


# EXECUTIVE SUMMARY


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

**Condominium Name:** Hidden River Condominium


## How is the condominium association managed?

- ◆ What is the name of the condominium association? Hidden River Condominium Association, Inc
- ◆ What is the association's mailing address? 16655 W. Bluemound Rd #170 Brookfield, WI 53005
- ◆ How is the association managed? ☐ By the unit owners (self-managed) ☐ By a management agent or company ☒ By the declarant (developer) or the declarant's management company
- ◆ Whom should I contact for more information about the condominium and the association? Andrea Palmisano (management agent/company or other available contact person)
- ◆ What is the address, phone number, fax number, web site & e-mail address for association management or the contact person? 16655 W Bluemound Rd #170, Brookfield, WI 53005  
262-786-8286 (o) 262-786-7375 (f) andreap@palmisanocompanies.com

 For specific information about the management of this association, see \_\_\_\_\_


## What are the parking arrangements at this condominium?

- ◆ Number of parking spaces assigned to each unit: \_\_\_\_\_ How many Outside? \_\_\_\_\_ How many Inside? 2-4  
☐ Common element ☐ Limited common element ☐ Included as part of the unit ☐ Separate non-voting units ☒ Depends on individual transaction [check all that apply]
- ◆ Do I have to pay any extra parking fees (include separate maintenance charges, if any)? ☒ No ☐ Yes, in the amount of \$ \_\_\_\_\_ per \_\_\_\_\_ ☐ Other (specify): \_\_\_\_\_
- ◆ Are parking assignments reserved or designated on the plat or in the condominium documents?  
☒ No ☐ Yes - Where? \_\_\_\_\_ Are parking spaces assigned to a unit by deed? ☒ No ☐ Yes Can parking spaces be transferred between unit owners? ☒ No ☐ Yes
- ◆ What parking is available for visitors? Unit owner's driveway & street parking
- ◆ What are the parking restrictions at this condominium? 2-4 car attached garage must be built during construction of each unit

 For specific information about parking at this condominium, see page 16 paragraph 11 of Declaration

## May I have any pets at this condominium?

- ◆ ☐ No ☒ Yes - What kinds of pets are allowed? \_\_\_\_\_
- ◆ What are some of the major restrictions and limitations on pets? \_\_\_\_\_

 For specific information about the condominium pet rules, see page 14 paragraph 3 of Declaration

**May I rent my condominium unit?**

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- ♦ ☐ No ☒ Yes - What are the major limitations and restrictions on unit rentals? \_\_\_\_\_



For specific information about renting units at this condominium, see page 14 paragraph 2 of Declaration

**Does this condominium have any special amenities and features?**

- ♦ ☒ No ☐ Yes - What are the major amenities and features? \_\_\_\_\_

- ♦ Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course? ☒ No ☐ Yes - What is the cost? \$ \_\_\_\_\_



For specific information about special amenities, see \_\_\_\_\_

**What are my maintenance and repair responsibilities for my unit?**

- ♦ A Unit Owner must maintain and repair the interior and exterior of their own home including but not limited to roofing, painting, windows, brick, stone, siding and stucco repairs, etc.



For specific information about unit maintenance and repairs, see page 10 paragraph 1 & page 11 paragraph 6 of the Declaration & page 9 section 1 of the By-Laws

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

- ♦ Common element maintenance, repair and replacement is performed as follows: Common area lawn maintenance and snow removal is performed by landscape and/or snow removal contractor pursuant to contracts reviewed yearly.
- ♦ How are repairs and replacements of the common elements funded? ☒ Unit owner assessments ☐ Reserve funds ☐ Both ☐ Other (specify): \_\_\_\_\_
- ♦ Limited common element maintenance, repairs and replacement is performed as follows: \_\_\_\_\_

- ♦ How are repairs and replacements of the limited common elements funded? ☐ Unit owner assessments ☐ Reserve funds ☐ Both ☐ Other (specify): \_\_\_\_\_



For specific information about common element maintenance, repairs and replacements see pgs 4-6 Art VII of Decl, pgs 8-9 paragraphs 3-4, pg 10 paragraph 2, pg 11 paragraph 5, pg 12


**Does the condominium association maintain reserve funds for the repair and replacement of the common elements?** ☐ Yes ☒ No **Is there a Statutory Reserve Account (\*see note on page 3\*)?** ☐ Yes ☒ No

For specific information about this condominium's reserve funds for repairs and replacements, see \_\_\_\_\_

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


- ♦ Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units? ☐ Not applicable (no developer-owned units) ☐ No ☒ Yes - In what way?  
Owners of unbuilt unit pay \$35.00/month  
Owners of built unit pay \$200.00/month

- ♦ Are there any special provisions for the payment of assessment fees that apply only during the developer control period? ☐ No ☒ Yes - Describe these provisions: \_\_\_\_\_

 For specific information about condominium fees during the developer control period, see **page 13 paragraph 6 of the Declaration**


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

- ♦ ☒ No ☐ Yes - How many additional units may be added through expansion? \_\_\_\_\_ units
- ♦ When does the expansion period end? \_\_\_\_\_
- ♦ Who will manage the condominium during the expansion period? \_\_\_\_\_

 For specific information about condominium expansion plans, see \_\_\_\_\_


**May I alter my unit or enclose any limited common elements?**

- ♦ Describe the rules, restrictions and procedures for altering a unit: \_\_\_\_\_
- ♦ Describe the rules, restrictions and procedures for enclosing limited common elements: \_\_\_\_\_

 For specific information about unit alterations and limited common element enclosures, see **pages 10-11 paragraphs 3, 4 & 7**

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

- ♦ Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.

 For specific information about condominium document amendment procedures and requirements, see **pgs 3-4 Art V, pgs 21-22 Art XIX of Decl. & pg 11 Art IX of the By-Laws**

**Other restrictions or features (optional):** \_\_\_\_\_

This Executive Summary was prepared on July 1, 2007 (insert date)  
by Andrea Palmisano, manager (state name and title or position).

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

# **Hidden River Condominium Board**

## **Executive Summary Addendums**

### **Addendum I.**

10/15/09 Unanimous vote at annual meeting that no home can put up a fence around their property nor any pool. The only permitted fence is an invisible fence allowed buried in the ground for dogs.

### **Addendum II.**

10/15/10 No sheds or other detached structures that are enclosed are not allowed.

### **Addendum III.**

12/01/15 Board of Directors met and animously voted in an increase of lot dues to \$200.00 per month to align with all other Condo members' dues.

Contact info

Hidden River President

President

David Charney mobile (414) 628-3525 email Dhuntc70@yahoo.com

740659

DECLARATION OF CONDOMINIUM

U1630P508

Document Number

Document Title

RECORDED

2003 FEB 10 AM 9:50

Ronald H. Vangt  
REGISTER OF DEEDS  
OZAUKEE COUNTY, WI

Recording Area

Name and Return Address

Columbia New R.R.  
16655 W. Bluemound Rd  
Brookfield, WI 53005-5937  
Ste. 17C

\$115

15-018-13-000.00 \*

Parcel Identification Number (PIN)

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



## DECLARATION OF CONDOMINIUM OF HIDDEN RIVER CONDOMINIUMS

THIS DECLARATION is made and entered into by Columbia Development LLC, a Wisconsin limited liability company (the "Declarant"), pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act").

### WITNESSETH:

Declarant owns certain real property (the "Property"), described on Exhibit A appended hereto. Declarant intends to improve the Property by the construction of a total of forty-six (46) single family buildings (the "Buildings"), together with certain other improvements in connection therewith. The Property, together with all buildings and improvements, is hereinafter called the "Condominium".

Declarant intends by this Declaration to submit the Property and improvements to the condominium form of ownership under the Act, and further desires to establish, for its own benefit and that of all future owners and occupants of the Condominium, certain easements, rights, restrictions, and obligations with respect to the ownership, use, and maintenance of the Condominium on the terms and conditions hereinafter set forth.

The name of the Condominium shall be "Hidden River Condominiums." The address of the Condominium is as set forth on attached Exhibit C.

NOW, THEREFORE, Declarant, the fee owner of the Property, by this Declaration hereby (i) submits the Property and the improvements subject to taxes and assessments not yet due and payable, municipal and zoning ordinances, recorded easements and restrictions, if any, and all other matters of record, to the condominium form of use and ownership as provided in the Act and this Declaration; (ii) establishes and imposes the following provisions, restrictions, conditions, easements, and uses to which the Condominium may be put; and (iii) specifies that the provisions of this Declaration shall constitute covenants to run with the land and shall be binding on Declarant, its successors and assigns, and all subsequent owners and occupants of all or any part of the Condominium.

### ARTICLE I DIVISION OF CONDOMINIUM INTO SEPARATE FREEHOLD ESTATES

Declarant divides the Condominium into the following separate freehold estates:

1. Forty-six (46) separately designated and legally described freehold estates

(collectively called the "units" and individually called a "Unit"), consisting of the spaces, areas, or improvements contained within the boundaries of each such Unit as described on Exhibit D.

2. An undivided interest in the "Common Elements" of the Condominium as hereinafter described.

## ARTICLE II DESCRIPTION AND LOCATION OF UNITS

The Unit and other improvements are shown on the site map and survey appended hereto as Exhibit B., each consisting of a parcel of land

The respective addresses of the Units are described on Exhibit C appended hereto.

Each Unit shall be separately metered for utilities. Trash and snow management, general landscaping, and maintenance of all common areas shall be common expenses of the Condominium.

## ARTICLE III DESCRIPTION OF COMMON ELEMENTS

The Common Elements shall consist of all of the Condominium improvements, areas, fixtures, equipment, and facilities except the individual Units.

## ARTICLE IV PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS

1. Ownership. The ownership of each Unit shall include a 1/46th undivided interest in the Common Elements.

2. Sharing of Expenses and Surpluses. The common surpluses and expenses of the Condominium relating to Common Elements shall be shared among the owners of all Units according to the percentage of their undivided interest in the Common Elements.

3. Use of Surpluses. All common surpluses of the Condominium for each fiscal year of the Association shall be credited to the reserves or replacement funds for common expenses of the Condominium for the next succeeding fiscal year or years in accordance with the percentage of undivided interest of each Unit Owner in the Common Elements as aforesaid.

ARTICLE V  
ASSOCIATION OF UNIT OWNERS

1. Administration. The Condominium shall be administered by a non-profit corporation known as Hidden River Condominium Association, Inc. (the "Association"). The Association shall be governed by a Board of Directors (the "Board of Directors"). The Board of Directors shall adopt By-Laws and Rules and Regulations in furtherance thereof.
2. Membership and Voting. Each Unit Owner shall be a member of the Association. One (1) vote shall appertain to each Unit. Membership shall commence and terminate with ownership. The manner of sharing and casting ballots shall be set forth in the By-Laws.
3. Declarant Control. Notwithstanding the voting rights granted to Unit Owners under this Declaration, Declarant shall have the right to appoint and remove directors of the Association as provided in the By-Laws during the period of Declarant control. The "Period of Declarant Control" shall be the period beginning on the date that the first Unit is conveyed by Declarant to a Purchaser and ending upon the first to occur of the following:
  - a. three (3) years after the beginning date, or
  - b. thirty (30) days after the first date on which seventy-five percent (75%) of the Units in the Condominium have been conveyed by the Declarant to Purchasers, or
  - c. any other date hereafter specified by the Declarant, in a written notice delivered to the Association, as the date of expiration of the period of Declarant Control.
4. Association Management. Subject to Article XVII, Rights of Declarant, the Board of Directors may employ a professional property manager, management company, or managing agent on a salaried basis with such experience and qualifications and on such terms and conditions as may be acceptable to the Board of Directors. Any such agreement must be terminable without fee upon no more than ninety (90) days notice and the term thereof may not exceed three (3) years.
5. Condominium Instruments. The Association shall make available to Unit Owners and to holders, insurers, or guarantors of any mortgage of a Unit, current copies of this Declaration, the By-Laws, Rules and Regulations 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. "Mortgage" as used in this Declaration includes a land contract for a Unit.



