

976208

COPY

Register's Office
Winnebago County, Wis.
Received for record
this 15th Day of
July 1997 at
11:02 o'clock A.M.
Debra M. Muehl
REGISTER OF DEEDS

Return to:

Steven J. Frassetto
120 East Fourth Street
Kaukauna WI 54130

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CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS
AND EASEMENTS
FOR
MAHLER FARM CONDOMINIUMS-SOUTH

Due - 430-4280
Condo contract
Society Building
Judd Platt - 730-4285
President - Manager

75-8957



038267

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**CONDOMINIUM DECLARATION
OF
CONDITIONS, COVENANTS, RESTRICTIONS AND
EASEMENTS
FOR
MAHLER FARM CONDOMINIUMS - SOUTH**

This Declaration for the Mahler Farm Condominiums - South whose addresses are 1502-1524 Dickenson Circle, City of Neenah, Winnebago County, Wisconsin is made pursuant to the Unit Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes (hereinafter sometimes referred to as the "Act") this 27th day of June, 1997, by Mahler Farm South, LLC, a Wisconsin limited liability company, Donald Van Rossum and Edythe Van Rossum, husband and wife, Janet Erdman, a single person and William McFadden and Barbara McFadden, husband and wife, (hereinafter collectively referred to as "Declarant").

1. STATEMENT OF DECLARATION

1.1 Submission of Property. The purpose of this Declaration is to submit the lands hereinafter described and the improvements constructed or to be constructed thereon to the

condominium form of ownership in the manner provided by the Act and by this Declaration. Declarant hereby declares that they are the sole owners of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon (hereinafter referred to as "the Property") which is hereby submitted to the condominium form of use and ownership as provided in the Act and this Declaration, and which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the

provisions, conditions, covenants, restrictions and easements of this Declaration and the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the Declarant, its successors and assigns, and to all parties hereafter having any interest in the property.

1.2 Restatement of Declaration. Declarant acknowledges that a portion of the real property described in Section 2.1 hereof, together with all buildings and improvements thereon, is subject to the Condominium Declaration of Conditions, Covenants, Restrictions and Easements for Willow Wood Condominium dated November 30, 1995 and recorded January 16, 1996 in the Office of the Register of Deeds for Winnebago County, Wisconsin as Document No. 924675 and Amendment to Condominium Declaration dated February 15, 1996 and recorded March 1, 1996 in said Register's Office as Document No. 928505 and to a Condominium Plat therefore. This Declaration supersedes and takes the place of the above Condominium Declaration and Plat for Willow Wood, as amended, and the prior Condominium Declaration and Plat for Willow Wood, as amended, shall be of no further force or effect upon the recording of this Declaration.

1.3 Declarant Rights. Effective upon recording of this Declaration, Donald and Edythe Van Rossum, Janet Erdman and William and Barbara McFadden, hereby assign, transfer and convey to Mahler Farm South, LLC, any and all rights, duties or obligations they may have as Declarant under this Declaration, the By-laws or the Act. Mahler Farm South, LLC accepts such assignment, transfer and conveyance and, after recording of this Declaration, shall be considered the sole Declarant for all purposes under this Declaration, the By-laws and the Act, and shall indemnify and hold the assigning parties harmless from any claims or actions arising out of their execution of this Declaration.

2. LEGAL DESCRIPTION AND NAME

2.1 Legal Description. The following described real estate is subjected to the provisions of this Declaration:

See attached legal description

2.2 Name. The aforesaid real estate and all buildings and improvements thereon shall be known as "Mahler Farm Condominiums - South".

3. EXPANDABLE CONDOMINIUM

The Declarant expressly reserves the option and right to expand this condominium pursuant to the Act and subject to the provisions of this Section.

3.1 Consent. The consent of unit owners of the condominium shall not be required for such expansion and the Declarant may proceed with such expansion at their sole option.

3.2 Expiration. This option to expand the condominium shall expire ten (10) years after the recording date of this Declaration; however, the Declarant may, at any time prior to the expiration of such period, terminate their option to expand by recording among the land records wherein this declaration is recorded an executed and notarized document terminating this option.

3.3 Description of Expansion Area. The legal description of that property and the respective portions which may be added to this condominium are shown on the Condominium Plat as "Description of Expansion Phase" (See Exhibit A, attached hereto, and hereafter referred to as "Additional-Land").

3.4 Addition of Additional Land. The Declarant may add portions of the Additional Land at different times; however, such portions shall be substantially as set forth on the Condominium Plat.

3.5 Location of Improvements. The approximate location of improvements that may be located on the Additional Land is shown on the Condominium Plat; however, Declarant reserves the right to change the location of such improvements if required to achieve the best development in the opinion of the Declarant.

3.6 Number of Residential Condominium Units. The improvements to be placed on the Additional Land shall contain no more than thirty-seven (37) condominium units.

3.7 Construction of Amenities. Upon the Additional Land, or portions thereof, Declarant may construct amenities which may be both recreational and service for the purpose of serving this condominium and the condominium as expanded by the Additional Land.

3.8 Quality and Style of Improvements. The improvements to be placed on the Additional Land will be compatible with the existing condominium and will be of the same or similar quality of construction and materials and the architectural style will be substantially like that built previously.

3.9 Other Improvements. Other improvements to be placed on the Additional Land shall be limited to parking, recreational and service facilities.

3.10 Structure of Units in the Improvements. The units to be created on the Additional Land may be substantially identical to the original units; however, the Declarant reserves the right to change the size, design and mix of the units in order to meet requirements of the market.

3.11 Limited Common Elements. The Declarant reserves the right to create limited common elements within a portion of the Additional Land and to designate common elements therein which may subsequently be assigned as limited common elements, for the purpose of making parking spaces limited common elements, as set forth in this Declaration and such other normal types of limited common elements as the Declarant may see fit.

3.12 Allocation of Ownership. The allocation of ownership of the individual interests in the common elements for the Additional Land shall be computed as required by Section 7.

4. DESCRIPTION AND LOCATION OF BUILDINGS

There shall be four (4) duplex buildings (each building containing two dwelling units) and an eight (8) unit building in the initial condominium. Said buildings may vary in size and shape, but shall conform to the architectural integrity of the development, and shall be

6.1 Description. A portion of the common areas and facilities are designated as "limited common areas" or "LC" as shown on Exhibit "A". Such limited common areas shall be reserved for the exclusive use of the owner or occupant of the unit to which they are appurtenant.

6. LIMITED COMMON AREAS

The common areas and facilities shall consist of all of Mahler Farm Condominiums - South's improvements and appurtenances, except the individual units as defined hereunder, including without limitation: the land on which the building is located, the private roadway identified as Dickenson Circle, public utility lines, private water and sewer lines, the walks, driveways and landscaping. Easements are hereby granted and declared for the benefit of the unit owners and the Association of Unit Owners (hereinafter described) for the installation, maintenance and repair of common utility services in and on any part of the common areas or units.

5. COMMON AREAS AND FACILITIES

constructed principally as wood framing with vinyl exteriors, and roofs covered with conventional roofing materials. Complete construction details are contained in the working plans and drawings available for inspection at the office of the Declarant. The units are to be located on the real estate as indicated in the Condominium Plat marked Exhibit "A" attached hereto and made a part of this Declaration. The units are more fully described in the building and floor plans attached hereto as Exhibit "B" and made a part hereof. Declarant shall have the right to amend this Declaration at its sole discretion for the purpose of recording a plat of survey or plans depicting the layout, location, unit numbers and dimensions of the units as finally located and erected. A unit shall be defined as the perimeter established by the inside surfaces of all walls, the lowest level floor and the ceiling, each before finishing. All windows, window frames and doors, including all glass in all windows or doors shall be considered a part of the unit.

