authority and power required to perform these services.

1. **TERM.** This Agreement shall be effective as of September 01, 2024, and is for a 1 year term (the "Initial Term"). Upon expiration of the Initial Term, this Agreement shall automatically renew for successive twelve (12) month periods (the "Renewal Term"), unless either party gives written notice not more than ninety (90) days and not less than sixty (60) days prior to the expiration of the then current term of the Agreement of its intention not to renew the Agreement. The Management Fee, as defined below, shall increase on the first day of each successive Renewal Term by a minimum of 3.00%, or by such higher amount as approved by the Board of Directors. (*)

2. **COMPENSATION.** The compensation to which Agent shall be entitled shall consist of the following:

(a) **Recurring Routine Services.** For Recurring Routine Services, Agent shall be compensated according to the following schedule (the "Management Fee"), the current Management Fee being due and payable monthly in advance. Such compensation covers the overhead expenses of Agent, including salaries of Agent's employees (excluding the compensation for reimbursable On-Site Personnel specifically provided for in Section 9); local travel expenses to and from the Property, as defined in Section 4; fees for basic services (other than those identified in Exhibit A), which shall include financial management, as defined in Section 6; and general administration and day-to-day physical systems management. The Association shall also reimburse Agent for all other travel expenses incurred for conducting business on behalf of the Association at the then-current per-mile rate established by the IRS.

AGREEMENT PERIOD	MANAGEMENT FEE
September 01, 2024 – August 31, 2025	\$1,500.00 per month
	(*) increase locked at 3% per year for three years
Onboarding Fee: \$500	Board Meetings: Four (4) + Annual Meeting
Current Unit Count: 48	Inspections: \$100 per hour

(b) **Periodic Routine Services.** Agent shall perform certain periodic, routine services, including but not limited to mailings, photocopying, sending of registered notices to owner members of the Association (the "Owners"), and other items according to the fees set forth in Exhibit A. Changes in fees for Periodic Routine Services will become effective January 1st of each year.

(c) **Non-Routine Services.** Agent shall maintain availability for services related to certain non-routine activities, which shall be performed with the prior or implied authorization of the Association's Board of Directors (the "Board"). Non-Routine Services may include, but are not limited to, the following: research, court appearances, depositions, subpoenas, discovery, consultation with attorneys related to the Association's role as plaintiff, defendant, co defendant or witness in any action (including court appearances, depositions, and witness testimony), preparation and development of special reports, collation and/or dissemination of records and compilation of information requested by the Board, the Association's attorney, or others, insurance claim administration, and administration and enforcement of rules or other obligations of the Association or its membership.

Charges for services performed under this Section shall be at (i) rates mutually agreed upon by Agent and the Association at the time work is authorized, or (ii) hourly rates stipulated in Exhibit A then in effect. Fees for Non-Routine Services shall be recorded by Agent in an itemized form and billed on a monthly basis. Invoices shall be due and payable within ten (10) days of billing. The Association must identify any billing errors or request any adjustment to any paid bill for Non-Routine Services within thirty (30) days of receipt; otherwise, all bills shall be deemed correct and any rights to adjustments waived. Outstanding obligations to Agent fifteen (15) or more days beyond the due date will incur a monthly charge of 1.50% of the total outstanding amount due Agent, to be calculated on the first day of each month.

3. **ADMINISTRATION OF SERVICES.** Agent will provide the Association with the services described in this Agreement in a competent manner consistent with the terms of this Agreement and standard professional practices in the property management industry. Agent will use its best efforts to systematically respond to the requirements necessary to administer the Association and meet the obligations contained herein. Agent will establish its own internal methods and processes, and the Association agrees that it will not unreasonably interfere with Agent's discharge of its duties. When regarded as necessary in its professional opinion, Agent is authorized to consult with the Association's legal counsel concerning the operation of the Association. Agent does not have the authority to provide and shall not be responsible for providing legal advice to the Association regarding the interpretation or application of law.

Agent shall administer the Association's affairs in accordance with the provisions of policies adopted by the Board and this Agreement, except any changes by the Board that may have a material effect on the workload of Agent or its schedule shall have the concurrence of Agent's President in writing. The Association acknowledges that, at its sole discretion, Agent may enhance its business practice by changing its business procedures from time to time. Such changes, however, will not materially change the service or level of service provided within the scope of this Agreement and shall not result in additional charges to the Association unless approved by the Board or unless such charges are the direct result of measures required to maintain the security of the Association's funds or data, in which case Agent shall immediately advise the Board.

Agent may utilize an online portal to ensure that third-party vendors engaged on behalf of the Association comply with Agent's minimum standards of professionalism ("**Associa Vendor Access**"). Associa Vendor Access enables third-party vendors to self-manage their business information, including but not limited to W-9's and insurance certificates. Associa Vendor Access allows the Association to have access to a searchable vendor database and improved payment processing efficiency by allowing for direct upload of invoices into Agent's payment system, with the ability to monitor the payment status of all invoices. The Association acknowledges and agrees that all third-party vendors engaged to perform services or provide goods to the Association shall enroll through Associa Vendor Access.

4. **CONTRACT DOCUMENTS.** Upon commencement of this Agreement, the Association shall provide Agent with:
- (a) Specifications for the general and limited common elements (in the case of a condominium association) or common areas (in the case of a homeowners association) and its improvements (the "**Property**");
 - (b) Copies of all guarantees and warranties in effect;
 - (c) Copies of the recorded Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions and the Bylaws of the Association, as amended (collectively, the "**Founding Documents**");
 - (d) Copies of resolutions, policy statements, and rules and regulations in effect that have been adopted by the Board on behalf of the Association, including all properly executed modifications, amendments, changes, or supplements thereto issued subsequent to the execution of the Agreement (collectively, with the Founding Documents, the "**Governing Documents**"); and
 - (e) Copies of opening balances, Owner records; books of resolutions, financial reports, and Association state and federal tax returns.

The information and records provided to Agent by any source designated by the Board during the transition to Agent are deemed to be accurate and correct.

5. **LIAISON WITH THE BOARD.** The Board shall appoint a designated Director of the Board to communicate with Agent on any matter relating to the Association (the "**Liaison**"). If no Director is specifically named, the Board President shall serve as the Liaison. Notwithstanding the appointment of one or more Liaisons, Agent shall communicate with the Directors, Officers, and Committee Chairmen of the Association in the exercise of their mutual and respective responsibilities.