6. Audit. The holders of any first mortgage shall be entitled, upon written request, to an audited financial statement for the immediately preceding fiscal year of the Association prepared at the expense of such mortgagee. Such financial statement shall be furnished within a reasonable time following such request. A "first mortgage" is one which is entitled to priority over all other mortgages for such Unit, without regard to other liens and encumbrances.

7. Easements. The Association shall have the right to grant permits, licenses, and easements over the Common Elements for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium, on such terms and conditions as the Board of Directors may deem advisable. Such easements may include easements for walkways, jogging trails, or bike paths which are available for use by residents of adjacent lands owned or controlled by Declarant on the date hereof.

#### ARTICLE VI SINGLE FAMILY USE: GENERAL RESTRICTION

1. Each unit shall be used solely for residential purposes by one family. The term "residential purposes" shall include only those activities necessary for or normally associated with the use and enjoyment of a home site as a place of residence and limited recreation.

2. Only one home may be constructed on each unit and no garage, tent, or other improvement (except for the home) shall be used for temporary or permanent living or sleeping for family or guests without the prior approval of the Board.

3. No unit shall be used in whole or in part for conducting any unlawful activity or for any unlawful purpose. No noxious odors or loud noises shall be permitted to escape from any home or unit nor shall any activity be permitted or engaged in which constitutes a public or private nuisance.

#### ARTICLE VII DEVELOPER LANDSCAPING; LANDSCAPING PRESERVATION AGREEMENT; BIKE PATH EASEMENT; MAINTENANCE

1. Developer Landscaping. In order to preserve the natural amenities of the Condominium and to provide for the enhancement of property values for the benefit of the property as a whole and for the benefit of each Unit Owner, Developer intends to install landscape improvements as shown on the Hidden River Landscape Plan. The Developer Landscaping may include various hedge and screen plantings, berms, trees, shrubbery

and related landscaping which are to be constructed by Developer in certain areas. The landscape plan also includes the construction of improvements and landscaping for the entranceway as shown on the plans and specifications of Hidden River. Developer reserves the right to change the Developer Landscaping, in its sole discretion.

(a) The Association shall be responsible for maintaining and repairing the Developer Landscaping. Such responsibility shall include, but is not limited to, the seeding and watering and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery so as to maintain the Developer Landscaping in an attractive condition consistent with the original design of Developer Landscaping.

(b) The Association shall be responsible for maintaining and repairing the Entry Landscaping, the tree preservation areas of the Landscape Preservation Agreement, Common Elements, and Bikepath Easement. Such responsibility shall include, but is not limited to, the seeding, watering and mowing of all lawns, the pruning, cutting and replacement of all trees and shrubbery so as to maintain these areas in an attractive condition consistent with the original design of the Entry Landscaping and the Tree Planting Plan. An irrevocable right and easement is hereby granted for the benefit of the Association to enter onto Units to obtain ingress and egress necessary to maintain and make repairs to the Entry Landscaping and Tree Planting Plan. The costs of such maintenance and repairs will be levied by the Association equally against all Unit Owners, other than the Developer, as a General Assessment pursuant to Section 3.10 hereof.

2. Landscape Preservation. The Developer has entered into a Landscape Preservation Agreement with the City of Mequon, which requires, among other things, that certain areas of the Development be preserved for the planting of trees. The tree preservation areas are depicted on the Street Tree Planting Plan attached to the Landscape Preservation Agreement. The terms, provisions, and obligations of the Landscape Preservation Agreement, which is attached as Exhibit E, are incorporated into these restrictions. This Declaration hereby grants an easement upon, across, over, and through all of the Units and Common Areas of the Development to establish the tree preservation areas of the Condominium and allow the Developer and the Association and/or its agents ingress and egress in order to accomplish the purpose and to perform the terms of the Landscaping Preservation Agreement. No Unit Owner shall cut or remove any trees located in the tree preservation areas of the Landscape Preservation

Agreement easement. The maintenance, care and replacement of the original trees planted pursuant to the Landscape Preservation Agreement shall be the responsibility of the Association beginning one year after planting. The Association shall not be responsible for trees planted in the tree preservation areas, which are not part of the original plantings required under the Landscape Preservation Agreement. The Association shall be responsible for compliance with the Landscape Preservation Agreement.

3. Bike Path Easement. The plat of Hidden River depicts certain bike paths located as shown on said plat. This Declaration hereby grants an easement upon, over, across, and through those portions of the Development where the bike path is located as depicted on the plat (herewith "Bike Path Easement"). The Bike Path Easement shall be used for pedestrian and bicycle traffic. The Bike Path Easement shall be maintained by the Association, including, but not limited to asphalt repair and replacement.

#### ARTICLE VIII. CONSTRUCTION OF IMPROVEMENTS BY UNIT OWNER

1. Conveyance of Units. Declarant may convey undeveloped Units. Each owner of an undeveloped Unit shall construct a home on such undeveloped Unit that conforms with the requirements of this Declaration and to a construction plan approved by the Declarant (the "Approved Plan"). Any subsequent alteration or modification to such Approved Plan must be approved in writing by the Declarant or his successors or assigns prior to construction. The Declarant or the Association shall have the right to bring an action at law or equity to remove or correct any part of a home constructed by a Unit Owner which is not in compliance with the requirements of this Declaration, the Approved Plan, or any approved alteration thereof.

2. Declarant's Right to Repurchase Undeveloped Units. By acceptance of a Deed for an undeveloped Unit, each owner of an undeveloped Unit covenants to commence construction of a home in accordance with the following time table (the "Construction Schedule"): each such Unit Owner shall commence construction of a home within eighteen (18) months after the date of the initial conveyance of the undeveloped Unit by Declarant to each such Unit Owner (the "Initial Conveyance Date"), and shall complete construction of a home within 12 months after start of construction. For

purposes of this section, a home shall be deemed complete upon the issuance of an occupancy permit by the City of Mequon. If any such Unit Owner fails to comply with his or her Construction Schedule, Declarant may, at its option, at any time after such Construction Schedule's eighteen or thirty months period (whichever is applicable) expires, prior to completion of such home, repurchase undeveloped lot for a repurchase price equal to:

- a. The initial purchase price of the undeveloped Unit paid by the Unit Owner, without interest and less Declarant's selling expenses and administrative costs of such initial sale of the undeveloped Unit to the Unit Owner, plus
- b. If the Unit Owner has begun construction of a home, eighty-five percent (85%) of the value of any improvements, whether completed or uncompleted, existing on the undeveloped Unit as of the date of reconveyance to Declarant. The value of such improvements shall be the fair market value as determined by a qualified appraiser selected by the Declarant and the Unit Owner (the "Parties"). The cost of such appraisal shall be split equally between the Parties. If the Parties cannot agree on the choice of an appraiser, each Party shall select an appraiser, and the two appraisers so selected shall select a third appraiser. If the two appraisers selected by the Parties cannot agree on a third appraiser, such third appraiser shall be selected by the Metropolitan Builders Association of Greater Milwaukee, Inc., or a successor organization. All three appraisers shall render an appraisal of the fair market value of the improvements and the value of the improvements shall be the average of the two appraisals that are closest to each other in amount. Each Party shall pay the cost of the appraiser selected by such Party and fifty percent (50%) of the cost of the third appraiser. If the failure of a Unit Owner to complete construction of a home in accord with such Unit Owner's Construction Schedule is due to circumstances (other than financial) beyond the control of such Unit Owner, such Unit Owner may request in writing to Declarant that Declarant grant an extension of such Construction Schedule. Such request shall state the circumstances that caused the construction delay and the estimated time necessary to complete construction of the Unit. Declarant shall grant such request if he finds the request to be bona fide and in compliance herewith, but shall not be required hereunder to grant an extension exceeding one year.

Declarant's right to repurchase an undeveloped Unit under this section shall be subordinate to and shall not impair, hinder, or



otherwise affect the rights of any mortgagee or purchasers from Declarant's mortgage.

Except as provided in the preceding paragraph, no conveyance of an undeveloped Unit by a Unit Owner (other than Declarant) to a purchaser (other than Declarant) shall toll, reinstate, or in any other way affect the running of the time periods set forth in the Construction Schedule, or any extensions thereof, established for the undeveloped Unit conveyed. Any such Purchaser from such Unit Owners shall take the undeveloped Unit subject to the Construction Schedule established for such undeveloped Unit and Declarant's right to repurchase such undeveloped Unit as hereunder provided.

Each Unit Owner of an undeveloped Unit, by acceptance of a deed thereto, covenants to reconvey such undeveloped Unit to Declarant pursuant to the terms and conditions of this section, by warranty deed, free and clear of all liens and encumbrances except any in existence prior to the Unit Owner's ownership of the undeveloped Unit.

3. Grading, Landscaping, and Drainage. Grading and landscaping plans for each Unit utilizing mature shrubbery must be developed by each unit owner and approved in advance by the Declarant or the Association or their respective heirs, successors, or assignees, prior to commencement of landscaping.

All grading and landscaping shall be completed (in accordance with the plan approved by the Declarant or the Association, their heirs, successors or assignees) within twelve (12) months following the issuance of the occupancy permit for the home by the City of Mequon. If the approved grading and landscaping is not completed within twelve (12) months from the date of the occupancy permit, the Unit Owner shall be liable for liquidated damages to the Declarant at the rate of Three Hundred Dollars (\$300) per month for each month of non-completion.

Final grading elevations and drainage easements must conform with the approved grading plan. To avoid a substantial increase in surface water drainage onto adjoining Units, the landscaping plans shall provide for adequate drainage, storage, and surface water toward adjoining streets and away from adjoining Units if natural drainage on the lot is to be or has been altered by grading or landscaping by the Unit Owner.

4. Driveways. Each Unit shall be improved with a concrete or blacktop asphalt driveway extending from the street to the garage in the twelve (12) months following the issuance of an occupancy permit for the Unit by the City of Mequon. Driveways shall be of concrete or asphalt construction. The driveway as constructed shall be a limited



common area appurtenant to the Unit. Driveways shall be no more than eighteen (18) feet wide. Repair, replacement and maintenance of the driveway shall be the responsibility of the Unit Owner.

## ARTICLE IX.

### ARCHITECTURAL STYLES AND BUILDING MATERIALS

1. Architectural Styles. Individuality and quality of design of improvements with traditional architectural styles, including Colonial Williamsburg, American Gothic, Cape Cod, French Country, Georgian, and English Country, are encouraged and may be approved and promoted by the Declarant and/or the Association, their heirs, successors, or assigns. All exterior building materials (exclusive of shutters) shall be of natural materials, and all roofing shall consist of cedar shakes or dimensional asphalt shingles. The use of wood, timbers, fieldstone, brick, and hardi plank siding, is and shall be encouraged.

2. Minimal Architectural Standards for Homes and Garages.

a. Each home shall have a minimum living area (exclusive of basement, attic, garage, porches, patios, and storage areas):

(1) of not less than two thousand five hundred (2,500) square feet;

(2) In no event shall a home exceed four thousand eight hundred (4,800) square feet.

The Declarant shall have the exclusive right to determine whether such requirements will be satisfied and any decision of the Declarant shall be final and conclusive. The Declarant has the right to approve homes smaller or larger than those specified herein, if such homes are exceptional in design and quality. Declarant's right of approval of architectural styles, standards, and construction shall continue until all Units have been sold and a home is under construction on each.