6.2 Use. The manner of use of the limited common areas shall be governed by the By-laws of, and such rules and regulations as may be established by, the Association of Unit Owners, and no unit owner shall decorate, landscape or adorn any limited common areas, or permit such, in any manner contrary to such By-laws and rules and regulations.

7. PERCENTAGE OF OWNERSHIP IN COMMON AREAS & FACILITIES

Each unit owner shall own an undivided percentage interest in the common areas and facilities and limited common areas as a tenant in common with all other unit owners, which shall be determined by the fraction, where one (1) is the numerator and the total number of completed units in the plat, as amended, is the denominator. Completed units shall be defined as those units which have received an occupancy permit from the City of Neenah, and, except as otherwise limited in this Declaration, shall have the right to use and occupy the common areas and facilities and limited common areas for all purposes incident to the use and occupancy of his unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with his unit.

The common expenses of the property shall be charged to the unit owners according to the respective percentage of the undivided interest in the common areas and facilities appertaining to each unit provided, however, that the owners of units in Building No. 1 shall not be charged more than seventy-five percent (75%) of the individual assessment for common expenses charged to all other unit owners. This provision may not be altered or modified without the written consent of the Declarant.

8. RESIDENTIAL PURPOSE

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

9. ASSOCIATION OF UNIT OWNERS

9.1 Duties and Obligations. All unit owners shall be entitled and required to be a

member of an association of unit owners to be known as the Mahler Farm Condominiums - South Association (hereinafter "Association") which shall be responsible for carrying out the purpose of this Declaration, including the exclusive management and control of the common areas and facilities and limited common areas. The Association may be incorporated as a non-profit corporation under the laws of the State of Wisconsin. Each unit owner and the occupants of the units shall abide by and be subject to all of the rules, regulations, duties and obligations of this Declaration and the By-laws and rules and regulations of the Association.

9.2 Voting Rights. The Association shall initially have two classes of voting

membership as follows:

(a) Class A -- Class A members shall be all unit owners, with the initial exception of the Declarant, and there shall be one vote per unit;

(b) Class B -- Class B member(s) shall be the Declarant and shall be entitled

to three votes for each unit owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in Class A membership equal or exceed the total votes outstanding in Class B membership or ten (10) years from the date the first unit is conveyed by Declarant to any person other than Declarant, whichever occurs first. The respective rights and qualifications of the two classes of members shall be as set forth in the By-laws of the Association.

9.3 Association Personnel. The Association may obtain and pay for the services of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the condominium.

10. REPAIRS AND MAINTENANCE

10.1 Common Areas and Facilities. The Association shall be responsible for the

management and control of the common areas and facilities and shall cause the same to be kept in good, clean, attractive and sanitary condition, order and repair. Without in any way limiting the foregoing, this shall include all maintenance and repair of:

- * Private Streets
- * Exterior flatwork and asphalt surfaces, including but not limited to walks, drives, patios and parking areas
- * Exterior building materials including vinyl siding and decorative trim
- * Roofing material
- * Exterior light fixtures
- * Exterior doors including garage doors
- * Windows
- * Privacy fence

The Association shall also be responsible for the maintenance of all lawn areas and landscaping as well as the removal of snow from all drives and walks.

10.2 Individual Units and Limited Common Areas. Each unit owner shall be

responsible for keeping the interior of his unit and all of its interior equipment, fixtures and appliances in good order, condition and repair and in a clean and sanitary condition, and shall be responsible for decorating, painting and varnishing the interior which may at any time be necessary to maintain the good appearance and condition of his unit. Without in any way limiting the foregoing, in addition to decorating and keeping the interior of the unit in good repair, each unit owner shall be responsible for the maintenance, repair or replacement of any plumbing fixtures, furnace, air conditioner, interior lighting fixtures, refrigerators, dishwashers, disposals, laundry equipment such as washers and dryers, ranges, or other equipment which may be in, or connect with, the unit. Each unit owner shall keep those limited common areas appurtenant to his unit, as defined in Section 6 hereof and as described in Exhibits "A" and "B", which are not subject to paragraph 10.1 above, in a good, clean, sanitary and attractive condition. Further details on maintenance are included in the By-Laws.

The provisions of this Section 11 shall not be applicable to or binding upon the Declarant until subsequent to the initial sale of any units that are a part of the initial development. Declarant shall have the right to sell or otherwise dispose of units by deed, land contract, or other form of installment sale, or by such other means of conveyances as it may choose, and in the event that Declarant shall be forced to foreclose or otherwise recover possession of any unit as the result of the default of a purchaser under a land contract, installment sale, or mortgage, Declarant shall be free to dispose of any such unit by any means whatsoever. Nothing herein contained shall in any way restrict Declarant's right to lease units not sold or otherwise disposed of.

11. RIGHT OF DECLARANT TO DISPOSE OF UNITS

- FLEXIBILITY TO BUY AND RENT AS INVESTMENT

10.4 Entry for Repairs. The Association may permit entry into any unit, by authorized individuals, at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction or repair of public utilities and for any other matters for which the Association is responsible. Such entry shall be made with prior notice to the owners and with as little inconvenience to the owners as practical, and any damage caused thereby shall be repaired by the Association and treated as a common expense.

10.3 Prohibition Against Structural Changes by Owner. A unit owner shall not, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to the exterior of any building or any common or limited common areas and facilities. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of any building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

12. DESTRUCTION AND RECONSTRUCTION

In the event of a partial or total destruction of a building or buildings, they shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within ninety (90) days of the date of the damage or destruction, by affirmative vote of at least seventy five percent (75%) of the total number of members of the Association entitled to vote, it is determined not to build or repair. In such event, the provisions of Section 703.18 of the Wisconsin Statutes shall be applicable.

On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction, as provided for herein. The Association shall have the right to levy assessments in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

13. INSURANCE

The Board of Directors of the Association shall provide and maintain fire and broad form extended coverage insurance on the buildings and any portion thereof in the amount of the full insurable value (replacement value) of the buildings. Such insurance shall be obtained in the name of the Association as trustee for each of the unit owners and their respective mortgagees as their interests may appear. Premiums shall be a common expense and shall be assessed against each unit in relation to the actual premium cost for said unit. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their servants, agents and guests, without thirty (30)

The costs of administration of the Association, liability insurance, repair, maintenance and other expenses of the common areas and facilities and limited common areas, and common

14. LIABILITY FOR COMMON EXPENSES

The Board of Directors shall also provide public liability insurance covering the common areas and facilities and the limited common areas in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

Association of Unit Owners.

coverage on his improvements which will not duplicate any insurance provided by the Association of Unit Owners. The Board of Directors shall also provide public liability insurance covering the common areas and facilities and the limited common areas in such amounts as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as is determined by the Board of Directors to be necessary from time to time.

provided by the Act.

owners and their mortgagees, if any, as their respective interests may appear, in the manner is determined not to reconstruct or repair, then the proceeds shall be distributed to the unit proceeds of such insurance shall be paid to the Association to be applied to the cost thereof. If it repair or reconstruct such building or buildings in accordance with Section 12 hereof, the In the event of partial or total destruction of a building or buildings and it is determined to requirements of full insurable value.

any time it is deemed necessary as determined by the Board of Directors to conform to the Board of Directors at least annually and the amount of coverage may be increased or decreased at time. The amount of protection and the types of hazards to be covered shall be reviewed by the days prior written notice to the Association giving it opportunity to cure the defect within that

services provided to the unit owners, shall be paid for by the Association. The Association shall make assessments against the unit owners, as well as the units themselves, for such common expenses in accordance with the percentage of the undivided interest in the common areas and facilities relating to each unit, in the manner provided in Section 7 and the By-Laws of the Association. No unit owner may exempt himself or his unit ownership from liability for his contribution toward the common expenses by waiver of the use or enjoyment of any of the common or limited common areas and facilities or services or by the abandonment of his unit; and no conveyance shall relieve the unit owner-grantor or his unit of such liability, and he shall be jointly, severally and personally liable along with his grantee in any such conveyance for the common expenses incurred up to the date of the sale, until all expenses charged to his unit have been paid.