6. **FINANCIAL MANAGEMENT.** Agent shall assist and/or advise the Board in all matters relating to Association income of any source and expenditures of any nature, including but not limited to the following duties:

- (a) **Collections.** Agent shall use its best efforts to collect all general and special assessments as they become due and payable from all Owners as identified on the rolls initially provided Agent by the Association, and as such are changed from time to time by written notification to Agent of changes in individual ownership, and monies due from sources which are obligated to or for the benefit of the Association. Agent is not liable for ownership changes or charges to units or homes for which Agent has not been notified. The Board authorizes Agent to request, demand, collect, receive, and issue a receipt for charges, assessments, or rents due the Association which may at any time become due by way of legal process or otherwise as may be required for the collection of delinquent assessments from the Owners, except that any refunds that may be due the Association from the IRS shall be monitored and collected by the Association's independent auditor/accountant, and all communications with the IRS will be through the Association's independent auditor/accountant. All expenses related to the collection of delinquent accounts shall be an expense of the Association.
- (b) **Deposits.** The Association agrees that for uniform processing and cost efficiencies, Agent will determine the receiving post office, lockbox, and financial institution(s) into which the Association's operating funds are deposited and maintained. All of the Association's account(s) will be established and maintained in a manner to indicate Agent's custodial nature thereof. The financial institution or institutions selected by Agent shall be insured by the federal government; the account or accounts shall be in the Association's name and federal tax identification number; and the Association's funds shall not be commingled with funds of any other party. Association agrees that such financial institutions may include Partner Institutions (as defined in Section 19) and acknowledges the disclosures in Section 19 regarding Agent's relationships with such Partner Institutions. Except as otherwise directed by the Association in accordance with paragraph (e) of this Section 6, Agent will maintain Association reserves and savings in deposits or certificates of deposit with such financial institution(s) as the Board may designate, which financial institution(s) may include Partner Institutions
- (c) **Disbursements.** Agent shall cause disbursements to be made regularly and punctually. Agent shall establish and monitor its internal procedures with regard to purchase order processes, data input, schedules, and generation and disbursement of payable checks. The Association agrees that Agent may pay the Association's obligations via electronic payment methods including ePay. The Association agrees to conform to the schedules established by Agent to ensure timely payment of the Association's

obligations and effect an audit trail. Agent is authorized to effect automatic payments, which will require no further action by the Board, for disbursements consisting of: (i) any taxes payable; (ii) insurance premiums; (iii) Agent's monthly compensation for services and expenses; (iv) reimbursable payroll and benefits; (v) utilities; (vi) emergencies constituting a threat to health or safety; and (vii) other expenses that, left unpaid, could adversely impact Agent's reputation or creditworthiness.

- (d) **Financial Reports.** Agent shall maintain a record of all income and expenses, assets, and liabilities with a monthly financial statement consisting of a balance sheet, profit and loss statement, and general ledger reflecting actual versus budgeted activity on a cumulative basis from the commencement of the fiscal year until the date of the report to the Board. Agent shall not be obligated to prepare a tax return but may do so at an additional expense if requested. Agent will reconcile the Association's operating accounts on a monthly basis and will timely reconcile Association's investment accounts for which the financial institution does not issue monthly statements, upon Agent's receipt of such statements.
- (e) **Investments.** If directed by the Association, Agent will purchase negotiable instruments, certificates of deposit, treasury bills, or such other investments as the Association may specify. The Association will designate the specific investments and amounts to be purchased and, in the case of investments that are securities, the brokerage and custodial institutions through which such investments are to be executed and maintained in the name of the Association. Any investment service fees will be at the expense of the Association. Agent is not an investment or financial advisor and makes no representation to this effect, and Agent does not purport to substitute for the services of such. All risks associated with the decision to buy such financial products shall be borne by the Association.
- (f) **Annual Budget and Variances.** No less than thirty (30) days before the end of the fiscal year, Agent shall submit to the Board's Treasurer a baseline budget for the ensuing fiscal year. The current fiscal year operating budget adopted by the Board shall serve as the supporting document for the schedule of assessments of the Owners for the new fiscal year. The budget shall constitute the major control under which Agent shall operate, and there shall be no substantial deviations therefrom, excluding such expenses as utilities, taxes, fuel, license fees, insurance and other expenses not within the control of Agent, except as may be approved by the Board. Agent shall prepare a baseline budget and a final fiscal year operating budget at no additional charge. Agent shall not be responsible for variances between the budget and actual income or expenditures since the budget is an estimate to be used only as a guide and management tool. It is understood by Agent and the Association that the Association has final approval and is responsible for any omissions or revisions to its budget.

The annual budget adopted by the Board, as well as this Agreement, shall be the conclusive authorization for Agent to cause routine maintenance of the Property to be performed. Agent shall advise the Board in appropriate detail of all such maintenance in the next monthly management report and as reflected in the monthly financial statement.

7. GENERAL ADMINISTRATION. Agent shall establish internal procedures to systematically respond to service requests from the Board, Committees, and Owners, consistent with the obligations contained herein. Agent shall assist the Board in the following administrative matters:

- (a) **Files and Rosters.** Agent shall maintain records and files of information relative to the administration of the Association and will update the files as circumstances warrant, excluding routine e-mail. Electronic communications such as e-mail or voicemail will not be considered official records of the Association. Such files shall include a roster of known absentee Owners and other data necessary to properly administer the Association's affairs, to the extent that such data has been provided to Agent by the Association, closing attorneys, mortgagees, and others at the point of transfer. Should individual Owners or others not willingly cooperate with the Association or Agent in providing information necessary to maintain up-to-date records, any research cost, including internet searches, to accomplish same shall be an additional Association expense. All office records, books, and accounts maintained either at the Association's offices or in Agent's offices shall be made available for inspection, pursuant to any state regulations, by any and all Owners or their authorized representatives or contract purchasers upon reasonable notice, during regular business hours.
- (b) **Meeting Administration and Attendance.** Agent shall supervise the organization of all general membership meetings and, in particular, the Annual Meeting of the Association. Agent shall not record the minutes of any meeting. Agent shall attend up to four (4) Board meetings and all membership meetings annually. Unless otherwise agreed in advance, evening meetings will be conducted Monday through Thursday. Any meeting which exceeds two (2) hours in duration is subject to extra charges in accordance with the rates in Exhibit A.
- (c) **Expenditure Commitment Limits.** Except as otherwise provided in this Agreement, the expenses incurred by Agent for benefit of the Association shall not exceed the sum of \$1,500 for any one item of repair or replacement, unless specifically authorized by the Board or its Liaison or provided for in the approved budget of the Association, provided that emergency repairs that involve manifest danger to life or property, are immediately necessary for the preservation and safety of the Property or Owners and their guests, or are required to avoid the suspension of any necessary services to the Association, may be made by Agent irrespective of the cost limitation imposed by this Section.
- (d) **Insurance Administration.** Agent shall assist the Board and its qualified insurance broker, which Agent may designate at its discretion on behalf of the Association, in meeting the Board's obligation to acquire and maintain all forms of insurance required by the Governing Documents and as dictated by prudent business practice. The Association agrees that its qualified insurance broker is responsible for ensuring the placement of the full scope of insurance necessary for the Association's protection and as required by the Association's Governing Documents.