The Declarant further has the right to assign a determination as to minimal architectural standards to the Association at the Declarant's discretion.

b. Each home shall have a full or partial basement with finished floor area.

c. No home shall exceed two and one-half stories (excluding the basement) or thirty-five (35) feet in height above finished grade, whichever is less.

d. The roof of each home shall be pitched to rise at least ten (10) inches

vertically for each twelve (12) horizontal inches.

e. An attached enclosed garage (for at least two (2) and not more than three (3) cars) shall be constructed at the time of construction of the home and all exterior portions of such garage shall be completed prior to occupancy of the home.

## ARTICLE X

### MAINTENANCE, ALTERATION, AND IMPROVEMENT OF CONDOMINIUM

1. Unit Owner's Responsibility. The owner of each Unit shall: (a) maintain in good condition and repair and replace all of the components or installations within or used by the Unit, including but not limited to, all utility lines and installations, the heating and air conditioning systems for the Unit, fixtures, appliances, water heater, equipment, exterior and interior walls, flooring, ceilings, windows, window frames and doors, including all glass and locks in windows and doors' (b) paint and decorate the Unit; (c) keep the patio, deck, or porch appurtenant to the Unit in a clean and neat condition; and (d) repair and replace any portion of the Common Elements damaged through the fault or negligence of such owner or such owner's family, guests or invitees, or any other occupants of the Unit. Notwithstanding the above, repairs to Common Elements shall be effected by the Association but paid for by the Unit Owner if within this section.

2. Association Responsibility. The Association shall maintain in good condition and repair, replace, and operate all of the Common Elements, except as provided above.

3. Structural Changes by Owners. An owner of a Unit shall make no changes regarding the exterior structure or exterior appearance of the Unit without prior approval of the Declarant or the Association, their respective heirs, successors, or assigns.

4. Decorations; Signs; patios, Decks and Porches. No Unit Owner shall decorate or alter the Common Elements without the consent of the Board of Directors. No Owner of a Unit, except the Declarant, may erect, post, or display posters, signs, or advertising material on the Condominium Property, except that a Unit Owner may place upon the lawn a temporary sign relating to the sale of a Unit not exceeding 18" x 24". No awnings or enclosures shall be installed on patios, decks, or porches without the consent of the Board of Directors. Fixed grills shall be allowed on patios on such terms and conditions as approved by the Association and all other grills must be covered. Patios, decks, and porches shall not be used for storage, including the storage of motorcycles, baby carriages, bicycles, wagons, etc., or for airing or drying of laundry, carpet, rugs, or clothing. Vehicles may be parked on streets within the Condominium if and only as permitted by rules adopted by the Board of Directors pursuant to the By-Laws.

5. Landscaping and Gardening. Except as otherwise approved from time to time by the Association, the maintenance and care of landscaping, lawns, and yards shall be provided exclusively through Unit Maintenance Services furnished by the Association pursuant to this Declaration. Except as so approved by the Association, or as otherwise authorized under this Declaration, no Unit Owner shall have the right to alter, improve, or modify the landscaping, lawns, yards, or other exterior portions of his or her Unit, except to plant, husband, and maintain on a portion of the Unit, a flower, a vegetable garden, or beds, trees, shrubs, hedges, or other plantings or foliage; unless such planting is within thirty (30) feet of the home located on said Unit, except that said 30 foot area shall not extend beyond the boundary line of the Unit. The occurring of any plantings outside the thirty (30) foot perimeter is strictly prohibited.

6. Unit Maintenance Standards. The Association, through the Board of Directors, shall be responsible for establishing from time to time minimum standards for the maintenance, upkeep, and repair of all Units' landscapes and other improvements located on the Units' exterior (such standards being herein referred to as "Unit Maintenance Standards"). Except to the extent reasonably necessary to take into account variations in the size, location, materials, and other characteristics of individual Units and improvements, such Unit Maintenance Standards shall be uniform as to all Units. Unit Maintenance Standards may be established through incorporation in the Rules and Regulations or through such other procedures as may be calculated to provide Unit Owners with reasonable notice of the terms and content of such Unit Maintenance Standards.

7. Structural Changes by Association. Except as reserved to the Declarant, its successors and assigns, the Association shall not make or permit any alterations or additions of a structural nature or otherwise to the Common Elements without the affirmative vote of two-thirds (2/3) of the Board of Directors. In no case shall any such alterations or additions prejudice the rights of any owner of a Unit unless his written consent has been obtained.

8. Architectural Control. The Board of Directors shall establish procedures for administering requests for permission to change Common Elements or construct porches or similar matters. Any committee therefore shall have at least three (3) members and shall consider the architectural harmony of the proposed action with the existing Condominium when arriving at any decision.

9. Water Utility Stop-Boxes. The water stop-boxes are presently located at approximately the center of the right-of-way easement adjoining the roadway. At the time of construction of a dwelling on a Unit, and specifically at the time an Owner of a Unit activates a building permit, the stop-box shall be relocated to a point which is on the right-of-way line and within the common area adjacent to the Unit. The sewer and water

laterals shall be extended accordingly. The expense of moving the stop-box and extending the laterals shall be born by the developer.

## ARTICLE XI.

### WATER SUPPLY AND SEWAGE DISPOSAL

1. Water Supply. The water supply is The Wisconsin Gas Company Water Utility.
2. Sewage Disposal. Each Unit shall be connected with the City of Mequon or other common sewer system, and no septic tank or other individual sewage system shall be used or permitted on any Unit or in the Condominium.

## ARTICLE XII.

### MAINTENANCE OF DETENTION BASIN/POND

1. Detention Basin/Pond Maintenance. The Developer has entered into a Detention Basin/Pond Maintenance Agreement with the City of Mequon. The Developer, according to the terms of that agreement, has installed four (4) Detention Basin/Ponds within the common elements of the property. The Developer shall abide by and pay for the expense of maintenance of the Detention Basin/Ponds until the sale of the first unit by the Developer. Thereafter, maintenance expense shall be shared by the Developer and the Condominium Association according to the ratio of the number of units owned by the Developer and the total number of units. When the Developer has sold seventy-five percent (75%) of the units (a total of 35 units), maintenance of the Detention Basin/Ponds shall be the sole responsibility of the Condominium Association, including compliance with any future requirements, inspections, permits and maintenance escrow funds required by the City of Mequon or any governmental authority.

## ARTICLE XIII.

### ASSESSMENTS

1. Liability; Late Payments. The By-Laws shall set forth the manner of making and collecting assessments against the Unit Owners for common expenses of the Condominium. Regular assessments and special assessments not made for violations of the provisions of this Declaration, the By-Laws, or Rules and Regulations shall be made on an annual basis but shall be due and payable in monthly installments as



determined by the Board of Directors. Each Unit Owner shall be liable for such fractional or percentage interest of the common expenses of the Condominium as is provided in Article IV hereof. Any assessment or installment not paid when due shall be delinquent and the Unit Owner may be charged interest on the unpaid assessment or installment, calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessment or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due.

2. Liens. If a Unit Owner defaults in the payment of any assessment or installment, the Association shall take appropriate measures as provided by law in accordance with the By-Laws. The lien for unpaid assessments provided in the Act shall also secure reasonable attorney fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. In any foreclosure of a lien for assessments, the owner of a Unit subject to a lien shall be required to pay a reasonable rental for the Unit and the Association shall be entitled to the appointment of a receiver to collect the same. To the extent permitted by the Act, the lien provided therein and herein shall be subordinate to the lien of any first mortgage on a Unit.

3. Rights of Mortgagees. Any first mortgagee who obtains title to a Unit pursuant to remedies provided in the mortgage or foreclosure of the mortgage and any party purchasing the Unit in such a foreclosure shall not be liable for such Unit's unpaid installments of assessments which accrued prior to the acquisition of title to such Unit by such mortgagee or other party. The obligation of the former Unit Owner to pay assessment is not hereby extinguished.

4. Association Statements. The Association, upon ten (10) days request, shall provide a letter to the purchaser of any Unit which states the existence, if any, of outstanding general or special assessments against the owner of the Unit being sold, provided, however, that all Units conveyed by Declarant shall be deemed to be conveyed free from all such outstanding general or special assessments and no such letter shall be required or given as to such Units.

6. First Assessment. Regular assessments and monthly installments thereon shall commence, for each unit, on the date of the conveyance of a unit from the Developer to the unit purchaser. During the period of Declarant Control, the Declarant shall establish the budget for expenses of the Common Elements, without regard to the establishment of reserves. Each unit owner, other than the Declarant, shall pay 1/46 of the estimated budget. The Declarant shall pay the balance of the common expenses not covered by unit owner contributions. Following the period of Declarant Control, the Declarant shall not be responsible for any regular or special assessments of the



Association, or the payment of any common expenses.

#### ARTICLE XIV.

#### RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

1. Residential Purposes Only. Each Unit shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Condominium, except as otherwise provided herein.
2. Leases of Units. The Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. Any other owner may lease a Unit for a term of not less than six (6) months. Any lease or rental agreement must be in writing. Any person occupying a Unit with the authority of an owner shall comply with all of the provisions hereof and the By-Laws imposed on an owner and a breach of such provisions shall be deemed a breach of such lease. Each such lease shall contain a provision making a breach of any of the provisions of this Declaration or of the By-Laws of the Association a breach under the lease. No rooms in any Unit may be rented and no transient tenants may be accommodated.
3. Pets. No animals, reptiles, or birds shall be permitted within the Condominium, except as hereinafter set forth. The Association may issue a permit for the keeping of any pets. 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. The Association may make any and all rules it deems appropriate governing any pets 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 assessment by the Board of Directors for the enforcement costs, including, but not limited to, reasonable attorney fees incurred by the Association incident to the enforcement of this paragraph and the rules and regulations established by the Board of Directors.
4. No Obstructions. No owner shall cause or permit the Common Elements to be so used as to deny to other owners the full use of such portion of the Common Elements. Accordingly, there shall be no obstruction of any Common Elements. Walks and drives shall be kept clean and orderly. Junked, inoperative, or unlicensed vehicles, and vehicles licensed as trailers, campers, camping trucks, house trailers, motorized bicycles, snowmobiles or land vehicles, or the like shall not be stored, parked, or placed

on the Condominium. Licensed boats, boat trailers, vans (other than mini-vans), and trucks may be stored, parked, or placed on the Condominium provided that they are so stored, parked, or placed only in a garage and further provided that such storing, parking, or placing does not cause an automobile or mini-van to be parked outside of a garage when but for the storing, parking, or placing of the other vehicle, the automobile could have been parked in the garage. No vans (other than mini-vans) or trucks may be stored, parked, or placed overnight in a driveway of the Condominium without a permit issued by the Board of Directors which permit may be issued in the discretion of the Board of Directors to permit overnight parking in areas designated by the Board of Directors. No vehicle shall occupy, park upon, or otherwise block the access to or exit from another Unit or the approach thereto. No maintenance of any vehicle shall be permitted anywhere on the Condominium except that changing the oil in a vehicle and lubricating a vehicle are permitted if such work is done in a garage. Bicycles shall be placed only in those areas designated by the Association.

5. Waste. The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials, or trash is prohibited, and garbage containers shall be situated only in each Unit's garage. No materials shall be consumed by fire in incinerators, open fires, or elsewhere.

6. Antennas, Temporary Structures. No antennas for television or aerials for radios shall be erected on any roof or any other portion of the Condominium, except satellite dishes twenty-one (21) inches or smaller, no community antennas, or cable receivers or any individual antennas may be erected or installed without prior consent except for those maintained by Declarant.

7. Utility Lines. Any supply lines, waste lines, pipes, wires, conduits, or public utility lines running through a Unit which serve more than one Unit shall be deemed to be owned as tenants in common by all Unit Owners.