All common expenses and assessments, when due, shall immediately become a personal debt of the unit owner and also a lien, until paid, against the unit to which charged, as provided in the Act, without the necessity of filing such lien, and this provision shall constitute sufficient notice to all successors of title to units.

15. PARTITION OF COMMON ELEMENTS PROHIBITED

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

16. CONVEYANCE TO INCLUDE INTEREST IN COMMON

AREAS AND FACILITIES AND LIMITED COMMON AREAS

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

17. EASEMENTS, RESERVATIONS AND ENCROACHMENTS

17.1 Utilities. Easements are hereby declared and granted for the benefit of the unit owners and the Association and reserved for the benefit of the Declarant for utility purposes, including the right to install, lay, maintain, repair and replace private water mains and pipes, sewer lines, gas mains, if any, telephone wires and equipment, master television antenna system wires and equipment, and electrical conduits and wires and equipment, including power transformers, over, under, along and on any part of the common areas and facilities.

17.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or the design or construction of any unit, any part of the common areas and facilities, or limited common areas, encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common areas and facilities, or limited common areas, or any portion of any unit encroaches upon any part of any other unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such unit so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit or in favor of the owner or owners

Except as otherwise provided by the Act with respect to the percentage interest in the common areas and termination of the condominium form of ownership, this Declaration may be amended by an affirmative vote of not less than three-fourths (3/4) of all votes entitled to be cast by members of the Association and their mortgagees. No amendment shall alter or abrogate the

19. AMENDMENTS TO DECLARATION

The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to institute any action, shall not be construed as a waiver or a relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any assessment from a unit owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

PERFORMANCE NOT WAIVER

18. FAILURE OF ASSOCIATION TO INSIST ON STRICT

17.3 Binding Effect. All easements and rights described herein are easements appurtenant, running with the land, and are subject to the reasonable control of the Association. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the undersigned, its successors and assigns, and on all unit owners, purchasers and mortgagees and their heirs, executors, administrators, successors and assigns. The Association shall have the authority to execute all documents necessary to carry out the intent of this Section 17.

of the common areas of facilities, or limited common areas, if such encroachment occurred due to the willful conduct of said owner or owners.

include all genders.

shall include the plural, the plural shall include the singular, and the use of any gender shall

Whenever used herein, unless the context shall otherwise provide, the singular number

22. NUMBER AND GENDER

The person to receive service of process shall be Todd Platt, c/o Quality Building Services, 14 Tri-Park Way, Appleton, Wisconsin, 54914, or such other person as may be designated from time to time by the Board of Directors of the Association, which designation shall be filed with the Register of Deeds of Winnebago County, Wisconsin.

21. SERVICE OF PROCESS

on file with him.

respect to the giving of notice by mailing it or having it delivered personally to such address as is

notice or other documents and the Secretary shall be deemed to have discharged his duty with

shall provide the Secretary of the Association with an address for the mailing or service of any

upon Declarant shall be given to the agent specified for receipt of process therein. All owners

the number of owners who have an interest therein. Notices and other documents to be served

of the Association shall be sufficient if given to one (1) registered owner of a unit regardless of

All notices and other documents required to be given by this Declaration or the By-laws

20. NOTICES

file with the Association.

the amendment shall also be mailed or personally delivered to each unit owner at his address on

amendment shall be recorded with the Register of Deeds for Winnebago County, and a copy of

the President and Secretary of the Association in a form suitable for recording. A copy of the

rights of Declarant as contained in this Declaration. Copies of amendments shall be certified by

23. CAPTIONS

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

24. SEVERABILITY

The provisions hereof shall be deemed independent and severable, and the invalidity of partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of the remaining portion of said provision or of any other provision hereof.

25. HOMESTEAD

This is not homestead property as to Mahler Farm South, LLC. This is homestead property as to Donald and Edythe Van Rossum, Janet Erdman and William and Barbara McFadden.

IN WITNESS WHEREOF, the Declarant, Mahler Farm South, LLC has caused this Declaration to be executed this 27th day of June, 1997.

DECLARANT

Mahler Farm South, LLC

Paul J. Hoffman, Managing Member

Donald Van Rossum

hoffman\vnf_south.dec

Steven J. Frassetto
120 East Fourth Street
P.O. Box 860
Kaukauna WI 54130-0860

This document was drafted by:



Steven J. Frassetto
Notary Public, Winnebago County, WI
My commission expires 12/31/97

Personally came before me this 27th day of June, 1997, the above named Paul J. Hoffman, Donald Van Rossum, Edythe Van Rossum, Janet Erdman, William McFadden and Barbara McFadden, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

ACKNOWLEDGMENT

Edythe Van Rossum
Edythe Van Rossum
Janet Erdman
Janet Erdman
William J. McFadden
William McFadden
Barbara J. McFadden
Barbara McFadden

CONSENT OF MORTGAGEE

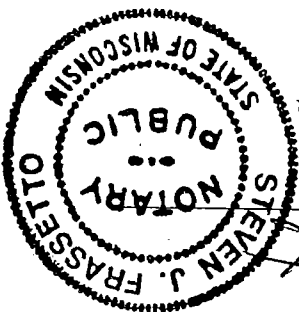
The undersigned mortgagee of the property described in Exhibit A of the Condominium Declaration, hereby consents to the foregoing Declaration dated the 27th day of June, 1997. This Consent shall bind and benefit the undersigned and the undersigned's successors and assigns. IN WITNESS WHEREOF, the undersigned authorized representative has executed and delivered this Consent on the 14th day of July, 1997.

MORTGAGEE: Associated Bank, N.A.

By: Jeffrey D. Sandee
Title: Vice President

STATE OF WISCONSIN)
) ss. COUNTY OF OUTAGAMIE)

Personally came before me this 14th day of July, 1997, the above-named Jeffrey D. Sandee, of Associated Bank, N.A., to me known to be such person and officer who executed the foregoing instrument and acknowledged that he executed the same as such officer, by its authority, for the purposes therein contained.



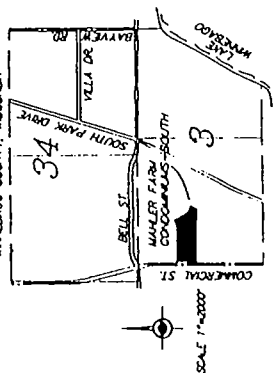
Steven J. Frassetto
Notary Public, Wisconsin
Outagamie County, Wisconsin
My commission is permanent.

asoc_bnk.cns



DESCRIPTION : ALL OF LOTS 1 & 2, CERTIFIED SURVEY MAP NO. 3732, LOCATED IN THE CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

PART OF SECTION J, T 19 N, R 17 E
WINNEBAGO COUNTY, WISCONSIN



SCALE 10-20

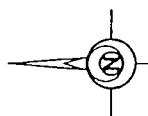
- Stoops, sidewalks, porches and driveways are Limited Common Areas.
- Limited Common Areas are shown thus: LC
- The Common Element is the area and facilities included in the Condominium description, excepting the units and Limited Common Elements.
- There shall be such permanent easements through and over the property and interests of the units as may be necessary for the proper use, enjoyment, maintenance, replacement and repair of the common elements, utilities, sewers and other units.
- For building dimensions see sheet 2 and 3.
- Building location is referenced by a coordinate system tied to the boundary of the Condominium. See Coordinate Data on this page.
- Sewer, water, electric and storm sewers are privately owned and maintained by the Condominium Association.