Agent shall diligently process all claims for which the Association is responsible. Should Agent perform the tasks of a general contractor, including, but not limited to, acting as the supervisor for construction or reconstruction activities for the Association, or should Agent act as administrator, investigator, supervisor, coordinator, processor, or follow-up for insurance losses or any other insurance claim matters on the Association's behalf, Agent shall be compensated at additional hourly rates for such services as outlined in Exhibit A or at a rate of twenty percent (20%) of the loss, whichever is greater. The compensation for this administration shall be included as part of the claim.

- (e) **Required Filings and Reports by Agent.** Agent shall prepare for execution and filing by the Association:
- (i) All forms, reports, and returns required by law in connection with unemployment insurance, disability benefits, Social Security, and other similar taxes now in effect or hereafter imposed, if any (but specifically excluding any income tax returns);
 - (ii) Resale certificates, as may be required by applicable law, following receipt of a written/electronic request together with the required fee plus postage and inspection for such;
 - (iii) Mortgage lender letters as may be required by mortgage firms, following receipt of a written/electronic request together with the required fee for such from the mortgage company or other responsible party; and
 - (iv) Other information, upon written/electronic request, associated with the sale, leasing, or financing of units/homes, as available and when requisite fees are paid.
- (f) **Computer Programs.** If Agent provides the computer program C3 or similar software for which Agent holds a license(s), implemented on-site and connected to Agent's computer network, such program shall remain the exclusive property of Agent at all times, and the Association will not take actions or introduce software or other features which may be deemed by Agent to jeopardize any part of Agent's computer network. The Association will confer with Agent before instituting any changes to the Association's network. The Association will not make changes that may cause Agent's software to be inoperable on the site or violate the security of the system or data, or cause Agent to incur additional expense to protect Agent's network, or may interfere with Agent's software requirements necessary to meet the requirements contained in this Agreement. If Agent's employees are required to respond to software or hardware issues at the Association's site that are found to be unrelated to the reliable functioning of Agent's software, an hourly charge in accordance with Exhibit A will be incurred.
- (g) **Information Processing.** Agent shall work directly with parties associated with resale processing, lender questionnaires, and other resale related services. Agent may charge such parties a fee for its work related thereto, and such fees will be the direct income of Agent. The Association shall have no right to such fees.
- (h) **Administration of Rules.** Agent, in accordance with Board-adopted policies and Exhibit A, shall inform Owners and other residents who may be in violation of the Governing Documents and shall take such actions to attempt to cure such violations as are consistent with Board policy.
- (i) **Emergency Services Program.** Agent shall establish and maintain a twenty-four (24) hour, seven (7) days a week, emergency system for communications with Owners. Emergencies include, but are not limited to, no heat, hot water or air-conditioning, electrical failure, suspected gas leaks, fire, broken water pipe or major leak, sewer back-up, property damage (i.e. storm damage, vandalism, etc.) or personal injury. Residents calling the emergency on-call service will be required to provide the Association's name, their name, and a telephone number at which they can be reached. After-hour responses to non-emergencies will be billed in accordance with Exhibit A.

8. PHYSICAL SYSTEMS MANAGEMENT. Agent shall assist the Board and/or the Association's employees and contractors in matters related to the maintenance of the Property.

Agent has no authority or responsibility for maintenance of or repairs to individual dwelling units. Such maintenance and repairs shall be the sole responsibility of the Owners. Each Owner may contract with Agent or Agent's affiliates on an individual basis for the provision of certain maintenance and other related services which will be paid for in accordance with the agreement between Agent and the Owner.

On behalf of the Association, Agent shall secure contracts for the maintenance and physical plant operation of the Property, typically through a competitive bidding process, for Board approval. Agent shall oversee these contracts to ensure the cleanliness and working conditions of all common building areas and equipment, including, as applicable, central systems, light fixtures, fire extinguishers, entry doors, common facilities and areas, etc. Agent shall make periodic inspections of all ground areas and landscaping improvements to determine whether such are receiving adequate care and maintenance. In accordance with the Association's annual budget, Agent may take reasonable steps on the Association's behalf to cure any routine deficiencies noted. Deficiencies of a serious nature will be brought to the attention of the Board.

Notwithstanding anything to the contrary contained herein or elsewhere in this Agreement, Agent shall not perform, nor be expected to perform, the services that normally would be performed by a construction manager and/or an engineer on construction projects undertaken, or to be undertaken, by the Association.

9. PERSONNEL. Agent and the Association agree that:

- (a) **On-Site Personnel.** On the basis of annual operating budgets, job standards, wage rates, and/or a plan of operation previously approved by the Board or its Liaison, Agent may directly hire, pay, train, supervise, investigate, and discharge the on-site employees who are necessary to properly maintain and operate the Association (the "On-Site Personnel"). With respect to costs and liability, such On-Site Personnel, though employees of Agent, shall be the financial responsibility of the Association,

unless specifically provided otherwise herein. The Association shall reimburse Agent for all of Agent's On-Site Personnel assigned to the Association; such reimbursement shall include salaries, taxes, payroll, benefits, workers' compensation, and Agent's administration costs. Any non-exempt employee working in excess of forty (40) hours per week will be paid at time and one-half. The Association authorizes the regular funding of employee expenses by electronic means prior to issuance of payroll in accordance with Agent's payroll and benefits schedules. There shall be no replacement personnel required during routine periods of vacation or sick leave; and

- (b) **Association Employees.** In situations where the Association has its own employees (the "Association Employees"), the Association grants Agent the authority to exercise discretion in hiring, paying, training, supervising, investigating, and discharging the Association Employees; Agent agrees that it will act within the Association's policies and guidelines when exercising this discretion on behalf of the Association. The Association shall bear any and all costs and liability with respect to the Association Employees, and all expenses associated with the Association Employees shall be paid from the funds of the Association under the Association's payroll tax identification number.

The Association recognizes that Agent is legally obligated to take reasonable measures to protect its employees from harassment. On rare occasions, those measures may include limiting communications with an Owner or member of the Board of Directors who has displayed abusive behavior, including verbal abuse, toward Agent's employee(s). The Association understands Agent's duty to address such harassment and acknowledges that Agent may limit its employees' communications, telephonic or otherwise, with any individual at Agent's sole discretion. If feasible in such a situation, the Association furthermore agrees to take reasonable measures to assist Agent in precluding recurrence of abusive or harassing behavior.

