

DISCLOSURE MATERIALS

WESTHAVEN CONDOMINIUM

720 through 824 Westhaven Court and  
625 through 825 South Olson Avenue

Appleton, Wisconsin 54914

DECLARANTS: Alan P. Ament and Mark J. Cumings  
d/b/a Westhaven Development  
719 West Frances Street, Appleton, WI 54914

PARTNERSHIP AGENT: Alan P. Ament  
719 W. Frances Street, Appleton, WI 54914

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

TWO: THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

THREE: YOU MAY AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.

## WESTHAVEN CONDOMINIUM

### INDEX

1. Declaration: The declaration establishes and describes the condominium units and the common areas. The declaration begins on Page 4.
2. By-Laws: The operation of a Condominium is governed by the Association of which each unit owner is a member. Powers, duties and operation of the Association are specified in its By-Laws. The By-Laws begin on Page 28.
3. House Rules and Regulations: The House Rules and Regulations contain the rules which govern the Condominium and effect the rights and responsibilities of unit owners. The House Rules and Regulations begin on Page 43.
4. Management Contracts: There presently are no management or employment contracts concerning the Condominium. It is anticipated that a contract will be negotiated in the summer of 1984 for grounds upkeep and snow removal.
5. Statement in lieu of Budget and Assessment Estimate: The Association incurs expenses for the operation of the Condominium which are assessed to the unit owners. The statement begins on Page 47.
6. Leases: There are presently no leases of units of the Condominium. However, some units may be leased in the future.
7. Expansion Plans: The Declarant has presently no plans to expand the Condominium beyond a nine building development.
8. Floor Plan and Map: The Declarant has provided a floor plan of the unit being offered for sale and a map of the Condominium which shows the location of the unit which you are considering and all facilities and common areas which are part of the Condominium. Floor plan and map are attached as Exhibits A and B. Exhibits A and B begin on Page 15.

DECLARATION OF CONDOMINIUM

OF

WESTHAVEN CONDOMINIUM

TABLE OF CONTENTS

1. Purpose - Page 4.
2. Description of Land - Page 4.
3. Description of Buildings and Units - Page 4.
4. Interpretation of Plans - Page 4.
5. Boundaries of Units - Page 4.
6. Common Areas - Page 5.
7. Limited Common Areas - Page 6.
8. Percentage Interest in Common Areas - Page 6.
9. Restriction on Use - Page 7.
10. Agent for Service of Process - Page 7.
11. Damage or Destruction - Insurance - Page 7.
12. Insurance - Page 7.
13. Easements for Decoration - Page 8.
14. Easements for Utilities - Page 8.
15. Easements Run with the Land - Page 8.
16. The Association of Unit Owners, Its Power and Responsibilities - Page 8.
17. Votes of Unit Owners - Page 9.
18. Maintenance - Page 9.
19. Entry for Repairs - Page 9.
20. Common Expenses - Page 9.
21. Amendment - Page 10.
22. Revocation - Page 10.
23. No Exemption by Waiver - Page 10.
24. Right of Declarants to Dispose of Unit - Page 10.
25. Separate Real Estate Taxes - Page 10.
26. Utilities - Page 10.
27. Negligence of Owner - Page 11.
28. Declarant's Initial Rights - Page 11.
29. Miscellaneous Provisions - Page 12.
30. House Rules - Page 12.
31. Compliance with Covenants, By-Laws and Administrative Provisions-Personal Application - Page 12.
32. Severability and Interpretation - Page 13.
33. Condemnation - Page 13.
34. Encroachments - Page 13.
35. First Board of Directors - Page 14.
36. Removal of Partitions - Page 14.
37. Exhibit "A" - Legal Description and Layout on Land - Page 15.
38. Exhibit "B" - First Floor, Second Floor and Basement Floor Plan - Page 16.
39. Exhibit "C" - Percentage Interest in Common Area - Page 22.

# DECLARATION OF CONDOMINIUM

OF

## WESTHAVEN CONDOMINIUM

This Declaration is made under the Wisconsin Unit Ownership Act, Chapter 703, Wisconsin Statutes by Alan P. Ament and Mark J. Cumings d/b/a Westhaven Development, a Wisconsin Partnership, hereinafter referred to as Declarants. This Condominium shall be known as Westhaven Condominium.

1. Purpose: The purpose of this Declaration is to submit the land and improvements described herein to condominium ownership and use in the manner provided by the Wisconsin Unit Ownership Act.
2. Description of Land: The land subject to this Declaration is owned by Declarants and is more fully described as Lots 1 through 19, Westland Acres, City of Appleton, Outagamie County, Wisconsin.
3. Description of Buildings and Units: The initial building and improvements will be located on a parcel described as the South 17 feet of Lot 9 and all of Lots 10 and 11, Westland Acres, City of Appleton, Outagamie County, Wisconsin. The initial building will be an 8 unit building of wood frame, masonry, and brick veneer construction. A survey plan of the land showing the location of the building is attached to this Declaration as Exhibit A. A set of floor plans for the building showing the layout, location, unit number and dimensions of each unit is attached to this Declaration as Exhibit B.

The development will eventually be expanded to include 725 Westhaven Court (10 unit), 800 Westhaven Court (4 units), 819 Westhaven Court (8 units), 720 Westhaven Court (8 units), 625 South Olson (8 units), 711 South Olson Avenue (6 units), 801 South Olson Avenue (8 units), 825 South Olson Avenue (8 units) for a total of 68 units.

4. Interpretation of Plans: If there is any variance between (a) the survey and floor plans as recorded and (b) any other document or on-site dimensions obtained, the data shown on the survey and floor plans shall prevail.
5. Boundaries of Units: The boundaries of each unit shall consist of that part of the cubic area of the building which is enclosed as follows:

(a) The upper boundary is the horizontal plane of the top surfaces of the undecorated finished ceiling of the highest level of living space.

(b) The lower boundary is the top side of the basement floor.

(c) The vertical or parametrical boundaries of the unit are the outer surfaces of the undecorated plaster walls and the plane of the outside faces of the doors and windows bounding a dwelling extended in each case to an intersection with the upper and lower boundaries.

(d) The foregoing boundaries extended to the intersection with each other shall constitute the unit. It is intended that the surface of the area (be it tiled, papered, panelled, painted or otherwise) is included as a part of the defined unit. In the case of a unit with more than one floor level, the boundaries delineated by (a), (b) and (c) above shall apply to each of said floor levels and the lower boundary of the areas with stairs shall be the undecorated finished stairs in both the vertical and horizontal planes.

(e) Services such as power, light, gas, hot and cold water, heating and air conditioning shall be a part of the unit if the service is provided exclusively for the unit defined in (a), (b), (c) and (d).

(f) There is included as part of each unit a garage and basement, the boundaries of which are more particularly set out in Exhibit A attached hereto.

6. Common Areas: Without intending to limit the term, "Common Area" expressly includes:

(a) The land on which the building is located.

(b) The foundations, columns, girders, beams, supports, main walls, roofs, entrances and exits of the buildings.

(c) Installation of central services providing services for more than one unit, such as power, light, gas, hot and cold water, heating and air conditioning, if applicable.

(d) Such community and commercial facilities as may be provided for in the Declaration.

(e) All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

(f) The limited common areas hereafter described as subject to the usage limitations particularly set out therein.

(g) All other lands described in Paragraph 2 hereof.

No unit owner shall own any pipes, wires, conduits, public utility lines or other structural components running through his unit and serving more than his unit, whether or not such items shall be located in the floors, ceilings, or perimeter or exterior walls of the unit.

Each unit owner may use the common areas and facilities in accordance with the purposes for which they were intended in accordance with this Declaration, the By-Laws and administrative rules adopted pursuant thereto without hindering or encroaching upon the lawful rights of the other unit owners.

The necessary work of maintenance, repair and replacement of the common areas and facilities and the making of any additions or improvements thereto shall be carried out only as provided in this Declaration, in the By-Laws and in the Wisconsin Unit Ownership Act.

7. Limited Common Areas: The patios adjacent to each unit are limited common areas reserved for the use of that unit to the exclusion of all of other units as is the driveway, front stoop and sidewalk from the driveway to the front stoop of each unit, except that the inner units of each building shall share the front stoop and sidewalk with the adjacent unit.

The Association shall be responsible for repair, maintenance and appearance of the patios and driveways, the exclusive use and possession whereof are extended hereby to the unit owner, including (without limitation) responsibility for breakage, damage, malfunction and ordinary wear and tear. A unit owner shall not paint, or otherwise decorate or adorn or change the appearance of any such patio in any manner contrary to such rules and regulations as may be established by said Board.

8. Percentage Interest in Common Areas: Each unit and its owner shall have such undivided percentage interest in the common areas and facilities as is more particularly set forth in Exhibit "C" attached hereto, which is a schedule of the percentage interests and type of unit. This percentage interest is appurtenant to the unit, and is not subject to partition as long as this Declaration is in effect.