SURVEYOR'S CERTIFICATE

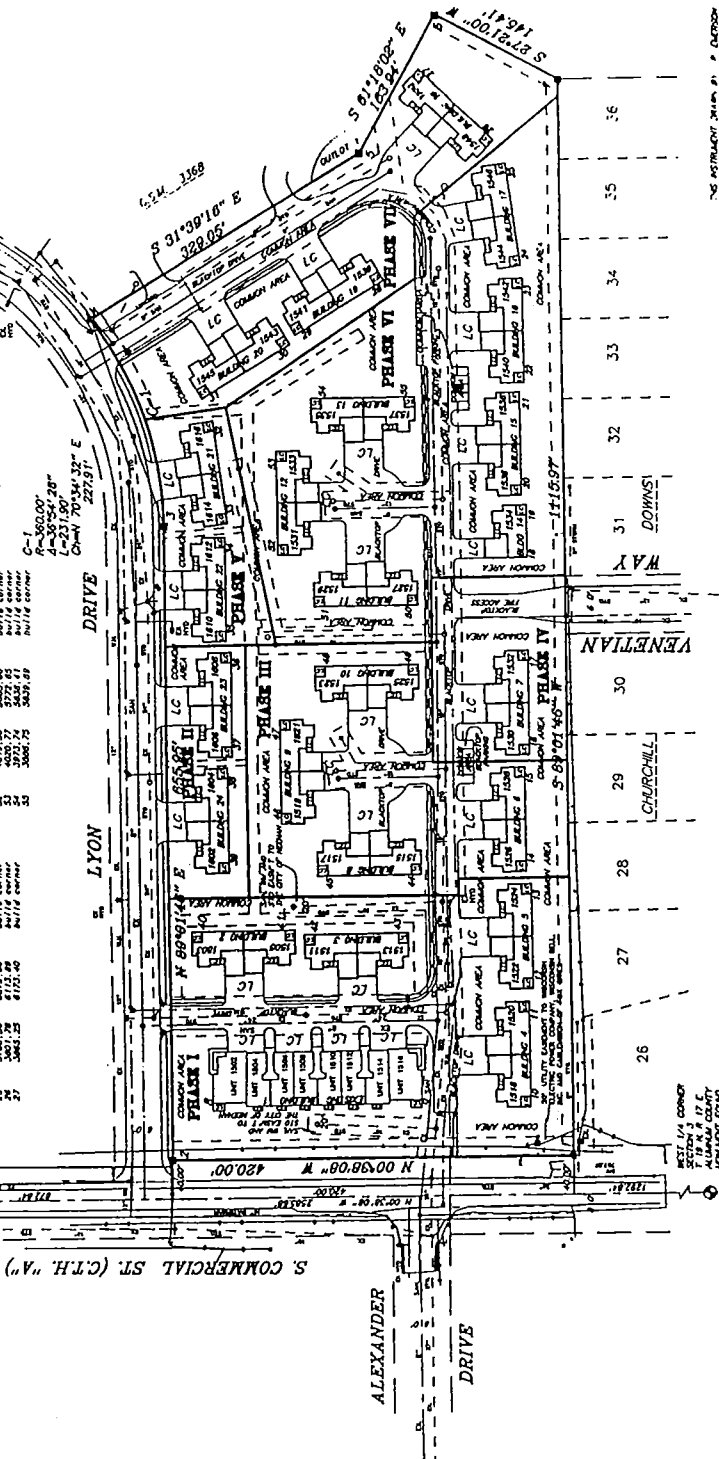
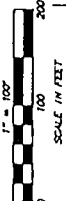
I, David D. Eisele, do hereby certify that this plat is a correct representation of the condominium described and identification and location of each unit and the common elements can be determined from the plat and exhibits.

David D. Eisale, R.L.S. No. 5-874
June 27, 1997
Date

Martenson & Elvira, Inc.
 CONSULTING ENGINEERING & LAND SURVEYING
 1919 MICHIGAN COURT
 CHICAGO, ILL. 60604
 DRAWING NO. J18-064



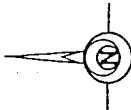
BEARINGS ARE REFERENCED TO THE WEST
LINE OF THE NORTHWEST 1/4, SECTION 3,
ASSUMED TO BEAR S 00°38'08" E



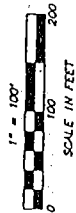
ACQUEDOTTI DI "LA VALLATA" INDIRIZZO SAN-

MAHLER FARM CONDOMINIUMS - SOUTH

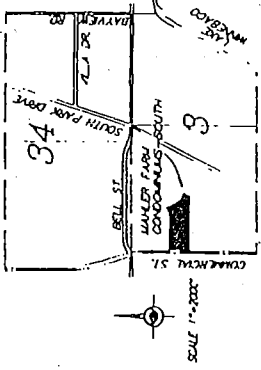
ALL OF LOTS 18, 2, CERTIFIED SURVEY MAP NO. 3732, LOCATED IN THE CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN



BEARINGS ARE REFERRED TO THE WEST
LINE OF THE NORTHWEST 1/4, SECTION 3,
ASSUMED TO BEAR S 00°38'00" E



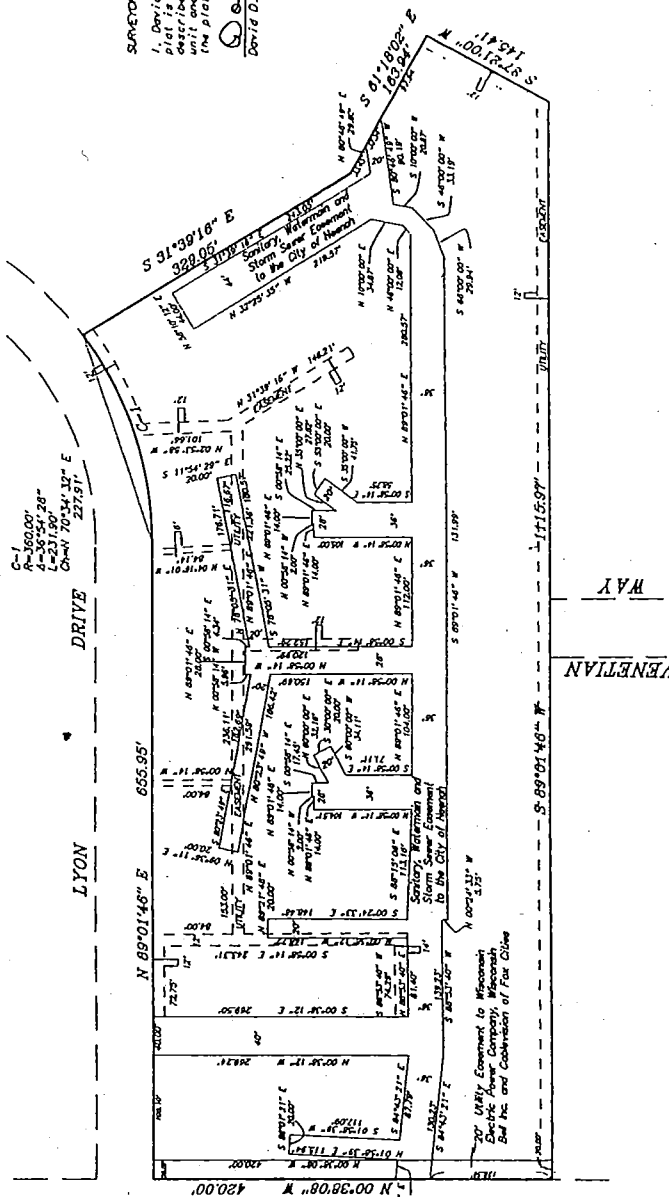
LOCATION MAP
PART OF SECTION 34, T 30 N R 17 E NO.
PART OF SECTION 1, T 18 N R 17 E
WINNEBAGO COUNTY, WISCONSIN