8. Mutual Enjoyment. Each Unit shall be used only for such purposes and to such extent as will not overload or interfere with any Common Elements or the enjoyment thereof by the owners of other Units.

9. Noxious Activity. No use or practice shall be allowed on the Condominium which: (a) is a nuisance, or (b) is immoral or improper or offensive in the opinion of the Board of Directors, or requires any alteration or any addition to any Common Elements, or (c) is in violation of the By-Laws or Rules and Regulations of the Association, or (d) unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit Owners or occupants, including the use of musical instruments, television, or radios at such times or in such volumes of sound as to be objectionable.

10. Outdoor Appearance. No clothes or other articles shall be hung outdoors or from the windows of the buildings, or draped over railings, for any such purpose whatsoever unless such clothing or articles are completely concealed from public view. Patio umbrellas and other outdoor furniture may be used by Owners, provided that the color of same is inoffensive and neutral, as determined by the Architectural Review Committee in its sole and absolute discretion.
11. Parking Areas. Parking areas, including driveways and roadways on which parking is allowed, but not including garages, shall be used only for the parking of private passenger automobiles and vans used exclusively for personal use and which do not bear any commercial signs or advertisements. Such vehicles shall at all times be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted, striped, cleaned, snow therefrom, or for similar purposes.
12. Vehicle Repair. There shall be no assembling or disassembling of motor vehicles except for ordinary maintenance such as the changing of a tire, battery, etc.
13. Vehicle Noise. All motorcycles and motor vehicles, including, but not limited to, Mopeds, And All Terrain Vehicles (ATV's) shall be maintained so as not to produce offensive or vociferous noises, as determined by the Board of Directors in its sole discretion.
14. Acts Affecting Insurance. No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board of Directors in accordance with the provisions of Article XVI hereof (the "Association Policies"), or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist, which might (i) result in termination of any such policies, (ii) adversely affect the right of recovery thereunder, (iii) result in reputable insurance companies refusing to provide Association Policies, or (iv) result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase shall pay the same. If the rate of premium payable with respect to the Association Policies or with respect to the Association Policies or with respect to any policy of insurance carried by any Unit Owner, as permitted by the provisions of Article XVI hereof, shall be increased, or shall otherwise reflect the imposition of a higher rate than that applicable to the lowest-rated Unit, (a) by reason of anything that is done or kept in a particular Unit, or (b) as a result of a failure of any Unit Owner or any occupant of a Unit to comply with the requirement of the Association Policies, or (c) as a result of the failure of any such Unit Owner or occupant to comply with any of the other terms and provisions of this Declaration, the By-Laws or the Rules and Regulations, then the Unit Owner of that particular Unit shall reimburse the Association and such other Unit Owners respectively



for the resulting additional premiums which shall be payable by the Association or such other Unit Owners, as the case may be. The amount of any such reimbursement due the Association may, without prejudice to any other remedy of the Association, be enforced by assessing the same to that particular Unit pursuant to the By-Laws.

15. Legal Restrictions. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules, and regulations of all governmental agencies having jurisdiction thereof (collectively "Legal Requirements"). Compliance with any Legal Requirements shall be accomplished by and at the sole expense of the Unit Owner or Owners or the Association, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by any such Legal Requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice it receives of the violation of any Legal Requirements affecting its Unit or the Condominium.

## ARTICLE XV.

### RECONSTRUCTION AFTER LOSS

1. Reconstruction. In the event of fire, casualty, or any other disaster affecting one or more Units or other improvements on the Condominium (the "Damaged Premises"), the Damaged Premises shall be reconstructed and repaired, unless action is taken as otherwise provided herein. Reconstruction and repair as used herein shall mean restoring the Damage to Premises to substantially the same condition they were in prior to the fire, casualty or disaster. The Unit Owner shall undertake to cause such reconstruction and repair to be accomplished within a reasonable period of time.

2. Condemnation. The Association shall represent the Unit Owners in condemnation proceedings or in negotiations, settlements, and agreements with the condemning authority for the acquisition of the Common Elements or part thereof. The award or proceedings settlement for a taking of part or all of the Common Elements shall be payable to the Association for the use and benefit of the Unit Owners and their mortgages as their interests may appear. The procedure for dealing with the total or partial condemnation of the condominium shall be that set forth in Wis. Stats. § 703.19 (1991-92), as the same may be amended from time to time.

## ARTICLE XVI.

## INSURANCE

1. Association Insurance. The Board of Directors shall obtain and continue in effect insurance coverage on any improvements within the common areas, as well as personal and real property belonging to the Association in an amount equal to the maximum insurable replacement value, with "agreed amount," "inflation guard," "special condominium," and "condominium replacement cost" endorsements, without deduction or allowance for depreciation, which amount shall be determined annually by a recognized appraiser or insurer as selected by the Board of Directors, affording protection against loss or damage by fire and such hazards covered by a standard extended coverage endorsement and all risk endorsements and such other risks and hazards as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use. Said insurance shall be for the benefit of the Association and all proceeds payable by reason of said insurance shall be paid to the Association for the express purpose of reconstruction and repair or as otherwise provided in Article XV hereof. All Unit Owners shall, at their own expense, obtain homeowner's insurance policies with hazard and liability coverage for their particular Unit.

2. Association Liability Insurance. In addition to the hazard insurance coverage provided above, the Board of Directors shall obtain comprehensive general public liability insurance in such amounts equal to or exceeding One Million Dollars (\$1,000,000.) for a single occurrence covering all of the Common Elements or property owned by the Association. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of an act related to employment contract of the Association. Such policy must provide that it may not be cancelled or substantially modified, by any party, without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage which is listed as a schedule holder of a first mortgage in the insurance policy. The Board of Directors may also obtain other insurance as it shall determine from time to time to be desirable including without limitation directors and officers errors and omissions coverage.

3. Cost Waiver. All insurance premiums for any insurance coverage obtained by the Board of Directors shall be a common expense of the Condominium. The Association by each Unit Owner hereby expressly waives any claim it or they may have against the other for the loss insured under any policy obtained by the Board of Directors, however caused, including losses as may be due to negligence of such other party, its agents or employees. All such policies of insurance shall contain a provision that they are not invalidated by the foregoing waiver, and such waiver shall cease to be effective if the existence thereof precludes the Association from obtaining any such policy.



## ARTICLE XVII.

## RIGHTS OF DECLARANT

1. Control of Association. Until the expiration of the earlier of three (3) years from the date the first Unit is conveyed to any person other than Declarant or thirty (30) days after the conveyance of seventy-five percent (75%) of the undivided interests in the Common Elements to purchasers, Declarant, or its successors and assigns, acting alone shall have the right to appoint and reappoint the members of the Board of Directors, other than those elected pursuant to Article V, Section 3 hereof.

2. Other Rights. Pending the sale of all of the Units of the Condominium, Declarant, or its successors and assigns, acting alone:

a. may, but shall not be obligated to, manage and operate the Condominium Association in accordance with the provisions of this Declaration; but any agreement for professional management of the Condominium, or any other contract providing for services of Declarant, shall not exceed three (3) years and shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days written notice;

b. may use the Common Elements and any unsold Units within the Condominium in any manner as may facilitate the sale or leasing of all Units thereon, including, but not limited to, in connection therewith, maintaining a sales and/or rental office or offices and models, showing the Condominium or maintaining signs;

c. reserves the right to (i) grant easements upon, over, through and across the Common Elements as may be required for furnishing any kind of utility services, including cable television or master antenna service, which easements may be granted to itself or its nominee and/or as may be necessary for excavation and construction of any of the Units; (ii) grant easements upon, over, through, or across the Common Elements for ingress or egress to and from the Condominium and other real property adjacent to it; and (iii) grant easements for road, sewer and other utility purposes across, over and under the Common Elements for the benefit of other

lands provided that in the instrument creating such easement Declarant shall specify a method by which the maintenance costs of such easement shall be shared by the Association and such other users and provided that use of such easements will not be reasonably anticipated to overburden the existing use of the Common Elements; and

d. reserves the right to (i) make minor alterations and changes to the design or exterior materials of any Building or any part thereof subsequent to construction and (ii) alter and change the interior materials and the interior arrangement or any Unit owned by Declarant.

## ARTICLE XVIII.

### RIGHTS OF MORTGAGEES

1. Notice. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor of a Unit mortgage and the Unit number or address of any such mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

a. Any condemnation or casualty loss which affects either a material portion of the Condominium or the Unit securing its mortgage;

b. Any sixty (60) day delinquency in the payment of assessments owed by the owner of any Unit on which it hold a mortgage or any breach of the provisions of any instrument or rule governing the Condominium which is not cured by such owner within sixty (60) days of such breach;

c. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

d. Any proposed action which would require the consent of

2. Other Provisions. Mortgage holders shall also be afforded the following rights:

a. Any restoration or repair of the Condominium after a partial condemnation or damage to an insurable hazard, shall performed substantially in accordance with this Declaration and the original plans and specifications, unless other action is approved by holders of mortgages or Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

b. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Property must require the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages.

## ARTICLE XIX

### AMENDMENT OF DECLARATION

1. Procedure. This Declaration may only be amended in a writing executed by the presiding officer of the Association and attested by another officer, with the written consent of at least seventy-five percent (75%) of the Unit Owners and mortgagees. No amendment shall change the rights of Declarant as contained in this Declaration. Any amendment to this Declaration shall become effective when recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, and no action to challenge the validity of an amendment under this Article may be brought more than one (1) year after the amendment is recorded.

2. Limitations on Certain Amendments. In addition to complying with Section 1 above, the approval of holders of mortgages on Units which have at least fifty-one percent (51%) of the votes of Units subject to mortgages, shall be required to add or amend any material provisions of this Declaration, the Articles, By-Laws, or Rules and Regulations which establish, provide for, govern, or regulate any of the following:

a. Voting rights;

b. Assessments, assessment liens, or the priority of assessment liens;

- c. Reserves for maintenance, repair, and replacement of the Common Elements;
- d. Insurance of fidelity bonds;
- e. Responsibility for maintenance and repair;
- f. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;
- g. Redefinition of any Unit boundaries;
- h. Reallocation of interests in the Common Elements or rights to their use;
- i. Convertibility of Units into Common Elements or of Common Elements into Units;
- j. Leasing of Units;
- k. Imposition of any restriction on a Unit Owner's right to sell or transfer his or her Units;
- l. A decision by the Association to establish self-management of the Condominium;
- m. Restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in this Declaration;
- n. Any provisions that expressly benefit mortgage holders, insurers, or guarantors.

3. Approval. A Unit Owner, or a mortgage holder in the cases of a technical amendment or any amendment not described in Section 2 above hereof, who receives a written request to approve additions or amendments who does not deliver or post to the requesting party a negative response within thirty (30) days after it receives proper notice of the proposal, provided the notice was delivered by certified or registered mail, with a return receipt requested, shall be deemed to have approved such request.

4. VA Approval. If any Unit is subject to a mortgage owned or guaranteed under the U.S. Veterans Administration programs, then the condominium regime created hereunder may not be amended or merged with a successor regime without prior written approval in accordance with regulations implementing such programs.

**ARTICLE XX.****REMEDIES FOR VIOLATION BY UNIT OWNERS**

If any Unit Owner fails to comply with the Act, this Declaration or the By-Laws, such Unit Owner shall be liable for damages caused by the failure or for injunctive relief, or both, by the Association or by any other Unit Owner.