10. **AGENT'S EMPLOYEES.** Agent spends significant amounts of time and money to hire and train its employees, subcontractors, partners, officers, and co-owners (collectively, "Partners"), and those Partners of its affiliates, for the operation of this and other associations. The Association derives and benefits from Agent's experience in managing and its hiring and training procedures.

Therefore, if, during the Placement Fee Period, defined below, the Association, either directly or through another management company or similar third party, hires, retains, or contracts, in any capacity, with a past or present Partner who worked directly or indirectly with the Association during the term of this Agreement, then the Association agrees to pay a Placement Fee, which shall be equal to the greater of (i) one (1) year of the Management Fee or (ii) six (6) months of the Partner's compensation from Agent. Both parties agree that the Placement Fee is a reasonable sum due to the extensive training and tradecrafts that Agent provides, as well as expectation of the continued income and allotment of resource.

For purposes of this provision, the Placement Fee Period shall be defined as the Initial Term of this Agreement, any and all subsequent Renewal Terms, and eighteen (18) months immediately following the earlier of (i) the termination of this Agreement for any reason, or (ii) the termination of the Partner's relationship with Agent and its affiliates. In no event shall the Association be obligated to pay the Placement Fee if it hires, retains, or contracts with a party who was not a Partner of Agent or its affiliates during the eighteen (18) month period immediately preceding the termination of this Agreement.

11. **CONTRACT SUPPLIES AND SERVICES PROCUREMENT.** In matters of a routine recurring nature, Agent shall develop and maintain procurement procedures, including the creation of specifications for bids and procurement activities. Such matters may include routine cleaning, painting, decorating, plastering, and other such normal maintenance and repair work as may be necessary, subject to any changes imposed by the Board. Specifications for major capital repairs and replacements, capital improvements, or other work requiring technical assistance by other professionals shall be developed at the Association's expense. The exercise of any obligations and authority under the provisions of this Section shall be in the name of the Association.

12. **ANNUAL AUDIT.** The Association will have an annual audit performed at its own cost annually. Agent shall cooperate fully with the independent certified public accountant in the conduct of the annual audit, including making all records, books, and accounts available for their inspection and review, and any expense due to Agent by Association for the aforesaid services shall be as set forth in Exhibit A. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. The Association acknowledges that Agent cannot be responsible for any discrepancy of records that have been removed from Agent's office by the Association or its representatives prior to the conclusion of any audit.

13. **INDEMNIFICATION.** The Association, at its sole cost, agrees to indemnify, defend, and hold harmless Agent and its affiliates, and their respective shareholders, members, directors, managers, officers, employees, agents, attorneys, representatives, and assigns (individually and collectively, the "Agent Indemnitee") from and against any and all losses, damages, judgments, rulings or settlements, and all reasonable costs, expenses and attorneys' fees (collectively, "Damages"), incurred by any Agent Indemnitee related to or arising out of any and all claims or legal, administrative, or regulatory actions and proceedings and subpoenas asserted or brought against such Agent Indemnitee in connection with (a) the performance of the obligations or responsibilities of Agent under the terms of this Agreement, (b) any action taken by any Agent Indemnitee pursuant to the express or implied direction of the Association, or any act or omission taken by any Agent Indemnitee reasonably and in good faith for a purpose that was reasonably believed to be in the best interests of the Association, and (c) the operation, maintenance, physical condition, or ownership of the Property, or any alleged acts, omissions, or incidents occurring during or related to the management by Agent under this Agreement; provided, however, that the foregoing indemnification shall not extend, with respect to any Agent Indemnitee, to any Damages that are caused by such Agent Indemnitee's criminal acts, willful misconduct, gross negligence, or material breach of this Agreement by Agent. The Association's obligation to defend, indemnify, and hold harmless any Agent Indemnitee is subject to the condition that as to any particular event: (x) the Agent Indemnitee shall notify the Association in writing as soon as practicable after notice of any such claim is received, and (y) no Agent Indemnitee shall

take any steps which could prejudice the defense thereof or otherwise prevent the Association from fully conducting such defense. In the event a claim is made or an action or proceeding is brought against an Agent Indemnitee but not the Association, or legal ethical requirements would require separate counsel for an Agent Indemnitee to adequately protect its interests, the choice of such counsel shall be made by Agent, subject to the prior approval of the Association, which approval shall not be unreasonably withheld. The Association shall promptly pay the costs of such counsel. The provisions of this Section shall survive the termination of this Agreement.

14. INSURANCE. The Association will, at its sole cost and expense, maintain in full force and effect the following insurance coverages:

- (a) Comprehensive general liability coverage with limits of no less than \$1,000,000, and \$2,000,000 in the aggregate;
- (b) Umbrella or excess liability insurance with limits of no less than \$5,000,000 per occurrence and in the aggregate;
- (c) Directors and officers insurance with limits of no less than \$1,000,000 per occurrence and in the aggregate;
- (d) Fire and extended coverage for all Association Property; and
- (e) Coverage for all claims related to the employment of employees, whether those of Agent or the Association.

The Association shall name Agent as an additional named insured on the Association's policies of comprehensive general liability, umbrella or excess liability, directors and officers, and employment-related insurance, and said insurance policies will cover Agent for any and all claims and losses indemnified by the Association pursuant to this Agreement. The Association shall provide Agent with insurance certificates identifying Agent as additional named insured showing the amount of coverage to be furnished to Agent.

The Association's general liability insurance coverage and umbrella or excess liability coverage shall be the primary insurance with respect to Agent and its officers, directors, and employees. Any insurance or self-insurance maintained by Agent shall be in excess of, and not contributing with, the Association's insurance.

If the Association fails to maintain insurance coverages as specified above, Agent, at its discretion and upon written notice to the Board, will be released from this Agreement, and the Association will pay Agent an early termination payment equal to three (3) months of the Management Fee.

15. TERMINATION. This Agreement may be terminated by:

- (a) Written notice of an intent not to renew not more than ninety (90) days and not less than sixty (60) days prior to the expiration of the then current term of the Agreement;
- (b) Mutual written consent of Agent and the Association;
- (c) Delivery of written notice to the other party (the "Defaulting Party") in the event that the Defaulting Party has breached this Agreement, and the Defaulting Party's failure to cure or make diligent efforts to cure, within thirty (30) days after delivery to the Defaulting Party of such notice; or
- (d) Written notice from Agent to the Association in the event that there are insufficient operating funds to continue the operation of the Association, and continuation of such deficiency for a period of ten (10) days after such notice.