S COMMERCIAL ST (C.T.H. "A")

ALEXANDER

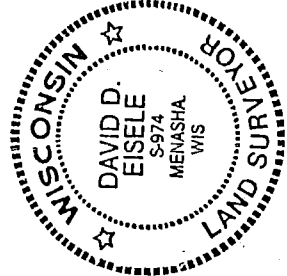
DRIVE



SURVEYOR'S CERTIFICATE

I, David D. Eisele, do hereby certify that this
plot is a correct representation of the plat
described and identification and location of each
unit and the common elements can be determined from
the plat and certificate.

David D. Eisele Date 27.11.1997
David D. Eisele, R.L.S., No. S-974 Date



APPROVED BY
Matthew & Sons, Inc.
1111 W. WISCONSIN AVE.
KILBUCK, WI 54901
DATE 11-11-97
SHEET 2 OF 2

MAHLER FARM CONDOMINIUMS - SOUTH

ALL OF LOTS 1 & 2 OF CERTIFIED SURVEY MAP NO. 3732, LOCATED IN THE CITY OF NENAH, WINNEBAGO COUNTY, WISCONSIN

DESCRIPTION PHASE I

All of Lot 1 of Certified Survey Map 3732 City of Neenah, Winnebago County, Wisconsin containing 115,153 square feet (2.64 acres).

DESCRIPTION EXPANSION PHASE

All of Lot 2 of Certified Survey Map 3732 City of Neenah, Winnebago County, Wisconsin containing 335,105 square feet (7.69 acres).

DESCRIPTION PHASE II

Part of Lot 2 of Certified Survey Map 3732 City of Neenah, Winnebago County, Wisconsin described as follows:

Beginning at the Northwest corner of said Lot 2 of Certified Survey Map 3732; thence North 89 degrees 01 minutes 46 seconds East, along the North line of said Lot 2, a distance of 260.87 feet; thence South 00 degrees 58 minutes 14 seconds West, 261.35 feet; thence North 00 degrees 08 seconds West, 84.50 feet; to the point of beginning, containing 22084 square feet (0.51 acres).

DESCRIPTION PHASE III

Part of Lot 2 of Certified Survey Map 3732 City of Neenah, Winnebago County, Wisconsin described as follows:

Beginning at the Southwest corner of said Lot 2 of Certified Survey Map 3732; thence North 89 degrees 01 minutes 46 seconds East, along the West line of said Lot 2, a distance of 161.00 feet; thence South 89 degrees 01 minutes 46 seconds West, along the North line of said Lot 2, a distance of 161.00 feet; thence North 00 degrees 08 seconds West, 84.50 feet; to the point of beginning, containing 22084 square feet (0.51 acres).

DESCRIPTION PHASE IV

Part of Lot 2 of Certified Survey Map 3732 City of Neenah, Winnebago County, Wisconsin described as follows:

Beginning at the Southwest corner of said Lot 2 of Certified Survey Map 3732; thence North 89 degrees 01 minutes 46 seconds East, along the South line of said Lot 2, a distance of 121.00 feet; thence South 89 degrees 01 minutes 46 seconds West, 121.00 feet; thence North 00 degrees 08 seconds West, 84.50 feet; to the point of beginning, containing 22084 square feet (0.51 acres).

DESCRIPTION PHASE V

Part of Lot 2 of Certified Survey Map 3732 City of Neenah, Winnebago County, Wisconsin described as follows:

Beginning at the Northwest corner of said Lot 2 of Certified Survey Map 3732; thence North 89 degrees 01 minutes 46 seconds East, along the North line of said Lot 2, a distance of 260.87 feet; thence South 00 degrees 58 minutes 14 seconds West, 261.35 feet; thence North 00 degrees 08 seconds West, 84.50 feet; to the point of beginning, containing 22084 square feet (0.51 acres).

DESCRIPTION PHASE VI

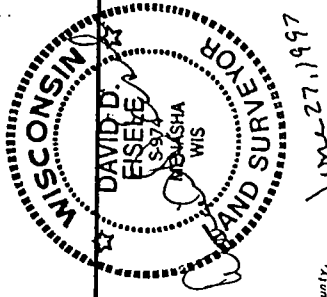
Part of Lot 2 of Certified Survey Map 3732 City of Neenah, Winnebago County, Wisconsin described as follows:

Beginning at the Southwest corner of said Lot 2 of Certified Survey Map 3732; thence North 89 degrees 01 minutes 46 seconds East, along the South line of said Lot 2, a distance of 121.00 feet; thence South 89 degrees 01 minutes 46 seconds West, 121.00 feet; thence North 00 degrees 08 seconds West, 84.50 feet; to the point of beginning, containing 22084 square feet (0.51 acres).

DESCRIPTION PHASE VII

Part of Lot 2 of Certified Survey Map 3732 City of Neenah, Winnebago County, Wisconsin described as follows:

Beginning at the Northeast corner of said Lot 2 of Certified Survey Map 3732; thence North 89 degrees 01 minutes 46 seconds East, along the Easterly line of said Lot 2, a distance of 161.00 feet; thence South 89 degrees 01 minutes 46 seconds West, 161.00 feet; thence North 00 degrees 08 seconds West, 84.50 feet; to the point of beginning, containing 22084 square feet (0.51 acres).



MAHLER FARM CONDOMINIUMS - SOUTH
ALL OF LOTS 1 & 2 OF CERTIFIED SURVEY MAP NO. 3732, LOCATED IN THE CITY OF NENAH, WINNEBAGO COUNTY, WISCONSIN

THIS INSTRUMENT DRAWN BY: P. JACKSON

DATE: 01/10/2001

SHEET 3 OF 4

DESCRIPTION: ALL OF LOTS 1 & 2, CERTIFIED SURVEY MAP NO. 3732, LOCATED IN THE CITY OF NEEVAH, WINNEBAGO COUNTY, WISCONSIN
BUILDINGS 2-13, 15-24

[illegible]

1503, 1511, 1515, 1519, 1520, 1523, 1524, 1527, 1528, 1531, 1532,
1535, 1538, 1539, 1542, 1543, 1546, 1550, 1604, 1608, 1612, 1616

UNITS : 1505, 1513, 1517, 1518, 1521, 1522, 1525, 1526, 1529, 1530, 1533,
1536, 1537, 1540, 1541, 1544, 1545, 1548, 1602, 1606, 1610, 1614