**ARTICLE XXI.****SERVICE OF PROCESS**

Service of process shall be made on John Donovan of Columbia Development LLC, 16655 W. Bluemound Road, Brookfield, Wisconsin, 53005, as registered agent for the Association. Any change in the person or location for the service of process designated by the Board of Directors shall become effective upon the recording of notice thereof in the Office of the Secretary of State of Wisconsin in accordance with Section 703.23 of the Wisconsin Statutes.

**ARTICLE XXII.****RIGHT OF ENTRY**

The Declarant, for itself and its successors and assigns, reserves the right of entry to each Unit by itself or its agents or any person authorized by the Board of Directors to make installations, alterations, or repairs, upon prior request and at times convenient for the owner or occupant thereof, provided, however, that in case of emergency, entry of the Unit may be made immediately, whether the owner or occupant of the Unit is or is not present and without liability to Declarant, the Board of Directors or its agents. Any damage or loss caused as a result of such entry shall be at the expense only of the Unit Owner if, in the judgment of those authorizing the entry, such entry was for emergency purposes. Notwithstanding the foregoing, the Declarant shall have no right of entry to a residential building constructed on a Unit without the prior approval of the Owner.



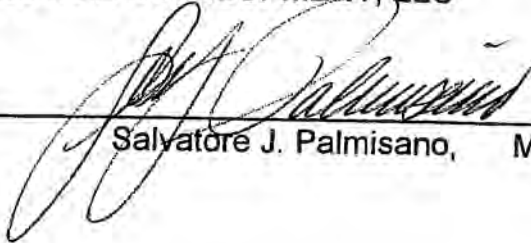
## ARTICLE XXIII.

## CONSTRUCTION AND EFFECT

1. 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.
2. Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.
3. Successors and Assigns. All rights and benefits reserved or covenanted in favor of the Declarant under this Declaration shall inure to the benefit of and be binding upon its successors and assigns. Any reference in this Declaration to the "successors and assigns" of Declarant shall be deemed to refer only to such person or entity to whom Declarant has expressly assigned all of said rights and benefits by an instrument in writing specifically identifying the provisions so assigned.
4. Severability. If any provision, or any part thereof, of this Declaration or the application thereof to any person or circumstance shall to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby. Each provision, or any part thereof, of this Declaration shall be valid, and be enforced, to the fullest extent permitted by law.
5. Deemed Interests. Wherever in this Declaration a specified percentage of Unit Owners or Common Element interests is required for any action, decision or diminution of Declarant control or Declarant's rights, Declarant shall be deemed to own one-fortysixth (1/46th) interest, less any interests for Units already conveyed at the time of such determination.
6. Acceptance of deed. By acceptance of a deed of conveyance of a Unit from Declarant, the grantee of such Unit and each successor in title to such Unit or an interest therein shall, in the event of the occupance of any or all of the events specified in Article XII or XIII, be deemed to consent and agree to the action so taken. Each such grantee of a Unit and each successor in title to such Unit or an interest therein, hereby constitutes and appoints Declarant, its successors and assigns, as its true and lawful attorney (i) to execute, deliver and record on behalf of the grantee and each successor in title to such Unit or an interest therein, such instruments, if any, as may be required to effect the same, and (ii) to do all other things necessary to accomplish the action so taken.

Executed this 7<sup>th</sup> day of February 2003.

COLUMBIA DEVELOPMENT, LLC

By:   
Salvatore J. Palmisano, Member

STATE OF WISCONSIN     )  
  ) ss.  
COUNTY OF WAUKESHA    )

Personally came before me this 7<sup>th</sup> day of February 2003, the above-named Salvatore J. Palmisano, member, to me known to be the person who executed the foregoing instrument and acknowledge the same.

  
Notary Public, State of Wisconsin

My commission expires: 2-15-



This instrument was drafted by  
Attorney David J. Hughes  
7000 W. North Avenue  
Wauwatosa, WI 53213

Return this document to:

COLUMBIA DEVELOPMENT, LLC  
16655 W. Bluemound Road, Suite # 170, Brookfield, WI 53005

**EXHIBIT A****LEGAL DESCRIPTION**

Lot 1, and Outlots 1, 2, and 3 of Certified Survey Map No. 3400 as recorded on January 7, 2003 as Document No. 735769 being a division of part of Government Lot 3 and lands in the Northeast  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 18, Township 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin.

and

Lot 2, and Outlots 4, 5, and 6 of Certified Survey Map No. 3402 as recorded on January 7, 2003 as Document No. 735771 being a division of part of Government Lot 3 and part of the Northwest  $\frac{1}{4}$ , Northeast  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 18, Township 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin.

and

Outlot 7 of Certified Survey Map No. 3401 as recorded on January 7, 2003 as Document No. 735770 being a division of part of Government Lot 3 and part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , and part of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  Section 18, Township 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin.





NOV 01 2005



11333 N. Cedarburg Rd 60W  
Mequon, WI 53092-1930  
Phone (262) 236-2920  
Fax (262) 242-9655

www.ci.mequon.wi.us

INSPECTION DIVISION

October 31, 2005

TO: Owner/Builder  
City Assessor – Attn: Bonnie  
City Treasurer – Attn: Jean  
Engineering Department  
Parks Department – Don Curran  
Police Department-911 – Attn: Dawn Lant  
Post Office  
Ozaukee County Register of Deeds  
Ozaukee County Treasurer's Office – Fax 262-238-8373  
Jon Garms, Director of Public Works  
Community Development – Attn: Bill  
Community Development – Attn: Mark  
Highways – Attn: Doug  
Ameritech  
WE Energies

The following address has been changed for parcel number #151730017000:

Old Address

1410 W. Hidden River Drive 122N

New Address

**12285 N. Portland Avenue 14W**

Respectfully,

Cynthia Mott  
Permit Coordinator



11333 N. Cedarburg Rd 60W  
Mequon, WI 53092-1930  
Phone (262) 236-2920  
Fax (262) 242-9655

www.ci.mequon.wi.us

INSPECTION DIVISION

December 30, 2004

TO: Owner/Builder  
City Assessor – Attn: Bonnie  
City Treasurer – Attn: Jean  
Engineering Department  
Parks Department – Don Curran  
Police Department-911 – Attn: Dawn Lant  
Post Office  
Register of Deeds  
Jon Garms, Director of Public Works  
Community Development – Attn: Bill  
Highways – Attn: Doug  
Ameritech  
WE Energies

The following addresses in Hidden River Condominiums have a new street designation:

<u>Lot #</u>	<u>Old Address</u>	<u>New Address</u>
13	1361 W. Hidden River Court 122N	1361 W. Hidden River <b>Circle</b> 122N
14	1333 W. Hidden River Court 122N	1333 W. Hidden River <b>Circle</b> 122N
15	1338 W. Hidden River Court 122N	1338 W. Hidden River <b>Circle</b> 122N
17	1410 W. Hidden River Lane 122N	1410 W. Hidden River <b>Drive</b> 122N
18	1418 W. Hidden River Lane 122N	1418 W. Hidden River <b>Drive</b> 122N
19	1442 W. Hidden River Lane 122N	1442 W. Hidden River <b>Drive</b> 122N
20	1468 W. Hidden River Lane 122N	1468 W. Hidden River <b>Drive</b> 122N
21	1498 W. Hidden River Lane 122N	1498 W. Hidden River <b>Drive</b> 122N
22	1520 W. Hidden River Lane 122N	1520 W. Hidden River <b>Drive</b> 122N
23	1540 W. Hidden River Lane 122N	1540 W. Hidden River <b>Drive</b> 122N
24	1560 W. Hidden River Lane 122N	1560 W. Hidden River <b>Drive</b> 122N
25	1580 W. Hidden River Lane 122N	1580 W. Hidden River <b>Drive</b> 122N
26	1533 W. Hidden River Lane 122N	1533 W. Hidden River <b>Drive</b> 122N
27	1495 W. Hidden River Lane 122N	1495 W. Hidden River <b>Drive</b> 122N
28	1455 W. Hidden River Lane 122N	1455 W. Hidden River <b>Drive</b> 122N
29	1437 W. Hidden River Lane 122N	1437 W. Hidden River <b>Drive</b> 122N
30	1415 W. Hidden River Lane 122N	1415 W. Hidden River <b>Drive</b> 122N

Respectfully,

Cynthia Mott  
Permit Coordinator

**EXHIBIT C****ADDRESSES**

Unit 1	1391 W. Windpointe Circle	Unit 24	1560 W. Hidden River Lane
Unit 2	1373 W. Windpointe Circle	Unit 25	1580 W. Hidden River Lane
Unit 3	1351 W. Windpointe Circle	Unit 26	1533 W. Hidden River Lane
Unit 4	1354 W. Windpointe Circle	Unit 27	1495 W. Hidden River Lane
Unit 5	1376 W. Windpointe Circle	Unit 28	1455 W. Hidden River Lane
Unit 6	1394 W. Windpointe Circle	Unit 29	1437 W. Hidden River Lane
Unit 7	1397 W. Stillwater Circle	Unit 30	1415 W. Hidden River Lane
Unit 8	1385 W. Stillwater Circle	Unit 31	1420 W. Stillwater Court
Unit 9	1347 W. Stillwater Circle	Unit 32	1446 W. Stillwater Court
Unit 10	1342 W. Stillwater Circle	Unit 33	1476 W. Stillwater Court
Unit 11	1348 W. Stillwater Circle	Unit 34	1500 W. Stillwater Court
Unit 12	1378 W. Stillwater Circle	Unit 35	1510 W. Stillwater Court
Unit 13	1361 W. Hidden River Court	Unit 36	1487 W. Stillwater Court
Unit 14	1333 W. Hidden River Court	Unit 37	1457 W. Stillwater Court
Unit 15	1338 W. Hidden River Court	Unit 38	1435 W. Stillwater Court
Unit 16	12296 Portland Road	Unit 39	1440 W. Windpointe Court
Unit 17	1410 W. Hidden River Lane	Unit 40	1462 W. Windpointe Court
Unit 18	1418 W. Hidden River Lane	Unit 41	1480 W. Windpointe Court
Unit 19	1442 W. Hidden River Lane	Unit 42	1482 W. Windpointe Court
Unit 20	1468 W. Hidden River Lane	Unit 43	1486 W. Windpointe Court
Unit 21	1498 W. Hidden River Lane	Unit 44	1473 W. Windpointe Court
Unit 22	1520 W. Hidden River Lane	Unit 45	1459 W. Windpointe Court
Unit 23	1540 W. Hidden River Lane	Unit 46	1445 W. Windpointe Court





EXHIBIT D

UNIT DESCRIPTIONS

**HIDDEN RIVER CONDOMINIUM PLAT**  
**AN EXPANDABLE CONDOMINIUM**  
**CITY OF MEQUON, OZAUKEE CO., WISCONSIN**  
**COLUMBIA DEVELOPMENT, LLC**

THIS INSTRUMENT WAS PREPARED BY  
**MILLER**  
**ENGINEERS**  
**SCIENTISTS**  
2008 South Twelfth Street  
Keshishwaukee, Wisconsin 53051  
January 8, 2003

- UNIT 201, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 202, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 203, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 204, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 205, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 206, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 207, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 208, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 209, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 210, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 211, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 212, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 213, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 214, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 215, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 216, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 217, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 218, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 219, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...
- UNIT 220, LEGAL DESCRIPTION:**  
A certain lot of land, more or less, situated in the City of Mequon, Ozaukee County, Wisconsin, and being more particularly described as follows: ...



244-1412  
Freed  
Jan 8, 2003

**LANDSCAPE PRESERVATION AGREEMENT**

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Columbia Development, LLC, herein after called the ("Developer"), and the City of Mequon, a municipal corporation, of Ozaukee County, Wisconsin, hereinafter called the ("City").