Any deed, mortgage, lease or other instrument purporting to affect a conveyance of a unit without including also the unit owner's interest in the common areas shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

9. Restriction on use: The building and each of the units are intended for single family residential use only as presently or hereafter defined and permitted by City of Appleton Zoning ordinances and are restricted to that use. The building and units are intended only for residential use. Families may have no more than two minor children.
10. Agent for Service of Process: Service of Process shall be made upon Alan P. Ament, 719 W. Frances Street, Appleton, Wisconsin, or his personal representative, as to matters provided in the Wisconsin Unit Ownership Act. The Board of Directors of the Association may, however, at any time designate a different person to receive Service of Process. The designation of a different person to receive Service of Process shall become effective upon being filed with the Register of Deeds for Outagamie County, Wisconsin.
11. Damage or Destruction-Insurance: In the event of damage or destruction of all or part of the property, the damage shall be repaired or the property destroyed shall be rebuilt or restored unless 75% in interest of all the unit owners shall vote to the contrary. Such votes shall be taken by the Association at a meeting called for that purpose within ninety (90) days of the date of the damage or destruction. In the event of reconstruction, the original design, plans and specifications shall be observed as nearly as practicable, unless the Association authorizes a variance. Provided, however, that regardless of any authorized variance the number of square feet of any unit may not vary by more than 5% from the number of square feet of such units as originally constructed. The number of units shall remain the same. In the event the unit owners do not vote to repair, rebuild or restore the damaged property, unit owners shall then sell the property or partition it in accordance with the provisions of Chapter 703 of the Wisconsin Statutes.
12. Insurance: Each unit owner shall carry personal property, contents and public liability insurance on his own unit in accordance with such reasonable requirements as the Association may by By-Law establish.

The Board of Directors shall maintain public liability and fire insurance in reasonable amounts for common areas as Trustee for the unit owners insuring the unit owners individually, collectively and such other insurance as the Board of Directors shall determine from time to time is desirable. The Board of Directors shall furnish the unit owners certificates of such insurance and the premiums shall be common expenses.

13. Easements for Decoration: Each unit owner has an easement over and into the surfaces of the common area abutting his unit for the purpose of decoration provided that this easement shall not be construed so as to allow the owner to impair the structural integrity of any portion of the property or to change the boundaries of the unit or to interfere with the rights of any other unit owner in the common area.
14. Easements for Utilities: The unit owners, the Association and the Declarant each have easements for utility purposes over, under, along and on any part of the common area and facilities.
15. Easements Run with the Land: All easements and rights set forth in this Declaration run with the land and are subject to the reasonable control of the Association. No unit owner shall do any work which would jeopardize the soundness or safety of the property, reduce the value thereof or impair any easement or hereditament without first obtaining, in every such case, the consent of 100% in interest of all the unit owners.
16. The Association of Unit owners, Its Power and Responsibilities: All unit owners are members of an association of unit owners known as Association of Unit Owners of Westhaven Condominium. The operation of the Condominium shall be vested in the Association. No unit owner, except an officer of the Association or members of its Board of Directors shall have any authority to act for the Association. The powers and duties of the Association shall include those set forth in the By-Laws, the Unit Ownership Act and this Declaration. However, the Declarants shall have the initial rights to exercise the rights, powers, duties and functions of the Board of Directors and Association until the happening of the earlier of:
  1. Ten years in the case of an expandable condominium.
  2. Three years in the case of any other condominium.
  3. Thirty days after the conveyance of 75% of the common element interest to purchasers.



The period of Declarant control begins on the date that the first condominium unit is conveyed by Declarants to any person other than the Declarants. If there is any other unit owner other than the Declarants, the Declaration may not be amended to increase the scope nor the period of Declarant control.

17. Votes of Unit Owners: Each unit owner shall have one vote in the affairs of the Association. If the unit is owned by more than one person, the vote attributable to that unit shall not be counted if the owners are not unanimous. There shall be no fractional vote. However, the Declarants shall control the Association until the earlier of the happenings as set forth in Paragraph 16.
18. Maintenance: The Association shall conduct all work of maintenance, repair and replacement of common areas and facilities and the making of any additions or improvements thereto. The Association may, in its discretion, delegate said functions to its agents.
19. Entry for Repairs: The Association may enter any unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for other matters for which the Association is responsible. Each entry shall be made with prior notice to the owners and with as little inconvenience to the owner as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense. The Association shall have passkey privileges to enforce this right.
20. Common Expenses: The common expenses shall be charged to the unit owners according to the percentage of undivided interest of each in the common area of such facilities as shown in Exhibit "C". The Association may levy assessments from time to time for the purpose of maintaining a fund from which common expenses may be paid, and such assessments shall be levied in the same percentage that common expenses are to be charged. The Association may also levy special assessments for the reasons set forth in Section 19 of this Declaration. Assessments shall be paid monthly in advance or in such other convenient installments as the Association may determine from time to time. Special assessments shall be paid at such time or times in a lump sum, or in such installments as the Association may determine. In the event a unit owner fails to pay such assessment within thirty (30) days of the due date, the same shall constitute a lien on the interest of such unit owner as provided under the Wisconsin Unit Ownership Act. Common expenses shall include special assessments levied by the City of Appleton for street, sewer, water, curb, gutter or sidewalk installation completed after the date of this Declaration.

In the event that common profits, as defined in the Wisconsin Unit Ownership Act, should be accumulated, said common profits may be distributed among the unit owners according to the percentage of the undivided interest in the common areas and facilities as provided for in this Declaration.

21. Amendment: This Declaration may be amended by an affirmative vote of not less than 75% of unit owners and mortgagees at a meeting called for that purpose provided, however, that so long as the Declarant is the owner of any unit which has not initially been sold, no amendment shall be effective without the consent of the Declarant. Copies of any amendments adopted as provided in this paragraph shall be certified by the President and Secretary of the Association in a form suitable for recording and shall be recorded by the Register of Deeds for Outagamie County, Wisconsin.
22. Revocation: This Declaration may be revoked and the property removed under the provisions of Chapter 703 of the Wisconsin Statutes by an instrument executed by all of the unit owners and duly recorded, provided that the holders of all liens affecting any of the units consent thereto.
23. No Exemption by Waiver: No unit owner may exempt himself from liability from his contribution toward the common expenses by waiver of the use or enjoyment of the common area and facilities or by abandonment of his unit.
24. Right of Declarants to Dispose of Unit: Declarants shall have the right to dispose of units by Land Contract or by such other form of installment sale as they may choose. Nothing herein contained shall in any way restrict Declarants' right to lease units not otherwise disposed of.
25. Separate Real Estate Taxes: It is intended and understood that real estate taxes are to be separately taxed to each unit owner for his unit and his corresponding percentage of ownership in the common area as provided in the Act. In the event that for any year such taxes are not separately taxed to each unit owner, but are taxed on the property as a whole, then each owner shall pay his proportionate share thereof in accordance with his respective percentage of ownership interest in the common area.
26. Utilities: Each unit owner shall pay for his own telephone, electricity and other utilities which are separately metered or billed to each user by the respective utility company. Utilities which are not separately metered or billed shall be treated as part of the common expenses.

27. Negligence of Owner: If, due to the negligent act or omission of a unit owner, or a member of his family or household pet, or of a guest or other authorized occupant or visitor of such unit owner, damage shall be caused to the common areas or to a unit or units owned by others, or maintenance, repairs or replacements shall be required which would otherwise be at the Common Expense, then such unit owner shall pay for such damage and such maintenance, repairs and replacements.
28. Declarants' Initial Rights: Until such time as the Board of Directors of the Association of Unit Owners provided for in this Declaration is formed, and until such time thereafter as Declarants shall have consummated the sale of units aggregating 75% of all unit ownerships or three years after the day of this Declaration or ten years in the case of an expandable Condominium, the Declarants, their successors and assigns shall exercise the powers, rights, duties and functions of the Board of Directors and Association; provided, however, that the Declarants shall relinquish such powers, rights, duties and functions at the earlier happening of (a) ten years in the case of an expandable condominium, (b) three years in the case of any other condominium, or (c) 30 days after the conveyance of 75% of the common interest to purchasers. Their period of Declarant control begins on the date that the first Condominium unit is conveyed by Declarants to any other person other than the Declarants. If there is any other unit owner other than a Declarant, the Declaration may not be amended to increase the scope nor the period of Declarant control.

Prior to the conveyance of 25% of the common element interest to purchasers the Association shall hold a meeting and the unit owners other than the Declarants shall elect at least 25% of the directors of the Executive Board, prior to the conveyance of 50% of the common element interest to purchasers the Association shall hold a meeting and the unit owners other than the Declarants shall elect at least 33 1/3% of the directors of the Executive Board. The calculation of the percentage of common element interest conveyed to purchasers as set forth above shall be based on a percentage of undivided interest appurtenant to each unit which has been conveyed assuming that all units to be completed are included in the Condominium. Not later than 45 days after the expiration of any period of Declarants control the Association shall hold a meeting and unit owners shall elect an Executive Board of at least three directors and officers of the Association. The directors and officers shall take office upon election.

29. Miscellaneous Provisions:

(a) Impairment of Structural Integrity of Building: Nothing shall be done in any unit or in, on or to the common area which will impair the structural integrity of the building or which would structurally change the building except as is otherwise provided herein. No unit owner shall overload the electric wiring in the building, or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others.

(b) Display of Model Units by Declarants: During the period of construction of the building by the Declarants, the Declarants and their contractors and subcontractors, and their respective agents and employees, shall be entitled to access, ingress and egress to all of the property as may be required in connection with said construction. During the period in which sales of units by the Declarants are in process, but in no event for any period extending beyond sixty (60) months from the registration or filing of this Declaration, the Declarants may occupy or grant permission to any person or entity to occupy, with or without rental, as determined by the Declarants, one or more units for business or promotional purposes, including clerical activities, sales offices, model units for display and the like; provided that the activities in the units so occupied do not unreasonably interfere with the quiet enjoyment of any other owner or occupant.

(c) The Declarants shall pay no Association fees for the units which have not been sold or leased by the Declarants. As each unit is sold or leased by the Declarants, the Association fees shall become due for that unit.