THIS ASSIGNMENT DUE 10/10/18

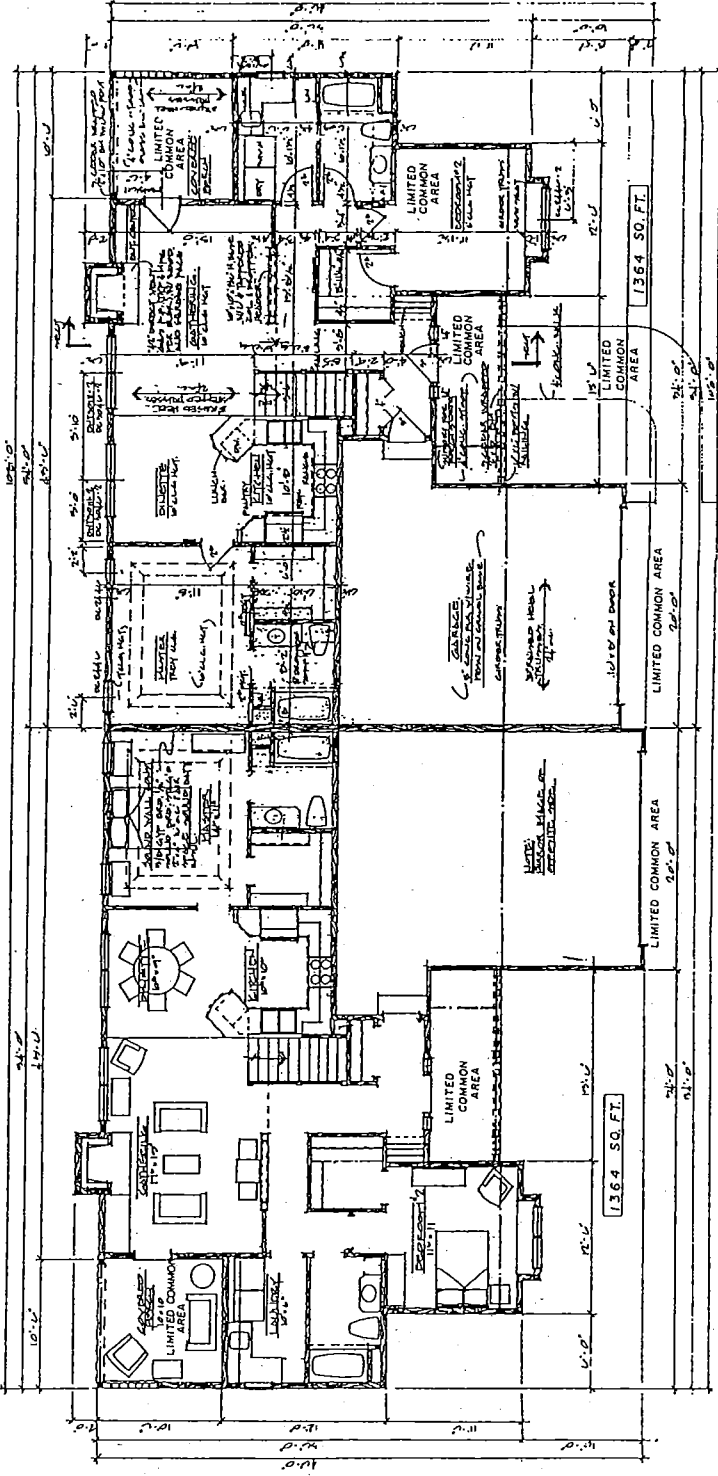
REMOVED BY
Mortenson & Ruale, Inc.
CONSULING ENGINEERING & LAND SURVEYING
1818 MICHIGAN COURT
ANN ARBOR MI 48106
CALLING NO. 316-064
201205
BY DRAWING # 2

Exhibit "B"

MAHLER FARM CONDOMINIUMS - SOUTH

DESCRIPTION: ALL OF LOTS 1 & 2, CERTIFIED SURVEY MAP NO. 3732, LOCATED IN THE CITY OF NEEVAH, WINNEBAGO COUNTY, WISCONSIN
BUILDINGS 2-13, 15-24

FIRST FLOOR



UNITS :

1503, 1511, 1515, 1519, 1520, 1523, 1524, 1527, 1528, 1531, 1532, 1535, 1538, 1539, 1542, 1543, 1546, 1550, 1604, 1608, 1612, 1616

UNITS : 1505, 1513, 1517, 1518, 1521, 1522, 1525, 1526, 1529, 1530, 1533, 1536, 1537, 1540, 1541, 1544, 1545, 1548, 1602, 1606, 1610, 1614

APPROVED BY
N.E. & S.E. & R.E. & L.E.
CONVEYING PROPERTY & L.O. SAVING
1111 W. WISCONSIN AVE.
MILWAUKEE, WIS.
DATE: 10-1-64
SHEET 1 OF 1

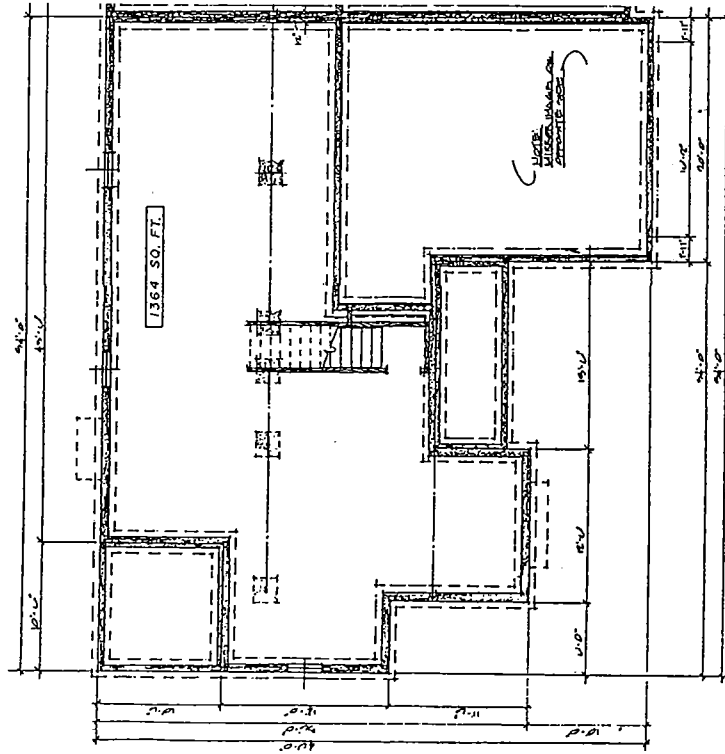
THE NATIONAL PLANNING & ARCHITECTURE
COMP. FILE #100441

MAHLER FARM CONDOMINIUMS - SOUTH

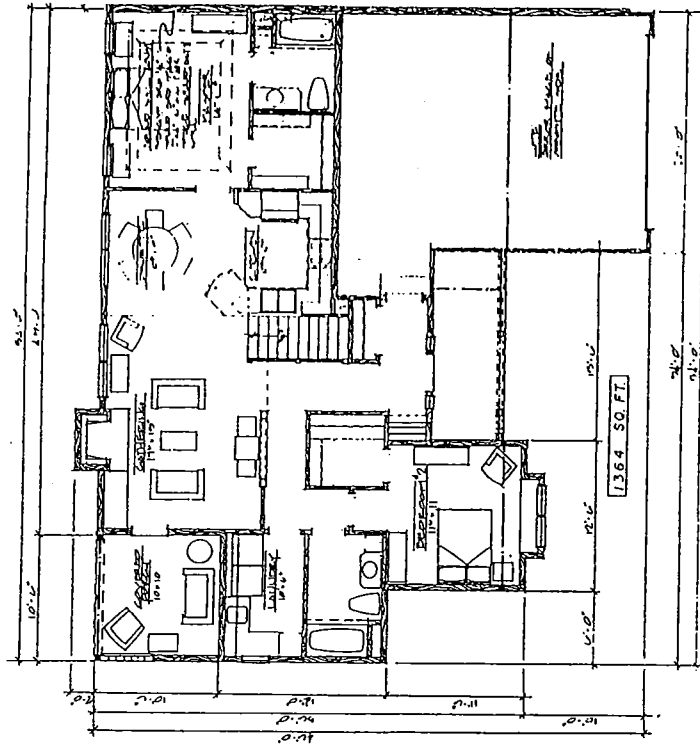
ALL OF LOTS 1 & 2, CERTIFIED SURVEY MAP NO. 3732, LOCATED IN THE CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