**WITNESSETH**

0.1 WHEREAS, THE Developer and the City have entered into that certain Development Agreement dated 6/13/02, relating to the development of Hidden River Condominiums, a Planned Unit Development located in the City and legally described in Exhibit A attached hereto; and

0.2 WHEREAS, the City is concerned that proper planting, maintenance, and care of trees be provided in the areas located outside the road right-of-way of the Planned Unit Development as more specifically described in this Agreement and in accordance with the standards of the City.

0.3 WHEREAS, Developer and City desire to achieve a tree planting zone for the Planned Unit Development which accommodates the unique topography and pad sizes of the Planned Unit Development in accordance with the findings and accommodations of the City's Tree Board.

NOW, THEREFORE, in consideration of the payment of \$1.00 and other good and valuable consideration, receipt of which is hereby acknowledged and in consideration of the mutual covenants herein contained, the parties agree as follows:

**EXHIBIT E**

1. Developer Plantings. Developer agrees, at its expense, to plant the trees identified and located in the Hidden River Condominium Tree Planting Plan prepared by Nelson Landscaping dated 8/24/2002, and approved by the City and attached as Exhibit B to this Agreement. With respect to such plantings the Developer further agrees as follows:
  - a.) Developer shall plant 245 trees in accordance with the Developer's Agreement to be located from a point two feet outside of the road right-of-way up to a point not to exceed 40 feet onto the private property, planted in cluster arrangement.
  - b.) The Developer shall not plant more than fifty (50) percent of one species with the Planned Unit Development.
  - c.) Trees shall be balled, burlapped, and staked or spaded in accordance with City specifications to ensure proper planting and growth.
  - d.) Trees shall be installed at a minimum caliper of three inches at a point one (1) foot above grade.
  - e.) The Developer shall notify the City of the initial date of installation and completion date of installation of the trees.
2. Care and Maintenance of Trees. The Developer shall be responsible for the care and maintenance of the trees including, but not limited to, replacement, trimming and pruning for a period of one (1) year from the date the trees are planted. Thereafter, the Hidden River Condominium Association Inc., a non-profit, non-stock Corporation ("Association") shall be responsible for the care and maintenance of the trees.
3. The City acknowledges that the Developer intends to impose the replacement, care, and maintenance responsibility upon the Association by including such provisions and necessary easements in the Declaration of Condominium of Hidden River Condominiums.

4. This Agreement shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

THE CITY OF MEQUON

DEVELOPER

COLUMBIA DEVELOPMENT, LLC.

\_\_\_\_\_  
Christine Nuernberg, Mayor

\_\_\_\_\_  
Sal Palmisano, Managing Member

\_\_\_\_\_  
City Clerk

STATE OF WISCONSIN )

) SS

OZAUKEE COUNTY )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, the above named Christine Nuernberg, Mayor and \_\_\_\_\_, City Clerk, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

\_\_\_\_\_  
Notary Public, State of Wisconsin

My Commission: \_\_\_\_\_



STATE OF WISCONSIN    )  
   )    SS  
 OZAUKEE COUNTY        )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 2002, the  
 above-named \_\_\_\_\_, as Managing Member of  
 Columbia Development, LLC to me known to be the person who executed the foregoing  
 instrument and acknowledged the same in the capacity indicated.

\_\_\_\_\_  
 Notary Public, State of Wisconsin

My Commission: \_\_\_\_\_

**EXHIBIT A****LEGAL DESCRIPTION**

Lot 1, and Outlots 1, 2, and 3 of Certified Survey Map No. 3400 as recorded on January 7, 2003 as Document No. 735769 being a division of part of Government Lot 3 and lands in the Northeast  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 18, Township 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin.

and

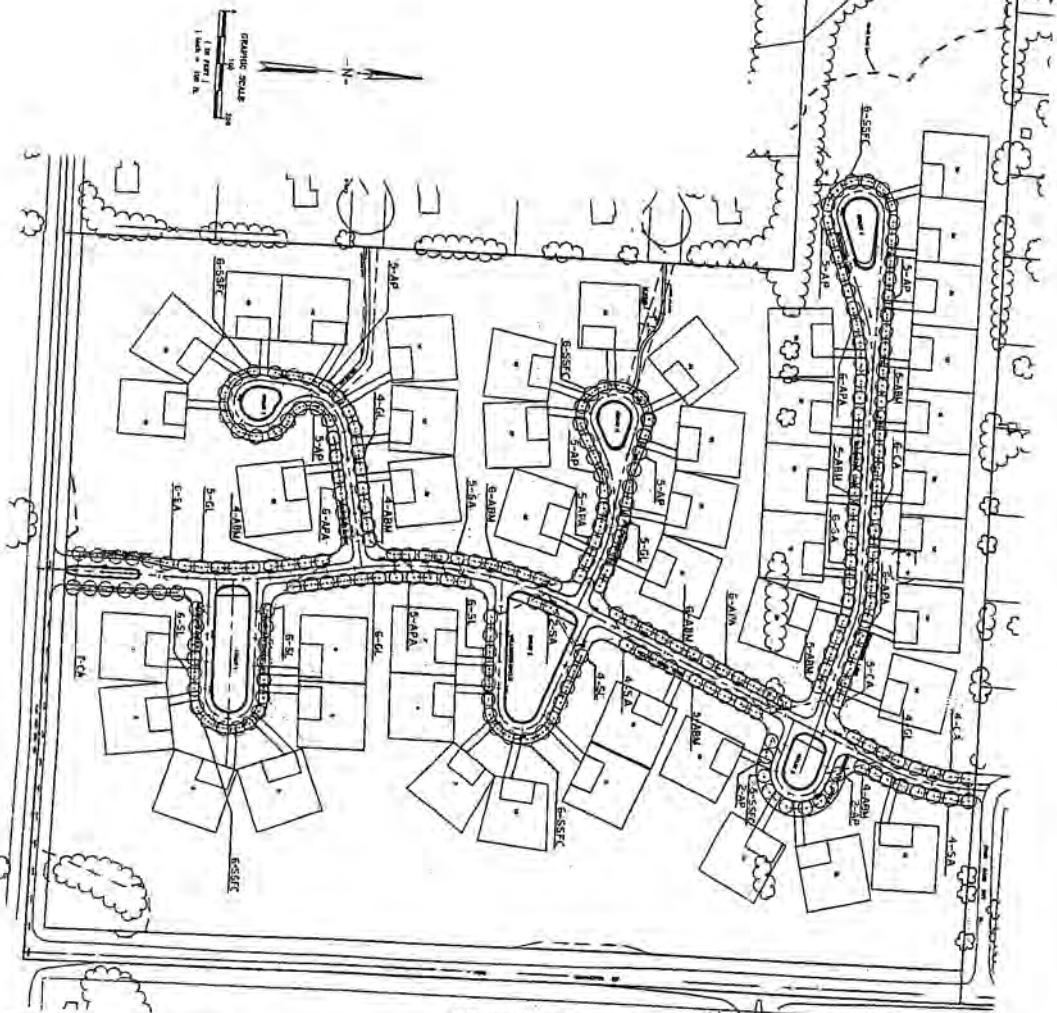
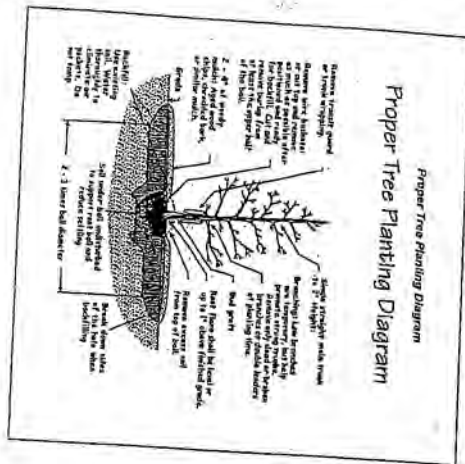
Lot 2, and Outlots 4, 5, and 6 of Certified Survey Map No. 3402 as recorded on January 7, 2003 as Document No. 735771 being a division of part of Government Lot 3 and part of the Northwest  $\frac{1}{4}$ , Northeast  $\frac{1}{4}$  and Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , Section 18, Township 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin.

and

Outlot 7 of Certified Survey Map No. 3401 as recorded on January 7, 2003 as Document No. 735770 being a division of part of Government Lot 3 and part of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , and part of the Northeast  $\frac{1}{4}$  of the Southwest  $\frac{1}{4}$  Section 18, Township 9 North, Range 22 East, City of Mequon, Ozaukee County, Wisconsin.

Exhibit B of Landscape Preservation Agreement

QUANTITY	SCIENTIFIC NAME	COMMON NAME	SIZE	ROOT
24-2L	<i>Gleditsia triacanthos</i>	Stickwood Tree	3'	B. B.
34-4P	<i>Yucca californica</i>	Agave Palm	3'	B. B.
35-5SP	<i>Malus californica</i>	Golden Snow Flowering Crab	3'	R. B.
24-4P	<i>Fraxinus pennsylvanica</i>	American Purple Ash	3'	B. B.
45-5B	<i>Fraxinus pennsylvanica</i>	Common Ash	3'	B. B.
45-5B	<i>Aquilegia scopulorum</i>	Scorpion Belladonna	3'	B. B.
27-2L	<i>Pinus ponderosa</i>	Summit Pine	3'	B. B.
24-4L	<i>Vibis cordata</i>	Ginseng Linden	3'	B. B.



THE LAMARCAAR® version BRAWHID is THE  
SMALL PROTECTOR OF MUSCLE-LAMARCAAR, INC.  
AXIS MAY NOT BE REPRODUCED, COPIED OR  
ATTACHED IN ANY MANNER OR FORM WITHOUT  
THE PERMISSION OF LAMARCAAR, INC.  
THIS MAY NOT BE USED FOR PUBLIC USE.

Major adjustments may need to be made in some of the installation to avoid driveway, the hydrant, street lights, and gas & water mains.



PORT WASHINGTON ROAD

### Specific Applications

[illegible]

**Landscape Design For:  
Columbia Development, LLC**

**Job: Hidden River Subdivision**  
**Megunon, WI**

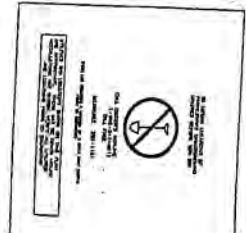
## Street Tree Planting

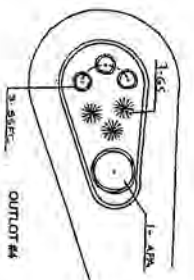


Nelson Landscape, Inc.  
P.O. Box 823

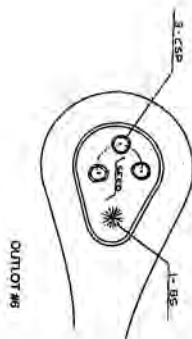
Waukesha, WI 53187-0823  
Phone: 1-262-549-6111

Date: 7-2-02 REVISED: 8-24-02  
Approx. Scale: 1"=100'





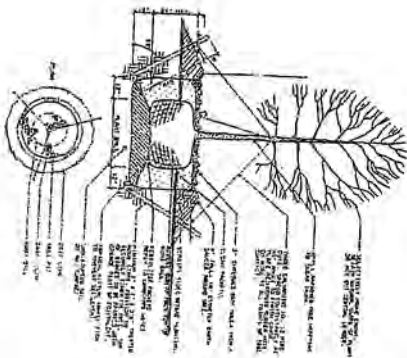
OUTLOT #4



OUTLOT #6



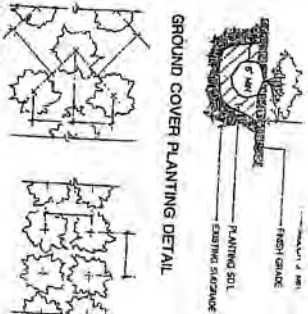
OUTLOT #7



### III.4.3. SLOPE PLANTING DETAIL



SHRUB PLANTING DETAIL



GROUND COVER BY ANTINIS 2001

PLANT DATA			
QUANTITY	COMMON NAME	SIZE	NO.
3.0M	Almond Maple	3-3 1/2"	8 B
7.4M	Almond Purple Ash	3-3 1/2"	8 B
12.5M	Cornelian Spotted Red	2 1/2-3"	8 B
3.0M	Clump Whitepine Birch	12-14"	8 B
11.5M	Clump River Birch	12-14"	8 B
11.5M	Spreading Snow Flowering Crab	2 1/2-3"	8 B
17.0M	Green Spirea	3-4"	8 B
3.0M	Blackthorn Spirea	4-7"	8 B
2.0M	Blue Spirea	6-7"	8 B

[illegible]

**Palmsano Development  
Columbia Creek Homes  
Hidden River Subdivision  
Carl Du Sac Islands**

Waukesha, WI 53187-0823  
Phone: 262-549-6111

Date: 4-15-02 REVISED: 8-24-02  
Approx. Scale: 1"=40'



**ARTICLES OF INCORPORATION  
OF  
HIDDEN RIVER CONDOMINIUM ASSOCIATION, INC.**

**(A Nonstock, Nonprofit Corporation)**

The undersigned, being an adult resident of the State of Wisconsin acting as incorporator under the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes adopts the following Articles of Incorporation:

**ARTICLE I**

**Name**

The name of the corporation shall be HIDDEN RIVER CONDOMINIUM ASSOCIATION, INC., which has its principal office located at 16655 W. Bluemound Road, Brookfield, WI 53005.