30. House Rules: The Board may from time to time promulgate such reasonable house rules as are deemed necessary and desirable to carry out the purposes and intents of this Declaration, to promote the harmonious usage of the common area, and to cause each unit owner to be free from any unreasonable interference with the peaceful use of his unit and its appurtenances.

31. Compliance with Covenants, By-Laws and Administrative Provisions-Personal Application:

(a) Each unit owner shall comply strictly with the covenants, conditions and restrictions set forth in this Declaration or in the deed to his unit, and with the By-Laws and with the administrative rules adopted pursuant thereto, as either of the same are amended from time to time. Failure to comply with any of the same shall be

grounds for action to recover sums due, for damages or injunctive relief or both maintainable by the Board of Directors on behalf of the Association or, in a proper case, by an aggrieved unit owner.

(b) Furthermore, all unit owners, tenants of such owners, employees of owners and tenants, or any other persons that in any manner use the property or any part thereof shall be subject to the Wisconsin Unit Ownership Act and to this Declaration, the Articles and the By-Laws adopted thereto.

(c) All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Wisconsin Unit Ownership Act, this Declaration, the Articles or the By-Laws, shall be deemed to be binding on all unit owners.

32. Severability and Interpretation: The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.
33. Condemnation: In the event of a taking on condemnation or by eminent domain of part or all of the common elements, the award made for such taking shall be payable to the Association of Unit Owners. If 75% or more of the unit owners duly and promptly approve the repair and restoration of such common elements, the Association of Unit Owners shall arrange for the repair and restoration of such common elements and the Association of Unit Owners shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that 75% or more of the unit owners do not duly and promptly approve the repair and restoration of such common elements, the Association of Unit Owners shall disburse the net proceeds of such award in the same manner as they are required to distribute insurance proceeds where there is no repair or restoration of the damage as provided in Section 11 of this Declaration of Condominium.
34. Encroachments: If any portion of the common elements shall encroach upon any unit or if any unit shall encroach upon any other unit or upon any portion of the common elements as a result of the construction of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. In the event the building, the unit, any adjoining unit or any adjoining common element, shall be partially or totally destroyed as a result of fire or other casualty or as a result of condemnation or eminent domain proceedings, and then rebuilt, any resulting

Page 14

THE COMMON ELEMENT IS THE AREA AND FACILITIES INCLUDED IN THE COMMODITIES REGISTRATION, RECEIVING THE DATA AND LISTED COMMON ELEMENTS ALL PATRONS AND STOPS ARE LISTED COMMON ELEMENTS

THERE SHALL BE SUCH PRESENTMENT, CAPTAINS THROUGH THE PROPERTY AND EACH OF THE UNITS AS MAY BE NECESSARY FOR THE INSTALLATION, MAINTENANCE, REPLACEMENT AND REPAIR OF THE COMMON ELEMENTS, PUBLIC UTILITIES, SANITARY SEWER, STORM SEWER, WASTE SERVICES AND OTHER UTILITIES.

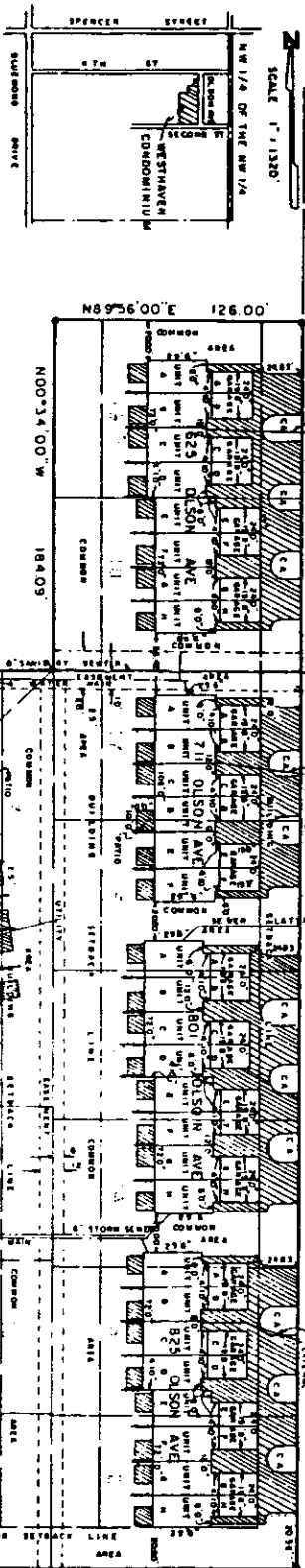
**SURVEYOR'S CERTIFICATE**

1. DAVID B. GIBBL, DO WRITER/SCENARIST THAT THE PLAY IN A CONCRETE REPRESENTATION OF THE COMPOSITION OF DECISIONS AND THE INVESTIGATION AND LOGIC OF REASONING AND THE COMPLEX EVENTS CAN BE REPRODUCED FROM THE PLAY AND REPRODUCIBLE

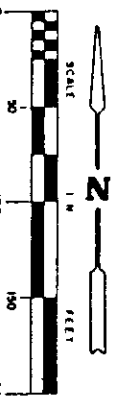
UNITED STATES DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT



OLSON—Avenue



NORTH IS REFERENCED TO THE NORTH LINE OF SECOND STREET WHICH IS RECORDED TO BEAR S89°52'00"W



W E S T H A U E N  
C O N D O M I N I U M

LOTS 1 THRU 5 OF THE WESTLAND ACRES SUBDIVISION, LOCATED IN THE  
NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 33,  
TOWN 21 NORTH, RANGE 17 EAST, CITY OF APPLETON,  
OUTAGAMIE COUNTY, WISCONSIN

PREPARED BY  
**MARTENSON & EISELE, INC.**  
CONSULTING ENGINEERING AND LAND SURVEYING  
1919 AMERICAN COURT  
NEENAH, WI 54956

**THIS INFORMATION IS PART OF THE EVIDENCE**

Exhibit "A"

*SECOND ——— STREET*

LEGGEND

- EXIST 1-1/4" STEEL W/PI  
 • EXIST 2" IRON PIPE  
 • EXIST 3/4" STEEL N  
 LIMITED COMMON AREA  
 CA COMMON AREA  
 PRIVACY FENCE

CURRENT DATA - 4 - 1964

COORDINATE 60 D;  
CHORD MEASURE 88° 30' 00"  
AND 1 FOOT 24 8;  
CHORD AREA 18° 30' 00"  
ABOUT 1000

4-2 9200 14002

END OF LINE	0003
END OF LINE	31.14
NO. 10000	1200
END OF LINE	1475
END OF LINE	9000

Support Data D-1

CORDS LEFT - 10 87  
 CORD BLANK - 8 0 1 0 0 0 0  
 APC LENGTH 11.7  
 CORDS, 4000 17 4 0 0  
 4000 17 4 0 0

CUMUL DATA 4-1

CRONO LEGGI 7018  
CRONO ALIANTI 7019  
SAC LEGGI 7020  
CENTRAL ALIANTI 7021  
MILITARI 7022

PROJECT NO 303-C

# TOWNHOUSE UNIT

Located At:

625 B Olson Ave.  
 625 C     "     "  
 625 D     "     "  
 625 E     "     "  
 625 F     "     "  
 625 G     "     "

711 B     "     "  
 711 C     "     "  
 711 D     "     "  
 711 E     "     "

801 B     "     "  
 801 C     "     "  
 801 D     "     "  
 801 E     "     "  
 801 F     "     "  
 801 G     "     "

825 B     "     "  
 825 C     "     "  
 825 D     "     "  
 825 E     "     "  
 825 F     "     "  
 825 G     "     "

720 B Westhaven Ct.  
 720 C     "     "  
 720 D     "     "  
 720 E     "     "  
 720 F     "     "  
 720 G     "     "