BUILDING 14

UNIT NO. 1534



BASEMENT FLOOR



FIRST FLOOR

MAHLER F.
ARCHITECT & ENGINEERS, INC.
2001 N. WISCONSIN AVE.
WINNEBAGO COUNTY
WINNEBAGO, WISCONSIN
DRAWING NO. 314-004
SHEET 6 OF 8

THIS INSTRUMENT BEING BY A. D. DODSON
COMP. FILE 11100442

MAHLER FARM CONDOMINIUMS - SOUTH

DESCRIPTION: ALL OF LOTS 1 & 2, CERTIFIED SURVEY MAP NO. 3732, LOCATED IN THE CITY OF NEENAH, WINNEBAGO COUNTY, WISCONSIN

TOWNHOUSE
LOWER LEVEL
703 SQ.FT.

UNITS 1504, 1508, 1512
UNITS 1506, 1510, 1514 (mirror image)

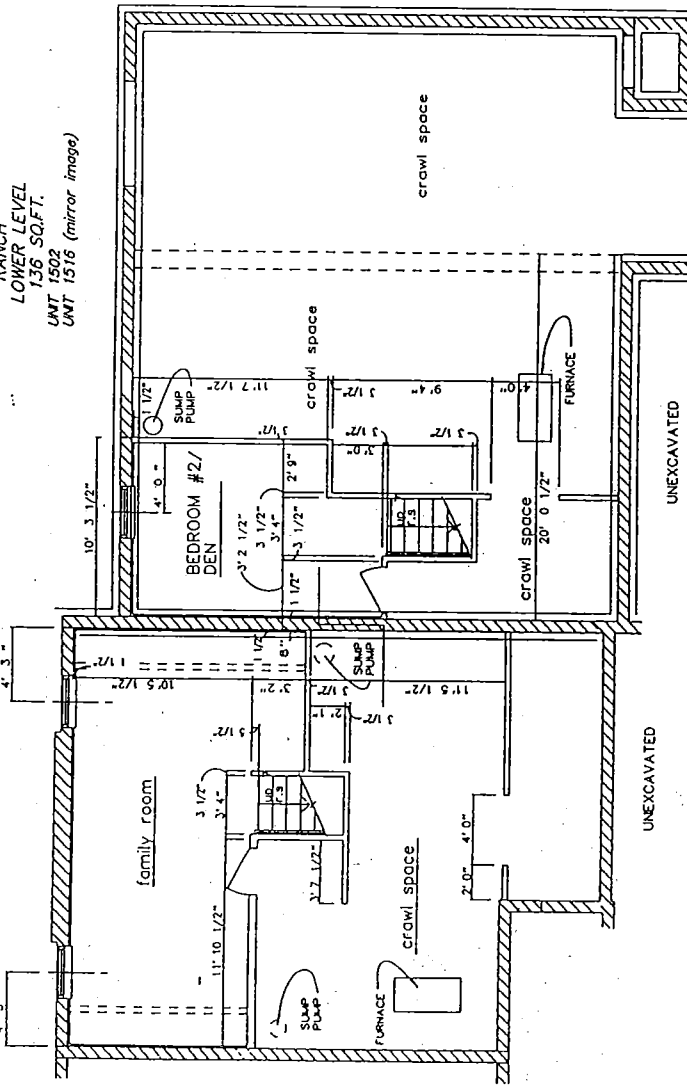
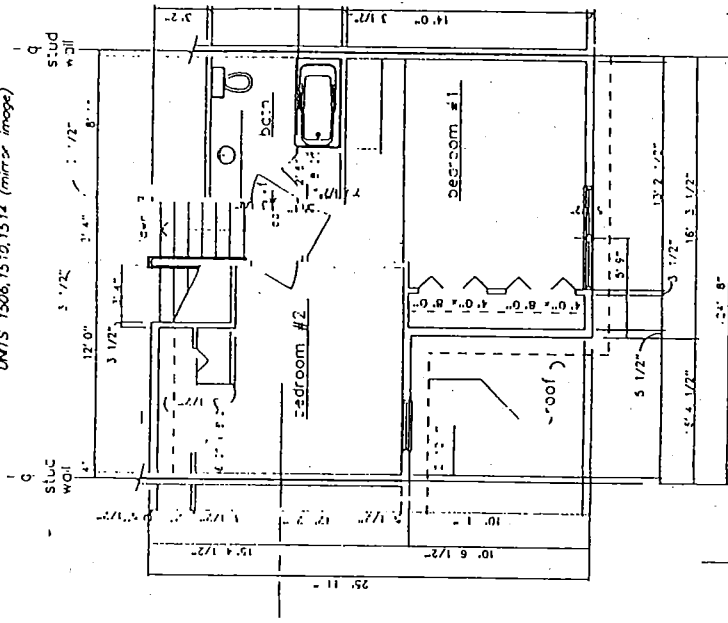
BUILDING NO. 1

RANCH
LOWER LEVEL
136 SQ.FT.

UNIT 1502
UNIT 1516 (mirror image)

TOWNHOUSE
SECOND FLOOR PLAN
448 SQ.FT.

UNITS 1504, 1508, 1512
UNITS 1506, 1510, 1514 (mirror image)



DESIGNED BY: J. KESSELE, INC.
 1111 W. WISCONSIN AVE.
 SUITE 100
 OSHKOSH, WI 54901
 PHONE: 735-1111
 FAX: 735-1112

COMP. FILE 62180807

THE ARCHITECTURE FIRM OF J. KESSELE, INC.