**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 owners who own real estate and improvements in Hidden River Condominiums located in the City of Mequon, Ozaukee County, Wisconsin (such real estate and improvements hereafter sometimes referred to as "Hidden River"), subject to the terms and conditions of the Declaration of Restrictions and Condominium Association for Hidden River and subsequent amendments such as are now or hereafter may be recorded in the Office of the Register of Deeds for Ozaukee County, Wisconsin (hereinafter referred to as the "Declaration");

(b) To serve as a means through which the owners may own, administer, manage, operate and control the common area and lots in accordance with the Declaration; and

(c) To engage in lawful activity within the purposes for which a nonstock, nonprofit corporation may be organized under the Wisconsin Nonstock Corporation Law, Chapter 181 of the Wisconsin Statutes, subject to the Declaration.

**ARTICLE IV**  
**Members**

The corporation shall have one class of voting membership. The rights and qualifications of the members shall be as set forth in the Bylaws of the corporation. The corporation may, as set forth in the Bylaws of the corporation, issue certificates evidencing membership in the corporation.

**ARTICLE V**  
**Powers**

The corporation shall have all of the powers of a nonstock corporation as presently enumerated in the Wisconsin Nonstock Corporation Law, Chapter 181 of Wisconsin Statutes.

**ARTICLE VI**  
**Principal Office and Registered Agent**

The location of the initial principal office of the corporation shall be c/o Palmisano Companies, Ltd., 16655 W. Bluemound Road, Brookfield, WI 53005, and the initial registered agent is John K. Donovan, whose address is 16655 W. Bluemound Road, Brookfield, WI 53005. The principal office is located in Waukesha County, Wisconsin.

**ARTICLE VII**  
**Directors**

The number of the directors of the corporation shall be as 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 names and addresses of the directors and officers constituting the first Board of Directors are:

Salvatore J. Palmisano  
4022 W. Ravenna Court  
Mequon, WI 53092

John K. Donovan  
16655 W. Bluemound Road  
Brookfield, WI 53005

Andrea Nettesheim  
16655 W. Bluemound Road  
Brookfield, WI 53005

**ARTICLE VIII**  
**Incorporator**

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

John K. Donovan  
16655 W. Bluemound Road  
Brookfield, WI 53005

**ARTICLE IX**  
**Amendment**


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

Executed in duplicate this 21 day of JANUARY, 2003.

  
John K. Donovan

STATE OF WISCONSIN   )  
                                  ) SS.  
WAUKESHA COUNTY    )

Personally came before me this 21 day of JANUARY, 2003, the  
above-named John K. Donovan, as an individual, to me known to be the person who  
executed the foregoing instrument and acknowledged the same.

  
ANDREA NETTESHEIM  
Notary Public, State of Wisconsin  
My Commission expires: 2-15-04



BY-LAWS OF  
HIDDEN RIVER CONDOMINIUM ASSOCIATION, INC.

ARTICLE I  
NAME OF LOCATION

Section 1. Name. The name of the corporation shall be Hidden River Condominium Association, Inc. (the "Association").

Section 2. Location. The principal office of the Association shall be at Columbia Development, LLC, 16655 West Bluemound Road, Suite 170, Brookfield, Wisconsin 53005. The Association may have offices at such other places as the Board of Directors of the Association (the "Board") may from time to time determine.

ARTICLE II  
APPLICATION, MEMBERSHIP AND INITIAL ORGANIZATION

Section 1. Application. These By-Laws, together with the Declaration of Condominium of Hidden River Condominium (the "Declaration"), all amendments to the foregoing, all rules and regulations passed by the Association and the Wisconsin Condominium Ownership Act, as the same may be amended, renumbered, or renamed from time to time (the "Act"), shall apply to, govern, and control the Condominium property and all present or future owners, tenants, employees, and other persons using it. The mere acquisition, rental, or occupancy of a dwelling unit (a "Unit") on the property will signify the acceptance and ratification of these By-Laws by all such persons.

Section 2. Members. The Members of the Association shall consist of the Unit Owners who have record title in their names or who are the purchasers under a recorded land contract.

Section 3. Initial Organization. Notwithstanding any provision set forth in these By-Laws to the contrary, Columbia Development LLC (the "Declarant") shall designate the initial Board, consisting of three (3) persons. Such members of the Board, or successors to any of them as designated by Declarant, need not be Unit Owners and shall continue to serve as follows:

- (i) Prior to the conveyance of twenty-five (25%) of the undivided interest in the General common Elements, as defined in the Declaration, by Declarant to purchasers, a special

meeting of the Members shall be called, at which time one (1) member of the initial Board, or their successors, as designated by Declarant shall tender their resignations and the Unit Owners other than Declarant shall elect one (1) new member of the Board in accordance with the provisions of Article V of these By-Laws;

(ii) Notwithstanding paragraph (i) above, upon the expiration of ten (10) years from the date the first Unit is conveyed to any person other than Declarant or upon the passage of thirty (30) days from the conveyance of seventy-five percent (75%) undivided interest of the General Common Elements by Declarant to purchasers, whichever occurs earliest, a special meeting of the members shall be called not later than thirty (30) days thereafter, at which time all members of the initial Board of Directors, or their successors, as designated by Declarant, but not having previously tendered their resignations, shall resign and the members shall elect such number of new members of the Board of Directors as shall be necessary so that the Board of Directors shall consist of five (5) persons, including such new members as may have been elected pursuant to paragraph (i) above, in accordance with the provisions of Article V of these By-Laws.

For the purpose of determining the percentages in paragraphs (i) and (ii) above, the undivided interest in the General Common Elements shall be deemed to consist of forty-six (46) Unit interests. Declarant shall be deemed to own all forty-six (46) Unit interests less those appurtenant to Units actually conveyed by Declarant.

### ARTICLE III

#### VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. Voting. Each Member shall have one (1) vote for each Unit owned. If a Unit is owned by more than one person, is under lease or is owned by an entity other than individuals, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit or a duly authorized officer of the owner and filed with the Secretary of the Association. Such certificates shall be valid until revoked or superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be revoked by the owner thereof at any time. There shall be no cumulative voting. If the owners of any Unit cannot agree on how to vote, each such Unit shall lose its vote for the particular item voted upon.

Section 2. Quorum. Except as otherwise provided in these By-Laws, the presence in person or by proxy of Members holding more than fifty percent (50%) of the votes shall constitute a quorum.



Section 3. Proxies. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting. Unless granted to a Lessee or a mortgagee, a proxy shall be effective only for one hundred eighty (180) days.

## ARTICLE IV

### MEETINGS

Section 1. Roster of Members. The Association shall maintain a current roster of names and addresses of every Member upon whom notice of meetings of the Association shall be served. Every Member shall furnish the Association with his or her name and current mailing address; no Member may vote at meetings of the Association until the foregoing information is furnished.

Section 2. Place of Meetings. Meetings of the Association shall be held at its principal office or such other suitable place convenient to the Members as may be designated by the Board.

Section 3. Annual Meetings. The annual meetings of the Association shall be held on **October 15** of each year (the "annual meeting"). At each annual meeting the Members shall elect one or more members of the Board in accordance with Article V hereof. The Members may also transact such other business of the Association as may properly come before them.

Section 4. Special Meetings. The President shall call a special meeting of the Members when directed by resolution of the Board or when a petition signed by a majority of the Members is presented to the Secretary. The notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of the holders of four-fifths (4/5) of the votes of Members present, either in person or by proxy.

Section 5. Notice of Meetings. The Secretary shall deliver or mail a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each Member of record, at the address shown on the roster, at least ten (10) days but not more than thirty (30) days prior to such meeting, unless waivers are duly executed by all Members. The delivery or mailing of a notice in the manner provided in this Section shall be considered notice served and such notice shall be effective upon the date of delivery or mailing.

Section 6. Adjourned Meetings. If any meeting of the Association cannot be organized because a quorum has not attended, the Members who are present, either in person or by proxy, may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

Section 7. Order of Business. The order of business at all meetings of the Members shall be as follows:

- (a) Roll call.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading of minutes of preceding meeting.
- (d) Reports of officers.
- (e) Reports of committees.
- (f) Election of directors (when applicable).
- (g) Unfinished business.
- (h) New business.

Section 8. Parliamentary Procedure. Except where inconsistent with these By-Laws, meetings of the Association shall be conducted in accordance with the latest revised edition of Roberts Rules of Order.

## ARTICLE V

### BOARD OF DIRECTORS

Section 1. Number and Qualification. The affairs of the Association shall be governed by a Board of Directors, of whom not more than one person is a non-Unit Owner, subject to the provisions of Article II, Section 3 hereof.

Section 2. Election and Term of Office.

(i) Directors elected by Unit Owners shall be elected by plurality vote. Each Unit shall be entitled to cast its vote for as many persons as there are Directors to be elected and for whose election the Unit Owners of such Unit shall be entitled to vote. Votes shall not be cumulated.

(ii) The term of the Director elected in accordance with paragraph (i) of Section 3 of Article II shall expire on the date of the annual meeting next succeeding the date of his election. Thereafter, the term of each Director elected or re-elected in succession of the Director shall be for two (2) years each and shall expire on the date of the annual meeting which is two (2) years next succeeding the date of such election or re-election.

(iii) At the special meeting of the Association at which all members of the Board shall be elected by the Association as provided in paragraph (ii) of Section 3 of Article II, the persons receiving the first, second and third highest number of votes shall

be elected for a term of two (2) years and the persons receiving the fourth and fifth highest number of votes shall be elected for a term of one (1) year. All persons elected as members of the Board at any subsequent annual meeting of the Association shall be elected for a term of two (2) years. All members of the Board shall hold office until their respective successors shall have been elected and shall have qualified. In the event of a tie for the third or fifth highest number of votes, the outcome shall be determined by lot, in a manner prescribed by the presiding officer.