Any termination of this Agreement for any reason shall be effective on the last day of the month. Except for termination pursuant to Section 15(b) or termination pursuant to Section 15(c) where Agent is the Defaulting Party, the Association shall be responsible for all Management Fees and fees for Periodic Routine Services and Non-Routine Services through the end of the Initial Term or Renewal Term. All such fees shall be paid no later than five (5) business days prior to the termination date. Agent, in its sole discretion, shall have the right to suspend services under the terms of this Agreement after thirty (30) days of non-payment by the Association until such time as payment is received in full by Agent.

16. TRANSITION. After receipt of a Notice of Termination, or sixty (60) days prior to the expiration of the Agreement should either party elect not to renew the Agreement, and except as otherwise mutually agreed by Agent and the Association, Agent shall:

- (a) Begin the process of transition to the party identified and authorized by the Board;
- (b) Be entitled to reimbursement of costs relating to turnover of records, such as expenses for file folders, boxes, labels, etc., necessary to transition the records in an orderly manner;
- (c) Unless otherwise instructed in writing, pay all invoices for which the Association is responsible which have been received by Agent as of the date of the last routinely scheduled disbursement prior to the last day of the term of the Agreement, except for any invoices in dispute. Agent shall not be responsible in any manner for sums due others by the Association. With respect to any invoices or outstanding sums due Agent which are in dispute, a separate escrow account equal to the amount of such invoices or outstanding sums may be established by Agent from the Association's funds in order to secure payment. As to any other invoices in dispute by the Association, the Association agrees to retain ultimate responsibility to the provider of such services or goods represented by such invoice. Additionally, the Association shall bear the costs of any legal action between itself and the vendor, should such occur, and the Association shall hold harmless and defend Agent from any such obligations. Upon discharge of all obligations as herein cited, any remainder in the escrow account shall become the property of the Association; and
- (d) Arrange, at the Association's expense, for the Association's accountant to conduct a transition audit immediately following the last day of the term of the Agreement. Agent agrees to assist the auditor at no additional expense to the Association, provided the audit is initiated within thirty (30) calendar days and concluded within sixty (60) calendar days of the term of the Agreement. Thereafter, Agent shall be entitled to compensation at the hourly rates stipulated in Exhibit A for such time

as the auditor requires of Agent. Audits will be conducted in Agent's principal office, and auditors will coordinate with Agent for scheduling purposes. Agent shall be provided with a full copy of the final audit provided to the Association.

- (e) Submit to the Association copies of any outstanding invoices due and owed by the Association to Agent. Agent then is authorized to effect automatic withdrawal of an amount equivalent to one (1) month's Management Fee, which will require no further action by the Board, from the Association's financial account to be held in escrow for disbursement against any of the aforesaid outstanding invoices. Once all outstanding invoices due and owed by the Association to Agent are paid in full, any outstanding balance of funds held in escrow shall be returned to the Association.

17. DIGITAL PRODUCTS.

- (a) Within a reasonable period after the execution of this Agreement, Agent will cause an interactive digital product (the "Digital Product") to be made available to the Association that will contain information specifically related to the Association. Access to most areas of the Digital Product will be password protected, for the free and exclusive use of the Association's residents who register for this service through the Digital Product. The Digital Product will be operated and maintained by Agent or its service providers and available by hyperlink from Agent's website. The Digital Product will provide various communication tools, which may include directories, calendars, surveys, and forums. All data submitted to the Digital Product by the Association residents and all content contributed by the Association shall be the property of the Association and are hereby licensed to Agent for use in operating and maintaining the Digital Product and related services. The Digital Product and all computer programs and code used in the operation of the Digital Product, as well as all intellectual property rights therein, shall be the sole and exclusive property of Agent. Revenue generated from the Digital Product through Association-solicited advertising will be the sole property of the Association. All other revenue shall be the sole property of Agent. Association sponsored programs, including but not limited to Association Advantage, and Association Supports Kids, are not Association-solicited advertisements as contemplated by the revenue sharing language above.
- (b) The Digital Product may contain links to other websites. Use of these websites is at the user's own risk. Agent is not responsible for and does not endorse the content, products, or services of any third party websites and does not make any representations regarding their quality, content, or accuracy. Agent is not liable for the materials, information, and opinions provided on, or available through, the Digital Product (the "Site Content"). Reliance on the Site Content is solely at the user's own risk. Agent disclaims any liability for injury or damages resulting from the use of any Site Content. The Digital Product, the Site Content, and the products and services provided on or available through the Digital Product are provided on an "AS IS" and "AS AVAILABLE" basis. Agent makes no warranty or representation with respect to the quality, accuracy, or availability of the Digital Product and disclaims all warranties of any kind, express or implied, including any warranties of merchantability, fitness for a particular purpose, or non-infringement. In no event will Agent or its licensors or contractors be liable for any damages of any kind, under any legal theory, arising out of or in connection with the use of, or anyone's inability to use, the Digital Product, the Site Content, or any services provided on or through the Digital Product or any linked site, including any direct, indirect, incidental, special, consequential, or punitive damages.
- (c) Cancellation of the Digital Product requires thirty (30) days' written notice by the Association. In the event of the cancellation of the Digital Product, Agent will cause the Digital Product to be shut down. If the Association had a domain name managed by Agent, Agent will transfer the domain name to a designated Association contact at no fee.
- (d) Exhibit A sets forth the fees that shall be paid by the Association for the Digital Product.

18. **STATUS OF AGENT.** All legally binding instruments shall be executed by the Board's President, Vice President or other authorized designee unless there is an emergency or unless Agent is specifically directed in writing or by Board resolution to execute such instruments on behalf of the Association, in which case only Agent's President is authorized by Agent to execute such instruments.

19. **AGENT'S RELATIONSHIP TO OTHER ENTITIES.** As a benefit to its clients, Agent may engage in agreements with third-parties to help subsidize, reduce or eliminate costs normally incurred by the Association. Agent has various affiliations and business arrangements, including the following:

- (a) Exhibit B (as updated from time to time by supplemental disclosure, amendment or as published on Agent's website) contains a list of:
 - i. Certain entities ("**Affiliated Entities**"), as of the date of this Agreement, that may perform or deliver goods or services (other than management services) to the Association and with which Agent is affiliated.
 - ii. Certain financial institutions ("**Partner Institutions**") with which Agent has established partnerships intended to secure the provision of reliable and cost efficient banking services for Agent's client associations. Under depository services agreements with the Partner Institutions, in consideration for the maintenance of deposits by Agent's clients, the Partner Institution agrees to provide depository and commercial banking services to Agent's clients without charge and also provides the Agent with cost remuneration for any additional account maintenance costs incurred by Agent (i.e. deposit processing, transaction reconciliations, exception processing, software integrations, etc.).
- (b) Agent or its affiliates may earn a profit as a result of operating purchasing plans and programs, the purpose of which is to provide price and quality benefits to the Association and/or its residents. Purchase of any product and/or service which is part of any program or marketing plan operated by Agent or its affiliates is voluntary and is not in any manner required by the provisions of this Agreement.
- (c) Agent or its affiliates may receive fees from vendors in exchange for Agent's dissemination of marketing information about such vendors to Agent's managed associations (including the Association) and their residents.