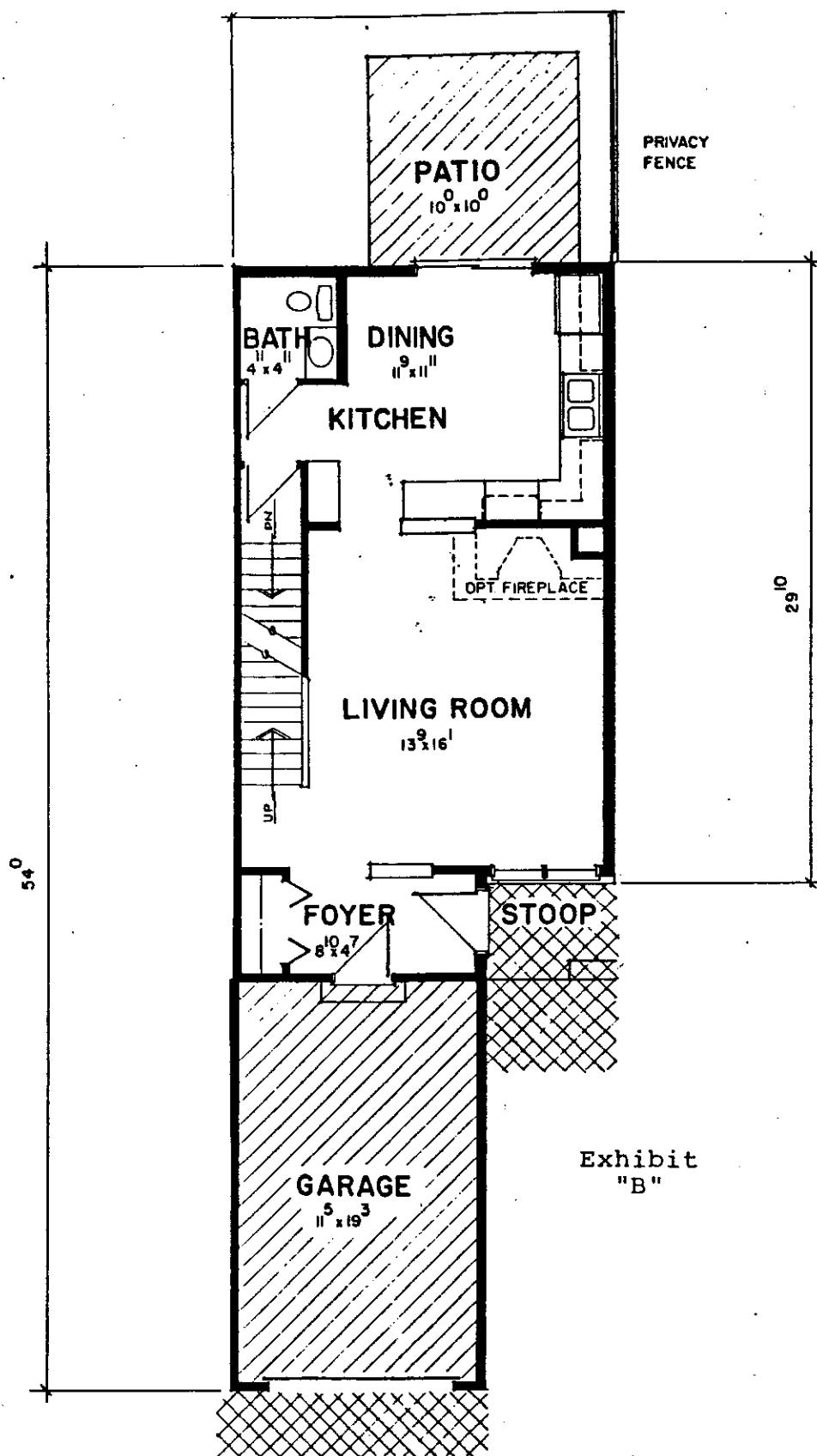
725 B     "     "  
 725 C     "     "  
 725 D     "     "  
 725 E     "     "  
 725 F     "     "  
 725 G     "     "  
 725 H     "     "  
 725 I     "     "

800 B     "     "  
 800 C     "     "  
 819 B     "     "  
 819 C     "     "  
 819 D     "     "  
 819 E     "     "  
 819 F     "     "  
 819 G     "     "

824 B     "     "  
 824 C     "     "  
 824 D     "     "

824 F Westhaven Ct.  
 824 G Westhaven Ct.

1044 S.F. UNIT w/ 550 S.F. 1st FLOOR & 220 S.F. GARAGE





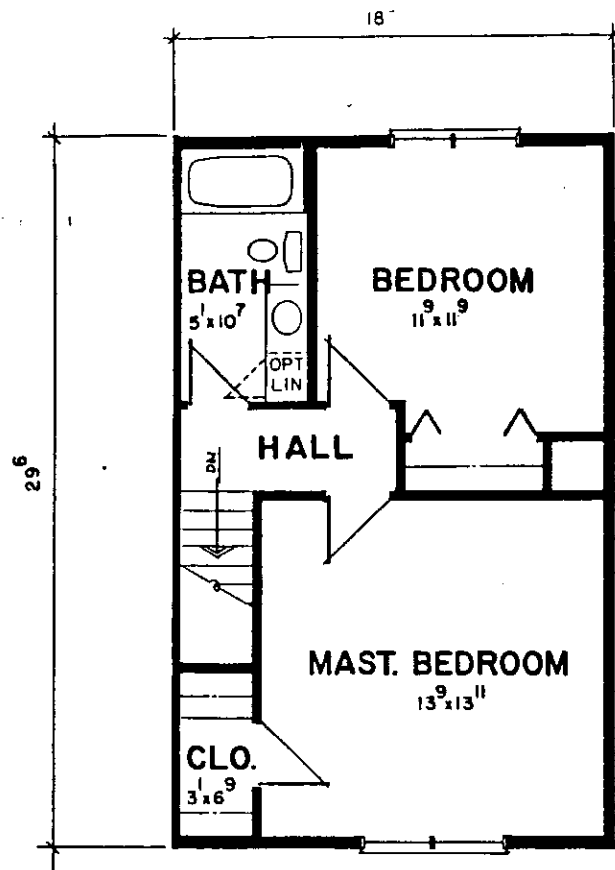
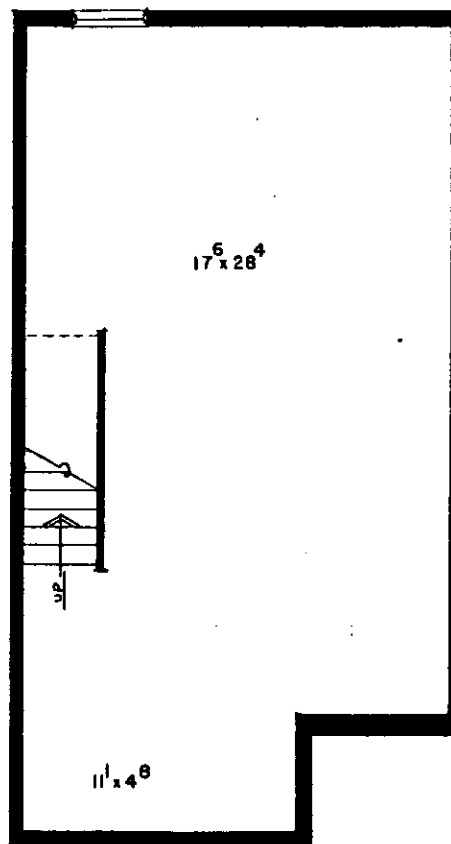


Exhibit  
"B"

494 S.F. 2nd FLOOR



548 S.F. BASEMENT

**TOWNHOUSE UNIT**  
**Located At:**

625 A Olson Ave.  
 625 H " "

711 A " "  
 711 F " "

801 A " "  
 801 H " "

825 A " "

720 A Westhaven Ct.  
 720 H " "

725 A " "  
 725 J " "

800 A " "  
 800 D " "

819 A " "

824 A " "

54'

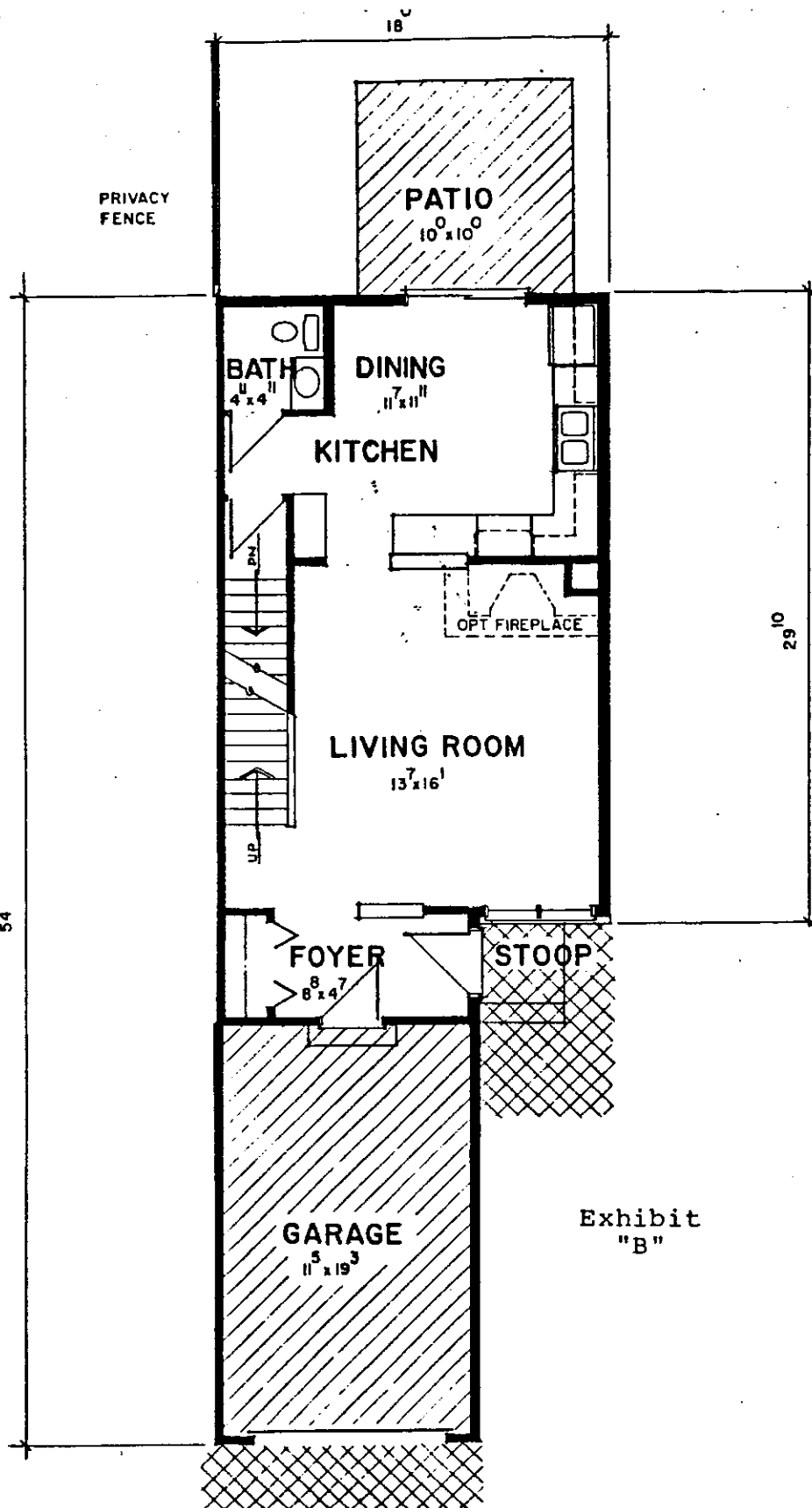


Exhibit  
 "B"