Section 3. Powers and Duties. The Board shall have the powers and duties necessary to administer the Condominium property and, among other duties, carry out the following:

- (1) make and enforce (including enforcement through the establishment of a system of fines) rules and regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Condominium property;
- (2) make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;
- (3) execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property, including acquiring and conveying property, contracting for off-site recreational services and suing on behalf of all Members;
- (4) satisfy all liens against the Condominium property and pay necessary expenses connected therewith;
- (5) employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section; and
- (6) perform such other functions as are required or permitted by law or the Declaration.

Section 4. Fees. No fee or other compensation shall be paid to any member of the Board at any time except by specific resolution of the Association.

Section 5. Vacancies. Subject to Article II, Section 3 hereof, vacancies in the Board caused by any reason other than the removal of a Director by a vote of the members shall be filled by 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 Association.

Section 6. Removal of Directors. At any regular or special meeting duly called, any one or more of the Directors elected by the Members may be removed with or without cause by Members holding more than fifty percent (50%) of the votes and a successor may then and there be elected to fill the vacancy thus created. Any Director whose removal has been proposed by the Members shall be given an opportunity to be heard at the meeting.

Section 7. Organization Meeting. The first meeting of a Board, after one or more Directors have been newly elected, shall be held within ten (10) days of such election at such place as shall be fixed by the Directors at the meeting at which such Directors were newly elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be designated from time to time, by a majority of the Directors, but at least one such meeting shall be held during each fiscal year. Notice of regular meetings of the Board shall be given to each Director, personally or by mail, telephone or telegraph, at least three (3) days prior to the day named for such meeting.

Section 9. Special Meetings. Special meetings of the Board may be called by the President on three (3) days notice to each Director, given personally or by mail, telephone or telegraph, which notice shall state time, place and purpose of the meeting. Special meetings of the Board shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) Directors.

Section 10. Waiver of Notice. Before or at any meeting of the Board, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 11. Board of Directors' Quorum. At all meetings of the Board, a majority of the Directors shall constitute a quorum for the transaction of business and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board. If at any meeting of the Board there is less than a quorum present, then the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.



Section 12. Fidelity Bonds. The Board shall require that all officers and employees of the Association and officers and employees of any professional manager handling or responsible for Association funds shall furnish adequate fidelity bonds. Such fidelity bonds shall name the Association as an obligee and be written in an amount equal to one hundred fifty percent (150%) of the estimated annual operating expenses of the Condominium, including reserves. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms and expressions. The bonds shall further provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association and to Unit mortgagees of which the Association has knowledge. The premiums on such bonds shall be paid by the Association.

## ARTICLE VI

### OFFICERS

Section 1. Designation and Election. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by the Board. The Directors may elect an Assistant Treasurer, an Assistant Secretary or such other officers as in their judgment may be necessary.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 3. President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including, but not limited to, the power to appoint committees from among the Members from time to time as he may in his discretion decide is appropriate to assist in the conduct of the affairs of the Association.

Section 4. 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 neither the President nor the Vice President is able to act, the Board shall appoint some 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.

Section 5. Secretary. The Secretary shall keep the minutes of all meetings of the Board and of the Association. He shall have charge of such books and papers as the Board may direct and he shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall count the votes cast at any annual or special meeting of the Association or the Board.



Section 6. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other 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.

Section 7. Compensation. No officer shall receive compensation for services rendered to the Association unless the same be established by a resolution of the Members.

## ARTICLE VII

### BUDGET, ASSESSMENTS AND DEPOSITORIES

Section 1. Budget. The Board shall at least annually adopt a budget for the operation of the Association. Such budget will contain estimates of the cost of operating the Association and shall include all common expense items, including, but not limited to, taxes; the maintenance and repair of service and utility areas, recreation areas and facilities; the cost of insurance of all types; management, maintenance and security personnel; administration costs; and any other expense item inuring to the benefit of all Members. The Board shall determine what sums, if any, will be required for improvements, capital expenditures, reserves or replacement funds, or other operations not included in the above which shall be included in the budget.

Section 2. Assessment. The estimate of the charges to be paid during each year by each Member for the share of the common expenses of the Condominium, in accordance with the provisions of the Declaration, shall be assessed against each Unit and paid at such time as provided in resolutions by the Board. The first assessment payment shall be made, on a prorated basis where proper, upon receipt by the Member of his deed to his Unit. If such assessment proves inadequate, the Board at any time may levy a further assessment to be payable in such reasonable manner as the Board directs. Assessments and installments on such assessments shall be paid on or before the date when such assessments and installments are due. Any assessment or installment not paid when due shall be delinquent, and the Unit Owner may be charged interest on the unpaid assessment. The interest charged shall be calculated from the date when the assessment or installment was first due until the date it is paid. The Board of Directors shall establish a uniform policy with regard to the number of days that must run following the due date for interest to be charged and shall establish the rate of interest to be charged on such unpaid assessments or installments. All payments upon account shall be first applied to the interest, if any, and then to the assessment payment first due. If a Member fails to pay the assessment within the time herein specified, such failure shall constitute a default hereunder and the Board shall take such appropriate measures as may be allowable by law, including, but not limited to, the filing of a statement of condominium lien in accordance with the Act, which statement shall be signed and verified by the Secretary or any other officer authorized by the Board. No Member shall be entitled to cast a vote for a Unit at any meeting of the Association if the Association has recorded a statement of Condominium lien on the

Member's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3. Depositories. The funds of the Association shall be deposited in a bank or banks or other depositories designated by the Board and shall be withdrawn therefrom only upon check or order signed by the Treasurer, professional property manager, management company or managing agent provided such manager company or agent is bonded or by such officers who shall from time to time be designated by the Board for that purpose. The Board may require that all payment of assessments imposed by the Board against Members be paid by such Members directly to a designated depository. For checks signed by officers, the Board may direct that checks of less than Five Hundred Dollars (\$500.00) for payment of the obligations of the Association bear only one (1) signature of a designated officer but checks for a greater amount must bear a signature and counter-signature of designated officers. The Board may from time to time establish dollar limitations in excess of which the professional property manager, management company or managing agent shall not have authority to draw checks. The Board shall notify the designated depository promptly upon the establishment of such limitation.

## ARTICLE VIII

### OBLIGATIONS OF THE UNIT OWNERS

#### Section 1. Maintenance and Repair.

(a) Every Member must perform promptly all maintenance and repair work within his own Unit and shall keep the patio and/or deck appurtenant to his Unit in a clean and neat condition and is expressly responsible for the damages and liabilities that his failure to do so may cause.

(b) Each Member shall immediately reimburse the Association for any expenditures incurred in repairing or replacing any part of the Common Elements in any manner damaged by him, any member of his family, any tenant, any employee or any other user or occupant of his Unit.

Section 2. Use of Common Areas and Facilities. No Member shall place or cause to be placed any objects of any kind in the Common Elements.

Section 3. Rules of Conduct.

- (a) There shall be no advertisements or posters of any kind posted or displayed in or on the Condominium property, except as may be permitted by the Declaration.
- (b) Residents shall exercise extreme care about making noises and in the use of musical instruments, radios, televisions and amplifiers that may disturb other persons. Domestic animals may be kept only as permitted by the Declaration.
- (c) It is prohibited to hang garments, rugs, etc., from the windows or in any areas outside the Units.
- (d) It is prohibited to throw garbage or trash outside the disposal receptacles.
- (e) No Member shall install wiring for electrical or telephone installations, television antennae, machines or air conditioning units, etc., on the exterior of the Condominium property or that protrude through the walls or the roof of any building, except satellite dishes twenty-one (21) inches or smaller shall be permitted.
- (f) The exterior face of all window coverings, whether fabric or otherwise, must be white, off-white or natural wood tones. This includes, but is not limited to, drapes, curtains, louvered blinds and window shades. Fabric window coverings must be treated with backing or lining of opaque quality in white, off-white or natural wood tones. Any departure from the above-approved colors requires prior written approval of the Board of Directors.

Section 4. Remedies. Failure to comply with any of these By-Laws 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 by the Association or, in a proper case, by an aggrieved Member.

## ARTICLE IX

### AMENDMENTS

Section 1. By-Laws. These By-Laws may be amended by the Members in a duly constituted meeting for such purpose; but no amendment shall take effect unless approved by the owners of at least sixty-seven percent (67%) of the total Units. For the purpose of determining the percentage in the preceding sentence, the "total Units" shall be deemed to be a total of forty-six(46) Units and Declarant shall be deemed to own all forty-six(46) Units less those actually conveyed at the time of such determination. No amendment shall limit any of the rights granted to or reserved by Declarant herein.

## ARTICE X

### MORTGAGES, STATEMENT OF UNPAID ASSESSMENTS

Section 1. Notice to Association. Any Member who permits or causes his Unit to be encumbered by a mortgage shall notify the Secretary of each such mortgage and the name and address of each such mortgagee. Such notice may also be served by any such mortgagee. The Secretary shall maintain a record of the names and addresses of all mortgagees of which the Secretary shall have received notice.

Section 2. Notice of Unpaid Assessments. Upon ten (10) days request by a mortgagee, a proposed mortgagee or purchaser who has a contractual right to purchase a Unit, the Association shall furnish to such mortgagee, proposed mortgagee or purchaser, a statement setting forth the amount of the then unpaid assessments pertaining to such Unit. If any such mortgagee, proposed mortgagee or purchaser of such Unit, in reliance upon such statement shall disburse mortgage load proceeds or shall expend the purchase price, such mortgagee, proposed mortgagee or purchaser shall not be liable for, nor shall such Unit be subject to a lien which is not properly filed in accordance with law prior to the date of the statement, for any unpaid assessments in excess of the amount set forth in such statement. If the Association does not provide such a statement within ten (10) business days after such request, then the Association is barred from claiming against any such mortgagee, proposed mortgagee or purchaser under any lien which is not properly filed in accordance with law prior to the request for the statement.

Section 3. Notice of Mortgagee. Any mortgagee of a Unit shall be entitled to written notice from the Association of any sixty (60) day delinquency in the payment of assessment owed by the Unit Owner or, if applicable, any then occupant of the Unit, or any



breach in the provisions of any of the provisions set forth in these By-Laws, the Declaration, any amendments to the foregoing or all rules and regulations of the Association, which is not cured within sixty (60) days of such breach; provided the Association shall previously have been notified of the mortgagee in the manner set forth above. Mortgagee shall also receive notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium or the Unit securing its mortgage, (ii) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association and (iii) any proposed action which would require the consent of a specified number of eligible mortgage holders as set out in the Declaration. Any notice required or permitted to be given to any mortgagee pursuant to these By-Laws shall be deemed given if mailed or delivered to such mortgagee at the address shown in such record and shall be deemed effective as of the date of mailing or delivery.

## ARTICLE XI

### CONFLICTS

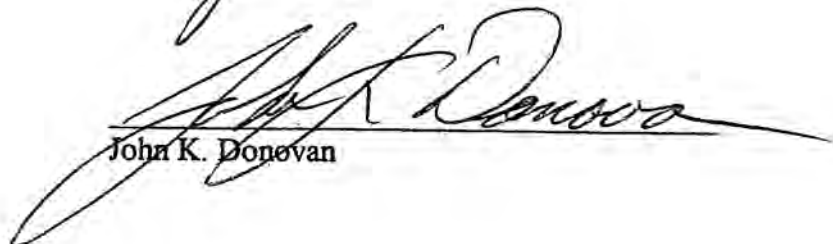
These By-Laws are set forth to comply with the requirements of the Act. In case any of these By-Laws conflict with the provisions of such Act or of the Condominium Declaration, the provisions of such Act or Declaration shall control; and in case of any conflict between the Act and the Declaration the provisions of the Act shall control.

## ARTICLE XII

### FISCAL YEAR

The fiscal year of the corporation shall begin on the first day of January and end on the 31st day of December of each year.

Adopted this 20<sup>th</sup> day of June, 2001.

  
John K. Donovan