The Association acknowledges the disclosure of the relationships, affiliations, and activities described above and agrees that such relationships, affiliations, and activities do not constitute a violation of this Agreement or a conflict of interest.

20. JURISDICTIONAL REQUIREMENTS. Agent shall take action as may be necessary to comply promptly with any and all orders or requirements affecting the Property placed thereon by any federal, state, county or municipal authority having jurisdiction over the Association. Agent shall not be obliged to take any action under the provisions of this Section in any event for which Board approval has been requested and not provided, nor whenever the Association is contesting or has affirmed its intent to contest any jurisdictional order or requirement. In the event Agent is so relieved of its obligations, the Association shall hold Agent harmless from and indemnify Agent against any and all consequences of such failure to comply.

21. NO WAIVER. Except as otherwise provided herein, no action or failure to act by either of the parties shall constitute a waiver of any right or duty according any of them under this Agreement, nor shall any such action or failure to act constitute a continuing waiver or an approval of any breach hereunder, except as may be specifically agreed in writing.

22. NO THIRD PARTY BENEFICIARIES. As stated herein, this Agreement is by and between the Association and Agent, and there are no third party beneficiaries intended by the terms of this Agreement, and no such beneficiary status shall be implied to any individual or entity other than the Association. An individual or entity's status as a member of the Association or a resident of the Property shall not confer standing to enforce the terms of this Agreement.

23. ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns. Agent shall not assign its interest under this Agreement except in connection with the sale of all or substantially all of the assets of its business or a transfer to an affiliated company. In the event of a sale, Agent shall be released from all liability hereunder upon the expressed assumption of such liability by its assignees.

24. CHOICE OF LAW. This Agreement shall be construed in accordance with the laws of the state in which the Property is located.

25. SEVERABILITY. The invalidity in whole or in part of any provision(s) in this Agreement shall not affect the validity of the remaining portions or the application of such provisions in different circumstances.

26. NOTICES. All written notices required under the Agreement shall be in writing and mailed by Certified Mail, Return Receipt Requested, or by receipted hand delivery to the addresses provided at the end of the Agreement. Notice shall be effective upon delivery, except for notice of change of address which shall be effective upon receipt.

27. AMENDMENTS. Except as otherwise provided herein, any and all amendments, additions, or deletions to this Agreement shall be null and void unless in writing and signed by both a duly authorized representative of Agent and a duly authorized representative of the Association.

28. ENTIRE AGREEMENT. This Agreement supersedes any and all understandings and agreements between the parties prior to this Agreement and contains the entire agreement of the parties. No oral or written statements whatsoever prior to the execution hereof shall be considered a part hereof.

29. SIGNATURE. The manual signature of either party that is transmitted to the other party by facsimile or PDF shall be deemed for all purposes to be an original signature. Either party that delivers a signature page by facsimile or PDF agrees to deliver an original, manually-signed counterpart of such party's signature page to the party who requests it promptly after receipt of such request.

Signature page follows.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

ASSOCIATION:

Date: 7/1/24

By: *Jina Van Ess*

Name: JINA VAN ESS

Title: PRESIDENT

Address: 1902-1996 Parknoll Lane, Port Washington,
Wisconsin, 53074 United States

Date: 7/1/24

By: *Monica Taylor*

Name: Monica Taylor

Title: Treasurer

Address: 1902-1996 Parknoll Lane, Port Washington,
Wisconsin, 53074 United States

Date: 7-1-24

By: *Andrea Maehl-Dank*

Name: Andrea Maehl-Dank

Title: Sec.

Address: 1902-1996 Parknoll Lane, Port Washington,
Wisconsin, 53074 United States

Date: _____

By: _____

Name: _____

Title: _____

Address: 1902-1996 Parknoll Lane, Port Washington,
Wisconsin, 53074 United States

AGENT:

Date: July 1, 2024

By: *Jeffrey S. Hunt*

Name: JEFFREY S. HUNT

Title: PRESIDENT

Address: 10520 N. Baehr Road, Suite Q, Mequon WI 53092
United States

2024 Standard Exhibits A&B

Exhibit A

Itemized Charges for Administrative Ancillary Expenses and
Periodic Routine Services

ASSOCIATION: Audubon Trails Condominium

Item	Charge
New Client Set Up Fee	\$500.00 / (Full Service)
Electronic Data Storage (Statute 703.20 Compliance)	\$0.15 per home per month - Minimum of \$7.50/month
Records Storage	\$4.00 per box per month
Replacement Coupon Booklets (special, off season)	\$10.00 per booklet
Black & White Copy / Scanned Document	\$0.25 per page
Color Copy	\$1.00 per page
Fax Transmission	\$1.00 per page
Envelope (various sizes and types)	\$0.30 each - \$1.00 each
Label (Various Sizes)	\$3.00 each sheet (min.)
Postage	Direct Cost / Metered Rate
Manual Check Deposit	\$3.00 each
Billing Statement	\$3.50 per statement plus postage
E-Statement	\$1.00 per statement
1099 / 1096 Forms (required for all non-incorporated vendors who invoice the association more than \$600 in a calendar year)	\$35.00 set up, \$15.00 per each
Other Office Supplies Cost	At Cost
Violation Letter Preparation	\$5.00 per letter plus copy, envelope and postage cost
Community Mailings (folding, stuffing, etc.)	\$0.25 per piece plus supplies (No charge for Annual Meeting & Budget Mailings)
Use of Agent's Credit Card For Purchases (optional service)	3% of Charge
Termination Off Boarding Fee	N/A

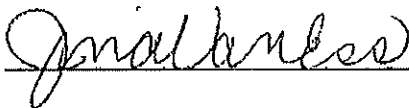
Alternative Services	
Loan Placement Fee (negotiation/securing loan)	1% of loan if utilized
Meeting Attendance	\$100.00 per hour per person if exceeds contract
CAM Hourly Rate	\$100.00 per hour if exceeds contract obligations
Administrative Hourly Rate	\$60.00 per hour if exceeds contract limit
Maintenance Tech Rate (optional service)	\$60.00 per hour