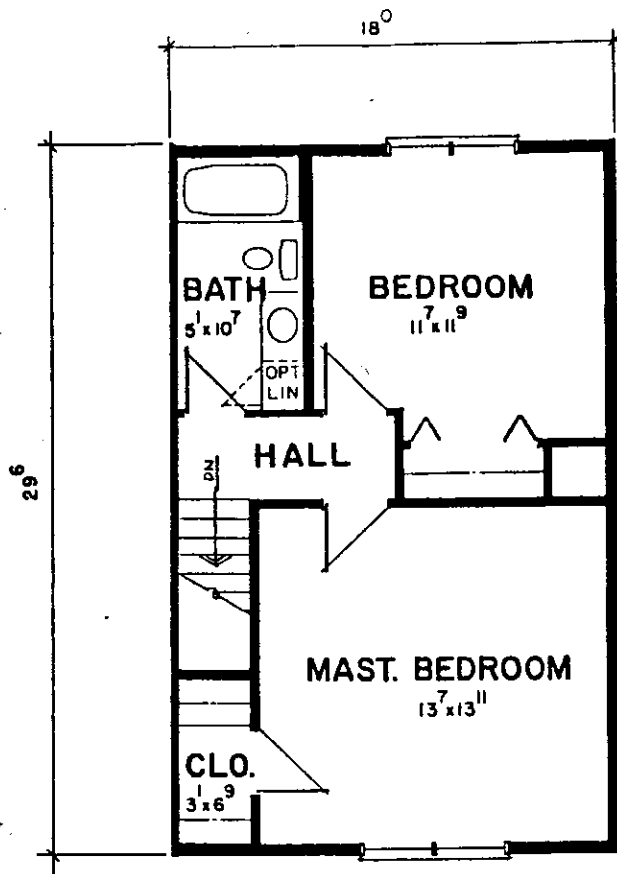
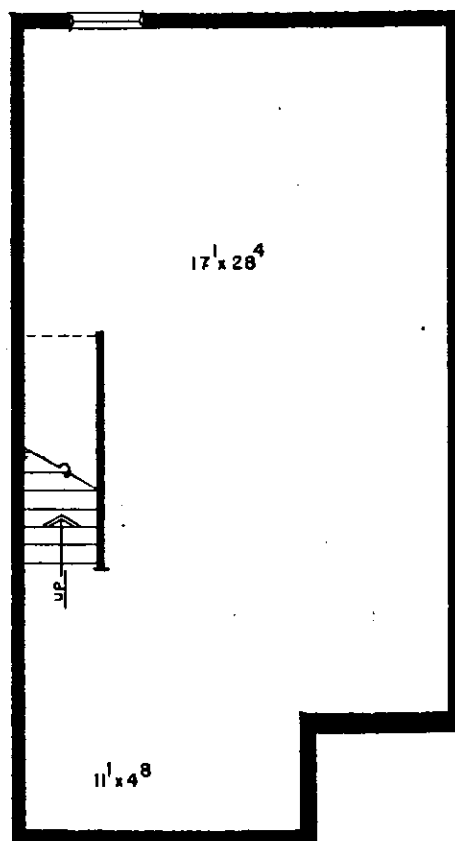


Exhibit  
"B"

489 S.F. 2nd FLOOR



536 S.F. BASEMENT

TOWNHOUSE UNIT  
Located At:

819 H Westhaven Ct.  
824 H " "

825 H Olson Ave.

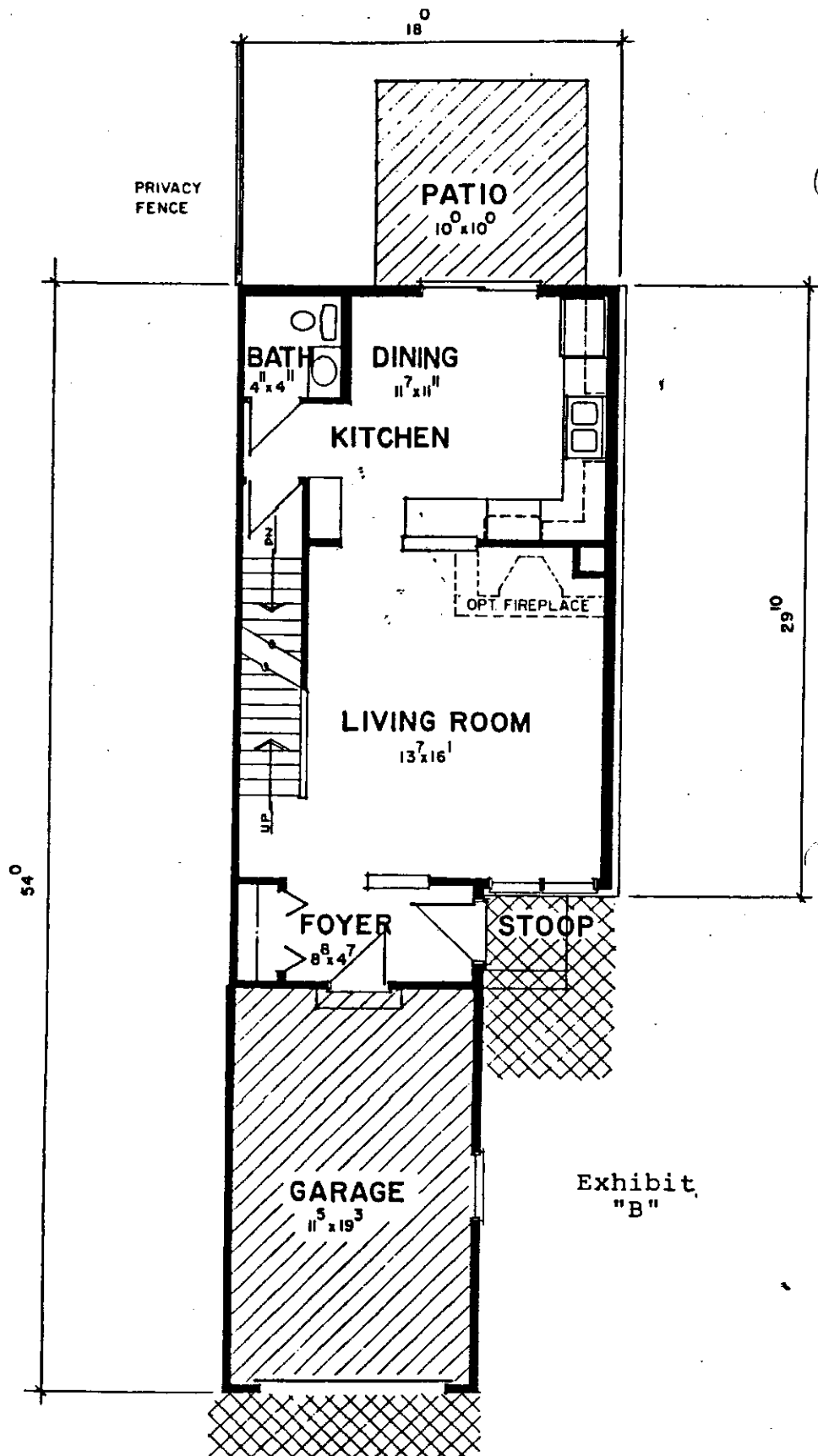


Exhibit  
"B"

1033 S.F./UNIT w/ 544 S.F. 1st FLOOR & 220 S.F. GARAGE

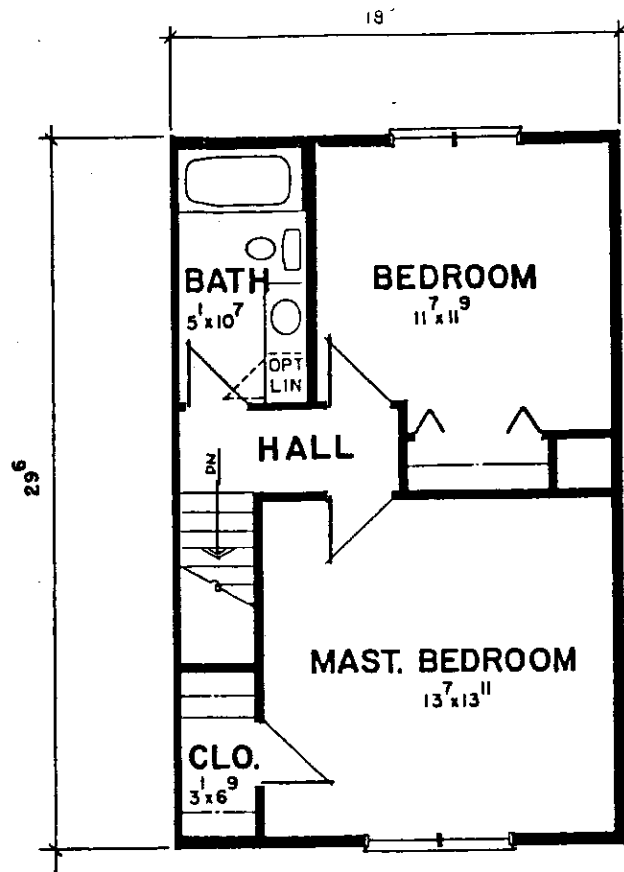
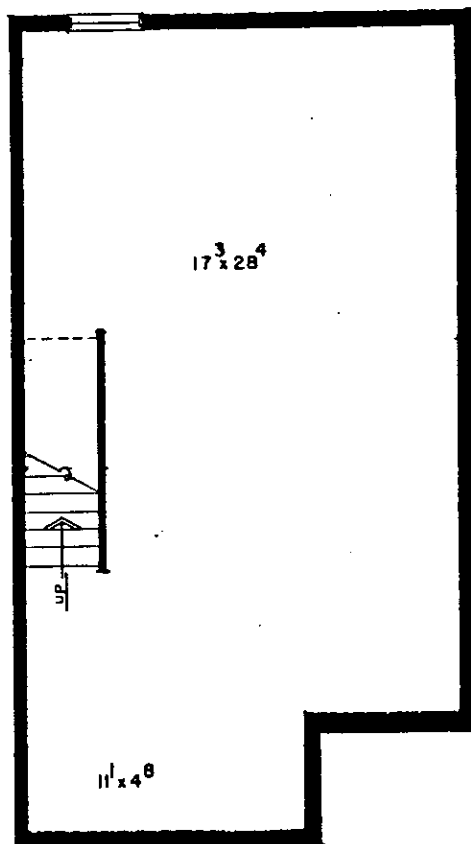


Exhibit  
"B"

489 S.F. 2nd FLOOR



540 S.F. BASEMENT

## Exhibit "C"

WESTHAVEN CONDOMINIUMSSCHEDULE OF PERCENTAGE INTEREST IN COMMON AREA

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>UNIT TYPE</u>	<u>FRACTIONAL INTEREST OF COMMON AREAS</u>
A	625 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
B	625 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
C	625 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
D	625 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
E	625 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
F	625 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
G	625 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
H	625 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
A	711 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
B	711 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
C	711 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
D	711 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68

## Exhibit "C"

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>UNIT TYPE</u>	<u>FRACTIONAL INTEREST OF COMMON AREAS</u>
E	711 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
F	711 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
A	801 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
B	801 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
C	801 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
D	801 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
E	801 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
F	801 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
G	801 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
H	801 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
A	825 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
B	825 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
C	825 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68

## Exhibit "C"

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>UNIT TYPE</u>	<u>FRACTIONAL INTEREST OF COMMON AREAS</u>
D	825 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
E	825 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
F	825 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
G	825 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
H	825 S. Olson Ave.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
A	824 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
B	824 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
C	824 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
D	824 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
E	824 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
F	824 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
G	824 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
H	824 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
A	800 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68



## Exhibit "C"

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>UNIT TYPE</u>	<u>FRACTIONAL INTEREST OF COMMON AREAS</u>
B	800 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
C	800 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
D	800 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
A	720 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
B	720 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
C	720 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
D	720 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
E	720 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
F	720 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
G	720 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
H	720 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
A	725 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
B	725 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68

## Exhibit "C"

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>UNIT TYPE</u>	<u>FRACTIONAL INTEREST OF COMMON AREAS</u>
C	725 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
D	725 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
E	725 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
F	725 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
G	725 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
H	725 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
I	725 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
J	725 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
A	819 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
B	819 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
C	819 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
D	819 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
E	819 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68

## Exhibit "C"

<u>UNIT NUMBER</u>	<u>ADDRESS</u>	<u>UNIT TYPE</u>	<u>FRACTIONAL INTEREST OF COMMON AREAS</u>
F	819 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
G	819 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68
H	819 Westhaven Ct.	2 Bedrooms, 1 1/2 Baths, Basement and Garage	1/68

BY-LAWS  
OF  
WESTHAVEN CONDOMINIUM

ARTICLE I

GENERAL

Section 1: Name: The name of the association shall be Association of Unit Owners of Westhaven Condominium (Association).

Section 2: Principal Office: The principal office of the Association shall be at 217 East Pacific Street, Appleton, Wisconsin, or at such other location as may be designated by the Association's Board of Directors. All books and records of the Association shall be kept at its principal office.

Section 3: Definition: As used herein, the term association shall be synonymous with Association of Unit Owners (Association) as defined in the Declaration of Condominium (Declaration) of Westhaven Condominium which has been recorded with the Register of Deeds for Outagamie County, Wisconsin, on the 23rd day of May, 1984, in Jacket 4647, Image 21 through 46 as Document No. 845252. A Condominium (Condominium) is defined in the Wisconsin Unit Ownership Act Chapter 703 Wisconsin Statutes. This Association is unincorporated.

ARTICLE II

DIRECTORS

Section 1: Number and Term: The number of Directors which shall constitute the whole Board shall be composed of not less than 3, nor more than 9. All Directors shall be members. Within the limits above specified, the number of directors shall be determined by the Members at the annual meeting. Each Director shall be elected to serve for a term of three (3) years or until his successor shall be elected and shall qualify. The first elected Board of Directors shall have three (3) members. Of said three members, one shall have a one year term, one shall have a two year term and one shall have a three year term. During each successive year, 1/3 of the Directors of the Association shall be elected and in the event of death or resignation of a Director, his term may be filled to its completion by a successor.

Section 2: Vacancy and Replacement: If the office of any

Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal of office or otherwise, the majority of the remaining Directors, though less than a quorum, at a special meeting of Directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired portion of the term of the vacated office.

Section 3: Removal: Directors may be removed for cause by an affirmative vote of a majority of the qualified votes of members. No Director shall continue to serve on the Board if, during his term of office, his membership in the Association shall be terminated for any reason whatsoever.

Section 4: First Board of Directors: The Declarant shall take over the responsibility of the first Board of Directors in accordance with Section 35 of the Declaration.

Section 5: Powers: The property and business of the Association shall be managed by the Board of Directors, which may exercise all powers not specifically prohibited by statute or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

- A. To levy and collect according to the provisions of the Wisconsin Unit Ownership Act the Declaration and these By-Laws regular and special Assessments for common expenses.
- B. To use and expend the Assessments collected to maintain, repair, replace, care for and preserve the Units and property, except those portions thereof which are required to be maintained, cared for and preserved by the Unit Owners, and for other common expenses.
- C. To purchase the necessary equipment required in the maintenance, care and preservation referred to above.
- D. To enter into and upon the Units when necessary, with as little inconvenience to the owners as possible, in connection with said maintenance, care and preservation.
- E. To designate and remove personnel necessary for said maintenance, repair, replacement, care and preservation.
- F. To insure and keep insured said property in the manner set forth in the Declaration against loss from fire and/or other casualty and the Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable.
- G. To collect delinquent Assessments by suit or otherwise,

to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, unless otherwise provided for by express provision of the Wisconsin Statutes, the Declaration or these By-Laws. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

Section 8: Order of Business: The order of business at all meetings of the Board shall be as follows:

- A. Roll Call
- B. Reading of Minutes of the last meeting
- C. Consideration of communications
- D. Resignations and elections
- E. Reports of officers and employees
- F. Reports of committees
- G. Unfinished business
- H. Original resolutions and new business
- I. Adjournment

Section 9: Annual Statement: The Board shall present, no less often than at each annual meeting, a full and clear statement of the business and condition of the Association including a report of the operating expenses of the Association and the assessments paid by each member.

### ARTICLE III

#### OFFICERS

Section 1: Executive Officers: The executive officers of the Association shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by a majority vote of said Board at the annual meeting of the Board as established by these By-Laws. Any two of said offices may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the Association. If the Board so determines, there may be more than one Vice-President.

Section 2: Subordinate Officers: The Board of Directors may appoint such other officers and agents as they deem necessary who shall hold office at the pleasure of the Board of Directors and who shall have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3: Tenure of Officers-Removal: All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may

delegate such powers to any officers.

Section 4: The President:

- A. The President shall be chairman of and shall preside at all meetings of the Members and Directors, shall have general and active management authority over the business of the Association except that which is delegated, shall see that all orders and resolutions of the Board are carried into effect and shall execute bonds, mortgages and other contracts requiring a seal of the Association. The seal, when affixed, shall be attested by the signature of the Secretary.
- B. The President shall supervise and direct all other officers of the Association and shall see that their duties are performed properly.
- C. The President shall submit a report of the operations of the Association for the fiscal year to the Directors (whenever called for by them) and to the Members at their annual meeting, and from time to time shall report to the Board all matters within his knowledge which the best interests of the Association may require to be brought to their notice.
- D. The President shall be an ex officio member of all committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of an Association.

Section 5: The Vice-President:

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

Section 6: The Secretary:

- A. The Secretary shall keep the minutes of meetings of the Members and of the Board of Directors in one or more books provided for that purpose.
- B. The Secretary shall see that all notices are duly given in accordance with the provisions of these By-Laws or as otherwise required by Law.
- C. The Secretary shall be custodian of the Association

records and of the seal of the Association and shall see that the seal of the Association is affixed to all documents, the execution of which on behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws.

- D. The Secretary shall keep a register of the Post Office address of each Member, which shall be furnished to the Secretary by such Member.
- E. In general, the Secretary shall perform all the duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or Board of Directors.