Payroll Processing & Benefits Administration & Employee Screening

<p><u>Payroll Processing—Onsite Personnel – If Applicable</u> Includes 941 tax filings, regulatory filings & W-2's, federal and state taxes, workers' compensation insurance, payroll processing expense, Cobra administration and other governmental reporting requirements and related overhead costs and liability insurance.</p>	<p>Total Cost Plus 10% - Administrative Total Cost Plus 12% - Maintenance</p>
<p><u>Benefits Administration— Onsite Personnel – If Applicable</u> All full-time employees (40 hours/week) are entitled to a group medical and life insurance program which goes into effect on the first day of the month following 30 days of employment.</p>	<p>\$600.00 per month for all full-time billable onsite Personnel *Estimated 2024 rate. Actual rate may vary year to year</p>
<p><u>Health Savings Account Contribution – Onsite Personnel</u> Certain medical plans offered by Associa come with a Health Savings Account. Contributions are made Semi-annually in January and July of each year.</p>	<p>\$250.00 per contribution per employee *Estimated 2024 contribution rate. Actual rate may vary year to year.</p>
<p><u>Employee Screening Costs— Onsite Personnel</u> County and state criminal background, drug screen, motor vehicle report, social security report, etc.</p>	<p>Direct cost</p>
Special Services	

Additional services are provided as may become available at the prevailing rate or as mandated by law. All fees listed on this document are subject to reasonable change, from time to time, without prior notice. However, Agent may provide a courtesy notification via regular mail, facsimile or e-mail to the Board President or the Liaison.

Association: Audubon Trails Condominium Association, Inc. **Date:** 7/1/24

By:  **Name:** TINA VAN ESS

Agent: Hunt Management Incorporated **Date:** July 1, 2024

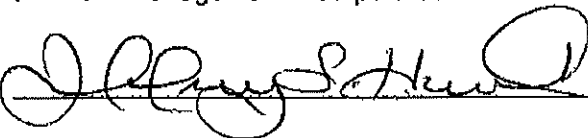
By:  **Name:** Jeffrey S. Hunt

Exhibit B

Affiliated Entities

Advanced Technology Group, Inc.
Amtek Engineering Services, LLC
Architectural Review Corporation
Associa Abstract Services, Inc.
Associa Advantage, Inc.
Associa Client Shared Services Center, Inc.
Associa Community Watch
Associa Developer Services, Inc.
Associa Digital Services, Inc.
Associa Financial Solutions, Inc
Associa Green
Associa OnCall
Associa Supports Kids
Association Capital Advisors
Associations Insurance Agency, Inc.
Avid Xchange, Inc
Comdata
Community Archives, Inc
Community Policyholders
HOA Collection Services, Inc.
HOAM Ventures, Inc.
Lincoln Hancock Restoration, LLC
Lincoln Hancock Restoration, LP
Optimal Outsource, Inc.
PayLease
Platinum Title Services, LLC
TownSq
Urjanet

Partner Institutions

Alliance Association Bank
Bank United
CIT Bank
City National Bank
Enterprise Bank & Trust
First Associations Bank
Harmony Bank
New First Bank
Mutual of Omaha Bank
Pacific Premier Bank
Pacific Western Bank
Union Bank

This Exhibit B shall be updated from time to time by supplemental disclosure, amendment or as published on Agent's website and shall be deemed to include such updates.

Association: Audubon Trails Condominium Association, Inc. **Date:** 7/1/24

By: Jina Vaness **Name:** JINA VAN ESS

Agent: Hunt Management Incorporated **Date:** July 1, 2024

By: Jeffrey S. Hunt **Name:** Jeffrey S. Hunt

**AUDUBON TRAILS CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION F

ANNUAL OPERATING BUDGET

**AUDUBON TRAILS CONDOMINIUM
ASSOCIATION, INC.**

DISCLOSURE MATERIALS

SECTION G

RULES & REGULATIONS

RULES AND REGULATIONS
FOR
AUDUBON TRAILS CONDOMINIUM ASSOCIATION

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INTRODUCTION

In accordance with the Declaration of Condominium and By-Laws of Audubon Trails Condominium Association, the following rules and Regulations governing our community have been developed.

Fines and penalties may be levied for failure to comply with these Rules and Regulations as prescribed in Article V, Section 5.2 of the By-Laws.

The Rules and Regulations outlined explain the policies and guidelines established by the Board of Directors of Audubon Trails Condominium Association to help protect and provide a peaceful environment for our community. It is the responsibility of the board of directors to administer and enforce the rules. However, it is the responsibility of each resident to cooperate and adhere to the rules of the Condominium and residents are encouraged to report any violations of these rules to the Executive Board.

Landscaping

A. Conditions for Unit Owner Plantings.

1. All plantings, except annuals, require the advance approval of the executive Board.
2. All plantings are subject to review by the Executive Board upon complaint of any Unit Owner. The Association has the right to require an owner to remove plantings at any time upon written notification to that effect and the Unit Owner shall be responsible for restoring the landscaping to its original condition.
3. The Unit Owner shall be responsible for maintaining his/her own plantings, including but not limited to flower beds, at all times. If said plantings are not maintained in a timely fashion, the Association has the right to have work done.

4. Unit Owner shall be responsible for restoring the planting to its original condition if directed by the Executive Board to do so.

B. Grade

No change in the grade of any portion of the landscaping, including but not limited to lawns and flowerbeds, may be made without prior consent of the Executive Board.

2. Motor Vehicles

- Motor Vehicles, except commercial motor vehicles, shall be parked in Unit Owner's garage or in surface lot area, including motor vehicles of guests and business invitees of Unit Owners.
- No unregistered or inoperable vehicles shall be moved onto or kept on Association property.
- No motor vehicle may be disassembled, nor major repairs made on Association property. This includes but is not limited to engine overhauling, exhaust system repairs, brake lining repairs and body work. Under no circumstances may cars be left unattended while on jacks or blocks.
- No vehicle shall be parked in such a manner as to impede or prevent ready access to garages, ramps or mailboxes.
- Handicap placards/license plates must be visible and on vehicles parked in handicap spaces at all times.
- Vehicles, including but not limited to moving vans, may not be driven onto Association lawn areas without prior consent of the Board. The Unit owner shall be responsible for the expense of restoring the landscaping or common area to its original condition if any damage occurs.
- The speed limit on the Association property is 15 mph

- No tent, camper trailer, automobile trailer or other movable or portable structure shall be used or permitted on the premises; and any such vehicles or structures, as well as boat trailers, boats, garden tractors and other tools or power equipment will be stored in a garage for any period exceeding five (5) days without prior consent from the Executive Board.
- No commercial vehicles shall be kept upon or in front of said premises except in connection with the servicing and maintenance of said premises; however, one such commercial vehicle may be stored in any enclosed garage.
- Vehicles in violation of this section may be towed at owner's expense.