Section 7: The Treasurer:

- A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designated by the Board of Directors.
- B. The Treasurer shall disburse the funds of the Association as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meeting of the Board, or whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association.
- C. The Treasurer shall keep detailed, accurate records in chronological order, of the receipts and expenditures affecting the common areas and facilities, specifying and itemizing the maintenance and repair expenses of the common areas and facilities and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Members at convenient hours of week days.
- D. The Treasurer may be required to give the Association a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the Association in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the Association.

Section 8: Vacancies: If the office of the President, Vice-President, Secretary or Treasurer becomes vacant by reason



of death, resignation, disqualification or otherwise, the Directors, by a majority vote of the Board of Directors, may choose a successor or successors who shall hold office for the unexpired portion of the term of the vacated office.

Section 9: Resignations: Any Director or any other officer may resign his office at any time, in writing, which resignation shall take effect from the time of its receipt by the Association, unless some later time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

#### ARTICLE IV

##### MEMBERSHIP

Section 1: Definition: Each Unit Owner shall be a member of the Association, and membership in the Association shall be limited to Unit Owners.

Section 2: Transfer of Membership and Ownership: Membership in the Association may be transferred only as an incident to the transfer of the transferer's Unit and his undivided interest in the common areas and facilities of the Condominium. Such transfer shall be subject to the procedures set forth in the Declaration.

#### ARTICLE V

##### MEETINGS OF MEMBERSHIP

Section 1: Place: All meetings of the Association membership shall be held at such place in Outagamie County, Wisconsin, as may be stated in the notice of the meeting.

Section 2: Annual Meeting:

- A. Regular annual meetings subsequent to the first meeting shall be held on the first weekday of the month in which said first meeting was held, if not a legal holiday, and if a legal holiday, then on the next secular day following.
- B. All annual meetings shall be held at the hour of 7:00 P.M.
- C. At the annual meeting, the members, by a plurality vote shall elect a Board of Directors and transact such other business as may properly come before the meeting.
- D. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote at such address as appears on the books of the Association at least ten (10) days prior to the meeting.

E. Members of the Association may vote by proxy.

Section 3: Membership List: At least ten (10) days before every election of Directors, a complete list of Members entitled to vote at said election, arranged numerically by units, with the residence of each member, shall be prepared by the Secretary.

Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the Association and shall be open to examination by any Member throughout such time.

Section 4: Special Meetings:

A. Special meeting of the Members, for any purpose or purposes, unless otherwise prescribed by statute or by the By-Laws, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of one-third (1/3) of the members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a special meeting of members stating the time, place and object thereof, shall be served upon or mailed to each Member entitled to vote thereon, at such address as appears on the books of the Association, at least five (5) days before such meeting. Notice may be waived by a written statement signed by a Member.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5: Quorum: Fifty-one percent (51%) of the total number of Members of the Association, present in person or represented by written proxy, shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute or these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be presented or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6: Vote Required to Transact Business: When a

a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one which, by express provision of the Wisconsin Statutes, the Declaration or these By-Laws requires a different vote, in which case such express provision shall govern and control the decision of such question.

Section 7: Right to Vote: All unit Members shall be entitled to one vote. At any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If a unit is owned by more than one owner, the vote attributable to that unit shall not be counted if the owners are not unanimous. There shall be no fractional vote. The owners of the unit shall file a certificate with the Secretary naming the person authorized to cast said unit's vote. If same is not on file, the vote of such unit shall not be considered, nor shall the presence of said owners at a meeting be considered in determining whether the quorum requirement has been met. In the event that there is a condominium lien filed against any unit, the unit owner shall have his vote suspended until said lien is satisfied.

Section 8: Waiver and Consent: Whenever the vote of Members at a meeting is required or permitted by a provision of the Wisconsin Statutes, the Declaration or these By-Laws in connection with any action of the Association, the meeting and vote of Members may be dispensed with if all Members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action being taken.

Section 9: Order of Business: The order of business at annual Members' meetings and as far as practical at other Members' meetings shall be:

- A. Election of Chairman
- B. Roll Call
- C. Proof of Notice of Meeting or Waiver of Notice
- D. Reading of Minutes of Prior Meeting
- E. Officers' Reports
- F. Committee Reports
- G. Elections
- H. Unfinished Business
- I. New Business
- J. Adjournment

## ARTICLE VI

## NOTICES

Section 1: Definition: Whenever under the provisions of the Wisconsin Statutes, the Declaration or these By-Laws, notice is required to be given to any Director or Member, it shall not be construed to mean personal notice, but such notice may be given in writing by mail, by depositing the same in a post office or letter box in a post-paid, sealed envelope, address as appears on the books of the Association.

Section 2: Service of Notice-Waiver: Whenever any notice is required to be given under the provisions of the Wisconsin Statutes, the Declaration or these By-Laws, a waiver thereof, in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3: Address: The initial address for notice to the Association is 217 East Pacific Street, Appleton, Wisconsin, 54911.

## ARTICLE VII

### FINANCES

Section 1: Fiscal Year: The fiscal year shall be the calendar year.

Section 2: Checks: All checks, drafts or other orders for payment of money, notes or other evidences of indebtedness, issued in the name of the Association, shall be signed by such officer or officers, agents or agent of the Association and in such manner as shall be from time to time determined by or under the authority of a resolution of the Board of Directors.

Section 3: Determination of Assessments:

- A. In furtherance of the provisions set forth in the Declaration, the Board of Directors shall fix assessments adequate to meet the common expenses of the Condominium. Common expenses shall include expenses for the operation, maintenance, repair or replacement of the common areas and facilities and the limited common areas and facilities, expenses for the maintenance, repair and replacement of the sanitary sewers and storm sewers, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance, and any other expenses designated as common expenses from time to time by the Board of Directors. The Board of Directors is specifically empowered on behalf

of the Association to make and collect assessments and to maintain, repair and replace the common areas and facilities of the Condominium. Funds for the payment of common expenses shall be assessed against the unit owners in the proportions or percentages of sharing common expenses provided in the Declaration. Said assessments shall be payable as provided in the Declaration. Special assessments which may be required by the Board of Directors, shall be levied and paid in the same manner as herein before provided for regular assessments.

- B. When the Board of Directors has determined the amount of any assessment, the Secretary or Treasurer shall mail or present a statement of the assessment to each of the unit owners. All assessments shall be payable to the Association as provided in the Declaration, and upon request, the Secretary or Treasurer shall give a receipt for each payment made.
- C. Notwithstanding anything in these By-Laws or the Declaration which authorize expenditures, after the first election of Directors, no expenditures for the improvement of the common areas and facilities exceeding One Hundred (\$100.00) Dollars shall be made without the approval of fifty-one (51) percent of the membership, except for the repair of the property due to casualty loss.

Section 4: Audits of Account: The accounts and records which the Treasurer must keep pursuant to the provision of these By-Laws shall be audited at least once every other year by qualified auditors. The costs of such audits shall be a common expense. Provided, however, that 75% of the membership may waive said audit.

#### ARTICLE VIII

##### RULES AND REGULATIONS

In addition to the other provisions of these By-Laws, the following Rules and Regulations, together with such additional rules and regulations as may hereafter be adopted by the Board of Directors, shall govern the use of units and the conduct of all residents thereof.

- A. Units shall be used by occupants only for residential purposes.
- B. Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such way as to be injurious to the reputation of the Condominium.

- C. The use of the unit and the undivided interest in the common areas and facilities appurtenant to each unit in the percentage specified and established in the Declaration shall be consistent with existing law and the Declaration to which these By-Laws become a part.
- D. Common areas and facilities shall not be obstructed, littered, defaced or misused in any manner.
- E. No structural changes or alterations shall be made in any Unit without prior written consent of the Board of Directors and any mortgagee holding a mortgage on said unit.
- F. A unit owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside of walls of his unit, and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the Association.
- G. No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the common areas and facilities.
- H. Common walks, lawns and other common areas and facilities shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced or misused in any manner.
- I. Unit owners shall not do any work which would jeopardize the soundness or safety of the property, reduce the value thereof, or impair any easement or hereditament without first obtaining, in every case, the consent of One Hundred percent (100%) in interest of all the unit owners.

## ARTICLE IX

### DEFAULT

In the event a unit owner does not pay any sum, charge or assessment required to be paid to the Association within thirty (30) days from the due date, the same shall constitute a lien on the interest of such unit owner as provided under the Wisconsin Unit Ownership Act. Such lien may be foreclosed by suit by the Association in like manner as a mortgage of real property. The Association, acting on its own behalf or through its Board of Directors, may, unless prohibited by the Declaration, bid in the unit of foreclosure sale, and acquire and hold, lease, mortgage and convey the same. Suit

to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

If the Association become the owner of a unit by reason of foreclosure, it shall offer said unit for sale and at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees, and any and all expenses incurred in the resale of the unit, which shall include, but not be limited to, advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit. All monies remaining after deducting the foregoing items of expenses shall be returned to the former owner of the unit.

In the event of a violation of the provisions of the Declaration or By-Laws which violation is not corrected within thirty (30) days after notice from the Association to the unit owner to correct said violation, the Association may take such action as it may deem appropriate, including the institution of legal action, to correct the violation.

In the event such legal action is brought against a unit owner and results in a judgment for the plaintiff, the defendant shall pay the plaintiff's reasonable attorney's fees and court costs.

Any delinquent sum charge or assessment required to be paid to the Association shall draw interest at the rate of twelve percent (12%) per annum.

Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions regardless of the harshness of the remedy available to the Association and regardless of the availability of the other equally adequate procedures. It is the intent of all unit owners to give to the Association such powers and authority which will enable it to operate on a businesslike basis, to collect those monies due and owing it from the unit owners, and to preserve each unit owner's right to enjoy his unit free from unreasonable restraint and nuisance.

#### ARTICLE X

##### JOINT OWNERSHIP

Membership may be held in the name of more than one person or corporation. In the event ownership is in more than one person or corporation, all of the joint owners shall be

entitled collectively to only one vote in the management of the affairs of the Association, and said vote may not be divided between multiple owners.

#### ARTICLE XI

##### AMENDMENT

These By-Laws may be amended at any duly called meeting of the Members. The notice of the meeting shall contain a full statement of the proposed amendment, and the quorum requirement for such purposes shall be a majority of all Members. It shall be necessary that there be an affirmative vote of sixty-seven percent (67%) of all the Members and sixty-seven percent (67%) of the Board of Directors to amend these By-Laws. No amendment to these By-Laws shall be passed which would operate to impair or prejudice the rights or liabilities of any mortgagee.

#### ARTICLE XII

##### PERSONAL APPLICATION

All unit owners, tenants of such owners, employees of owners and tenants, or any other persons that in any manner use the property or any part thereof, shall be subject to the Wisconsin Unit Ownership Act and to the Declaration and these By-Laws.

All agreements, decisions and determinations lawfully made by the Association in accordance with the voting percentages in the Wisconsin Unit Ownership Act, the Declaration or these By-Laws, shall be deemed to be binding on all unit owners.

#### ARTICLE XIII

##### EFFECTIVE DATE OF POWERS HEREIN ESTABLISHED SUBJECT TO DECLARATION

The powers, rights, duties and functions of the Board of Directors and Association herein described shall be exercised by the Declarants, Alan P. Ament and Mark J. Cumings d/b/a Westhaven Development, a Wisconsin partnership, or its successors or assigns as provided for in the Declaration until such time as the earliest of the following occurs: (1) Ten years in the case of an expandable condominium, (2) Three years in the case of any other condominium, or (3) Thirty days after the conveyance of 75% of the common element interest of purchasers. The period of Declarants' control begins on the date that the first condominium unit is conveyed by the Declarants to any person other than a Declarant. If there is



any other unit owner other than a Declarant, the Declaration may not be amended to increase the scope nor the period of the Declarants' control.

Prior to the conveyance of 25% of the common element interest to purchasers, an Association shall hold a meeting and the unit owners other than the Declarants shall elect at least 25% of the Directors of the Executive Board. Prior to the conveyance of 50% of the common element interest to purchasers, an Association shall hold a meeting and the unit owners other than the Declarants shall elect at least 33-1/3% of the Directors of the Executive Board.

The calculation of the percentage of common element interest conveyed to purchasers as set forth above shall be based upon a percentage of undivided interest appurtenant to each unit which has been conveyed, assuming that all units to be conveyed are included in the condominium.

#### ARTICLE XIV

#### CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to include the masculine, feminine or neuter, singular or plural, wherever the context so requires.

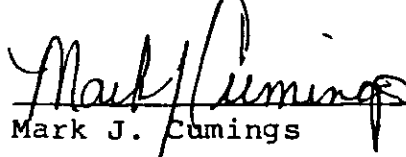
Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of the ASSOCIATION OF UNIT OWNERS OF WESTHAVEN CONDOMINIUM by the Declarant pursuant to Section 28 of the Declaration. Dated this 22nd day of May, 1984.

WESTHAVEN DEVELOPMENT



Alan P. Ament



Mark J. Cumings

ASSOCIATION OF UNIT OWNERS OF  
WESTHAVEN CONDOMINIUM  
HOUSE RULES AND REGULATIONS

A. General Use and Occupancy:

1. Each of the units shall be occupied and used only as a residence by the respective occupants thereof, families, guests and for no other purposes.
2. The common areas and facilities shall be used only for the purposes for which they were intended. The common areas and facilities shall not be obstructed, littered, defaced or misused in any manner.
3. No unit owner or occupant shall, except in specifically designated storage areas, place, store or maintain objects of any kind in the walkways, grounds or other common areas.
4. Every unit owner or occupant shall at all times keep his unit in a clean and sanitary condition.
5. Every unit owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the state of Wisconsin or the City of Appleton or adopted by the Association.
6. The use of the unit and the undivided interest in the common areas and facilities appurtenant to such unit shall be consistent with existing law and the Declaration of Condominium Homes and the Association's By-Laws.
7. Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such way as to be injurious to the reputation of the condominium.
8. Common walks, lawns and other common areas and facilities shall be kept free from rubbish, debris and other unsightly materials and shall not be obstructed, littered, defaced or misused in any manner.
9. No outdoor clothes lines may be erected and nothing shall be hung or exposed on any part of the common areas and facilities except as approved in writing by the Board of Directors.
10. A unit owner shall not cause or permit anything to

be hung or displayed on the outside of windows or placed on the outside walls of his unit, and no sign, awning, shutter or antenna shall be affixed to or placed on the exterior walls or roof, or any part thereof, without the prior consent of the Association.

11. Unit owners shall not do any work which would jeopardize the soundness or safety of the property, or reduce the value thereof, or impair any easement or hereditament without first obtaining in every case, the consent of One Hundred percent (100%) in interest of all the unit owners.
12. No unit owner or occupant may alter, change or remove any furniture, furnishings or equipment from the common areas or facilities.
13. A unit owner shall be liable for the expense of any maintenance, repair or replacement to the common areas and facilities rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees.
14. Between 10:00 P.M. and 9:00 A.M. noise which can be heard in another owner's unit must be avoided. Accordingly, the sound level of all TV sets, radios, pianos, organs, etc., must be reduced during this time period.

B. Patios:

1. A unit owner shall not paint or otherwise decorate or adorn or change the appearance of the patio to which said unit owner has exclusive use and possession, in any manner contrary to these rules.

C. Parking:

1. Parking areas shall not be used for any mechanical work on vehicles except in an emergency.
2. The driveways and common areas shall not be used for the storage of boats, trailers, mobile homes, campers, or motor homes.

D. Pets:

1. No dogs, animals, livestock or poultry of any kind shall be raised, bred or kept on the property. One cat or other small household pet (such as canaries or parakeets) may be kept on the premises provided they are not kept, bred or maintained for any com-

mercial purposes, and then only on the condition that said pets cause no unreasonable disturbance. No pets shall be allowed to walk on the grounds and must be carried at all times when outside the unit.

E. Architectural Control:

1. No exterior structural changes or alterations shall be made in any unit without prior written consent of the Board of Directors and any mortgagee holding a mortgage on said unit.
2. No unit owner or occupant shall install without the prior written consent of the Board of Directors any television antenna, machines or other equipment whatsoever on or to the patios or the exterior of the building or protruding from the patios, through the walls, windows or roof thereof. Window air conditioners shall be permitted.
3. No unit owner or occupant shall make any additions or alterations to any common areas or facilities, nor place or maintain thereon any signs, posters or bills whatsoever, except in accordance with such plans and specifications approved by the Directors.

F. Financial Responsibility:

1. Every owner is responsible for prompt payment of maintenance fees, assessments, fines or other charges authorized by the Association. Such fees must be paid by the first of each month.
2. The names of owners whose accounts are delinquent 5 days or more shall be duly notified. Those accounts delinquent 15 days or more shall be referred to the Board of Directors for appropriate action.

G. Bicycles:

1. Bicycles may not be stored on the patios.

H. Maintenance Personnel:

1. All employees of the Association are hired by and remain under the direction of the Board of Directors. They are all assigned to specific duties and may do no other work unless they have a work order issued by the Board of Directors.
2. Should outsiders be authorized to make repairs of

any kind within a unit during the owner's absence, it is necessary that the Board of Directors be advised, preferably in writing, indicating that entry to the unit is authorized.

3. Work in owner's unit by Association personnel shall be only done after authorized by the Board of Directors and the owner shall pay for such work on a time and material basis at rates established by the Board.

ASSOCIATION OF DECLARANTS OF  
WESTHAVEN CONDOMINIUM

Statement in Lieu of Budget and Assessment Estimate

During 1984 the Declarants expect expenses assessable to unit owners to be minimal in amount and to be assessed on a when-occurred basis.

Those expenses necessary to cover lawn and shrubbery care, snow removal and other outside services will be contracted in such a manner as to avoid having direct employees and the attendant insurance and other administrative expenses. These expenses are not expected to exceed \$30.00 per unit per month. It is anticipated that initially the Declarants will do the necessary outside services, and as more units are conveyed, a contract will be negotiated with a third party. Property taxes will be levied directly on unit owners based on assessment of land and building.

Depreciation and major maintenance accruals will not be assessed in 1984.

In 1985 and beyond, as the Association grows, some additional operating and administrative expense will be incurred and reserve accounts for major maintenance will need to be established by the Association. It is not anticipated that the sum of these costs will exceed \$10.00 to \$15.00 per unit per month for several more years.

**ADDITION TO  
HOUSE RULES & REGULATIONS  
OF  
WESTHAVEN CONDOMINIUMS**

**A. General Use and Occupancy:**

- 5. Every unit owner or occupant shall observe all laws, ordinances, rules and regulations now or hereafter enacted by either the state of Wisconsin or the city of Appleton or adopted by the Association.**

**In the case of a violation of the Association's By-Laws or House Rules & Regulations, a courtesy notice will be sent to the owner. If the infraction is still not rectified, a fine will be charged to the owner. Fines will be as follows: \$25.00 for the first offense; \$50.00 for the second; and \$100.00 for the third. Fines will be due with the monthly fees. If assessed fines are not paid, a lien can be placed against the owner's property.**