3. Animals

- One pet license per unit
- Any permitted pets must, at all times, be accompanied and under the full control of their owners in any portion of the common areas or limited common areas.
- Any permitted dogs must be leashed at all times.
- All dog owners must pick up their pet's waste immediately.
- Unit owners shall be responsible for all damages to Association property caused by pets, they their children, tenants, or guests own, keep or bring onto Association property.

4. Modifications

A. Additions, Alterations, Improvements

1. No Unit Owner shall make any structural addition, alteration or improvement to any building, nor shall he/she paint or otherwise decorate or change the appearance of any portion of the exterior of any building without prior written consent of the Executive Board, except as provided for in these Rules and Regulations.

B. Storm/Screen Doors and Storm Windows

2. Only windows and doors which meet the style and color approved by the Executive Board may be installed. The Unit Owner shall be responsible for any damage resulting from the installation and for maintenance and/or restoration to original condition and for any damage to the existing structure directly attributable to the addition.

C. Painting

Front doors, patios, and balconies may be repainted their existing color, providing the paint color and type approved by the Executive Board is used.

D. Front Door Hardware

Drop locks, peepholes and door knockers of a non-ornamental type may be affixed to the front door with prior approval of the Executive Board. The Unit Owner shall be responsible for any kind of damage resulting from the installation, and for the maintenance and/or restoration to original condition.

E. Patios/Balconies

Grills of any kind are prohibited on 2nd floor balconies. Per NFPA Code 1 - 10.11.6. All grills must be pulled away minimum 5 ft from the patio's when grilling.

- No Unit Owner shall perform plumbing work that should otherwise be done by a licensed contractor. Wisconsin Code 145.06(1)(a) (a) **No person may engage in or work at plumbing in the state** unless licensed to do so by the department.

5. Use of the Common Areas

- There shall be no obstruction of the common area nor shall anything be stored in the common area without prior consent of the Executive Board, except as provided for in these Rules and Regulations.
- Damage to the common area caused by the actions of a Unit Owner or the actions of his/her children, pets, guests or tenants or the actions of the children, guests or pets of his/her tenants, shall be repaired or replaced at the expense of the Unit Owner.
- No clothes, sheets, blankets, towels or laundry of any kind, or other articles shall be hung out or exposed on any part of the common area. The common areas shall be kept free and clear of Unit Owners' personal property, rubbish, debris, litter and other objectionable matter.
- Bicycles, toys, boats, and other outdoor equipment may not be left in the surface lot, sidewalks, or lawn areas overnight or indiscriminately strewn over the common area at any time.
- All unit owner cars including guests must be parked in the garages or off-site during snow incidences to facilitate salting and plowing.
- Garage walkways leading to the back of all buildings are closed off during the winter and will be designated by orange cones.

6. Miscellaneous

A. Noxious Activity

1.

-No slamming of appliances, doors, cabinetry, or drawers.

-No screaming/yelling, music/TV or other noise emitted from any person or object (be it organic, mechanical, electronic or otherwise) that

is sufficiently loud such that the neighboring unit can make out the individual words/lyrics/language being emitted from the offending unit.

-No running the garbage disposal before 7:00 AM or after 10:00 PM.

-No showing up to Board members' homes.

-No moving large furniture before 7:00 AM after 10:00 PM

-No vacuuming past 10:00 PM

2. The Executive Board will only involve itself when two or more Unit Owners file a complaint.

B. Construction Hours

Construction shall take place during the week and weekend between approved hours. Monday through Friday 8:00 AM to 6:00 PM. Saturday 9:00 AM to 5:00 PM. No construction of any kind on Sunday or holidays.

C. Quiet Hours

Quiet hours shall begin Sunday Through Thursday 7:00 AM-9:00 PM Friday and Saturday 7:00 AM to 10:00 PM.

D. Outside Attachment to Building

The Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building, except as provided for in these Rules and Regulations, and no signs shall be affixed to or placed on the exterior walls or roofs or any part thereof, without the prior consent of the Executive Board.

E. Signs / For Sale / For Rent / Other

No sign shall be displayed to the public view on or No "For Sale/For Lease" signs shall be placed in the windows. No signs of any type shall be placed on the

common area, or so as to be visible from the common area, without the permission of the Executive Board or by court order.

F. Trash and Recycling

1. There shall be no batteries, flammable liquids, exercise equipment, mattresses or furniture placed inside or near trash receptacles.
2. All cardboard boxes must be broken down.
3. No plastic bags can be placed inside the recycling receptacle.
4. Any additional recycling or trash including construction waste must be disposed of or recycled off-site.
5. No Unit Owner shall place their trash or recycling bags/items outside of the trash or recycling receptacles.

G. Seasonal Decorations

1. Seasonal decorations, including decorative lights, are permitted on the balconies of the units, providing this is done in a manner not to cause damage.
2. Seasonal decorations should be removed promptly after the appropriate holiday.
3. All decorations are subject to review by the Executive Board upon complaint of any Unit Owner. The Association has the right to require any owner to remove any decorations upon written notification to that effect.
4. Decorations on the common area, other than the patios or balconies of the units, require advance approval of the Executive Board and will be considered on individual merit.

H. Smoke Detectors & Carbon Monoxide Detectors

Unit Owners shall install and maintain in good operating condition, smoke detectors & Carbon Monoxide Detectors, as required by law, in each unit, the Unit Owner shall be responsible for keeping the smoke detector(s) operable at all times.

I. Mandatory Inspections

1. All Unit Owners are required to participate and make available their unit for inspection on date provided annually.
2. All Unit Owners are required to allow all Associations' vendors to inspect their units including sprinkler systems, sprinkler heads, or for any safety concern.

J. Renting

No Unit Owner shall rent out their units without prior written approval from the Executive Board.

K. Communications

Units Owners are responsible for reading all communications and directives sent by the Association, including mail and electronic mail. Failure to open communications or directives will be the sole responsibility of the Unit Owner.

L. Enforcement of Rules and Regulations

The Executive Board after a Violation Notice may fine Unit Owners for any violation based upon Executive Board's monetary discretion provided for in these Rules and Regulations. Unit Owners will be assessed a \$25 fine per day for late fees until such violation is corrected and/or fee is paid. For repeat offenses, Unit Owners' fines may compound.