SHEET 1 OF 2

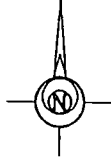
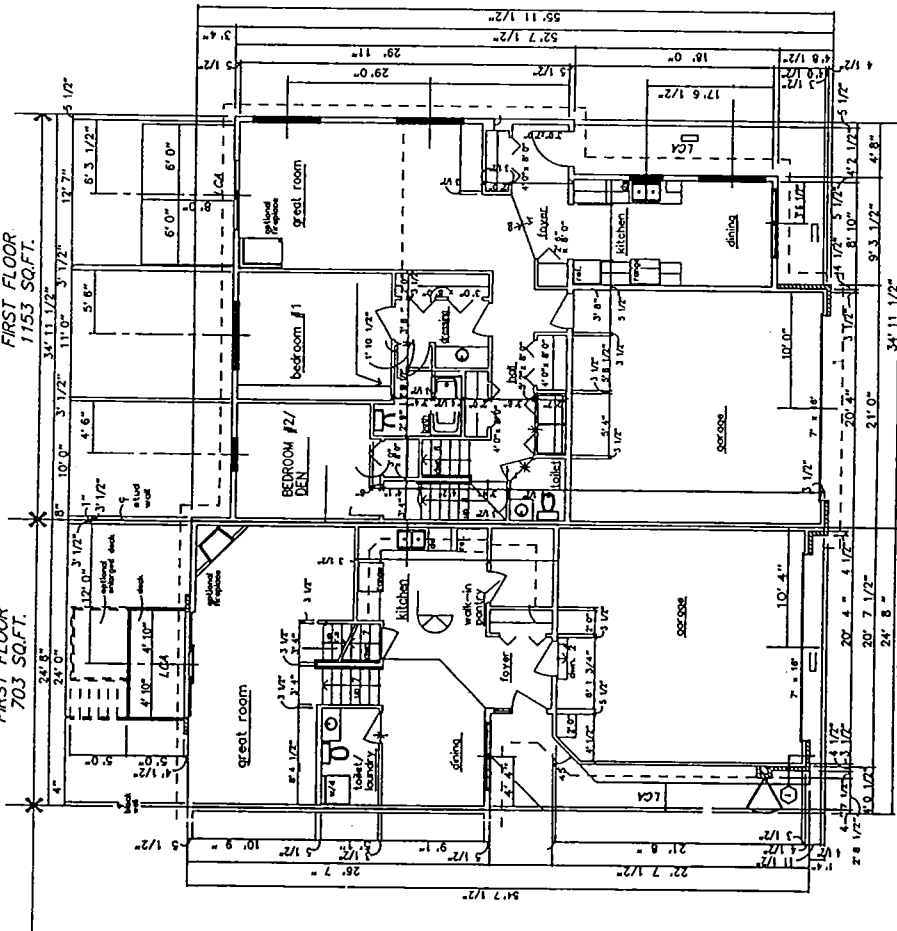
MAHLER FARM CONDOMINIUMS - SOUTH

DESCRIPTION: ALL OF LOTS 1 & 2, CERTIFIED SURVEY MAP NO. 3732, LOCATED IN THE CITY OF KEEWAU, WINNEBAGO COUNTY, WISCONSIN

TOWNHOUSE
FIRST FLOOR
703 SQ.FT.

RANCH
FIRST FLOOR
1153 SQ.FT.

BUILDING NO. 1 FIRST FLOOR PLAN



LCA = LIMITED COMMON AREAS

UNITS 1504, 1508, 1512
UNITS 1506, 1510, 1514 (mirror image)

UNIT 1502
UNIT 1516 (mirror image)

COMP. FILE C31806-648

PREPARED BY:
MARTINSON & EISELE, INC.
ENGINEERING, ARCHITECTURE & LAND SURVEYING
1000 W. WISCONSIN ST., SUITE 200
KEEWAU, WISCONSIN 54849
PHONE: 735-2111
FAX: 735-2112

THE ATTACHMENT DRAWING IS: A. QUOTED

**BY-LAWS
OF
MAHLER FARM CONDOMINIUMS-SOUTH
OWNER'S ASSOCIATION**

ARTICLE I

Name and Purpose

1.10 Pursuant to the Condominium Declaration for Mahler Farm Condominiums-South recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin (hereinafter called the "Declaration"), by Mahler Farm South, LLC, a Wisconsin limited liability company, Donald Van Rossum and Edythe Van Rossum, Janet Erdman and William McFadden and Barbara McFadden, the following are adopted as the By-Laws of Mahler Farm Condominiums-South Owner's Association, (hereinafter sometimes referred to as the "Association"), which is a non-profit association formed and organized to serve as an Association of Unit Owners who own real estate and improvements (hereinafter the "Property") under the condominium form of use and ownership, as provided in the Unit Ownership Act under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration. Pursuant to the assignment of rights and interests in Paragraph 1.3 of the Declaration, Mahler Farm South, LLC is, for all purposes, the "Declarant" under these By-laws.

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

ARTICLE II

Members, Voting and Meetings

2.1 Members. The Association shall initially have two classes of membership as follows:

(a) Class A Members.

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

(2) One Membership Unit. One membership and one vote shall exist for each unit. If title to a unit is held by more than one person, the membership related to that unit shall be shared by such owners in the same proportionate interests and by the same type of tenancy in which the title to the unit is held. Voting rights may not be split, and shared membership interests must be voted pursuant to the nomination contained in the membership list.

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

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

(b) Class B Members.

(1) Defined. Class B member(s) shall be the Declarant and shall be entitled to three votes for each unit owned. The Class B membership shall cease and be

converted to Class A membership when the total votes outstanding in Class A equal or exceed the total votes outstanding in Class B Membership, or ten (10) years from the date the first unit is conveyed by Declarant to any person other than Declarant, whichever occurs first.

2.2

Quorum and Proxies for Members' Meetings. A quorum for members' meetings

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

2.3

Time, Place, Notice and Calling of Members' Meetings. Written notice of all

meetings stating the time and place and the purposes for which the meeting is called shall be given by the President or Secretary, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed or personally delivered not less than five (5) days nor more than thirty (30) days prior to the date of the meeting. Notice of meetings may be waived before or after meetings by the members. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held on the third Monday in April of each year for the purpose of electing officers and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members and must be called by such

officers upon receipt of a written request signed by members with one-third (1/3) or more of all votes entitled to be cast.

ARTICLE III

Board of Directors

3.1 Number and Qualification of Directors. The initial Board of Directors shall

consist of three (3) persons, appointed by Declarant, who need not be members of the Association, to serve until Class B membership ceases and is converted to Class A membership as provided in Article II herein. Thereafter, the Board of Directors shall consist of three (3) persons, to be classified with respect to the terms for which they severally hold office as set forth in paragraph 3.3 below. Each member of the Board of Directors shall be a member of the Association or in the event that such member of the Association is not a natural person, the appointee of such member of the Association.

3.2 Powers and Duties of the Board of Directors. The affairs of the Association shall be governed by the Board of Directors. All powers and duties as shall be necessary for the administration of the affairs of the Association shall be exercised by the Board of Directors. Such powers and duties shall be exercised in accordance with the provisions of the Declaration, the Articles of Association, and these By-Laws.

3.3 Election and Term of Directors. At the first annual meeting of the Association, the members shall elect three (3) Directors to be Classified with respect to the terms for which they hold office by dividing them into three (3) classes as follows:

(a) One (1) director whose term will expire after one (1) year, at the next annual meeting of the Association.

(b) One (1) director whose term will expire after two (2) years, at the second annual meeting of the Association after his election.

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

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

The election of directors shall be in compliance with section 703.15(2)(d) of the Wisconsin Statutes and the Declaration and these By-Laws shall be so construed.

3.4 Vacancies on Board. Vacancies on the Board of Directors caused by any reason other than the removal of a director by a vote of the members shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum, and each person so elected shall be a director until a successor is elected at the next annual meeting of the members at which that class of directors is to be elected. In the event the remaining directors become deadlocked, a special meeting of the members shall be duly called and a replacement director elected.

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

3.6 Regular Meetings and Notices. A regular annual meeting of the Board of Directors shall be held immediately after, and at the same place as, the annual meeting of the members. Notice of the regular meeting of the Board of Directors shall not be required.

3.7 Special Meetings and Notice. Special meetings of the Board of Directors may be called by the President or by two (2) directors on three (3) days prior written notice to each

director, given personally or by mail, which notice shall state the time, place and purpose of the meeting.

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

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

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

ARTICLE IV

Officers

4.1 Designation, Election and Removal. The principal officers of the Association shall be a President, Secretary and Treasurer, to be elected annually by the members. Upon the affirmative vote of a majority of the members, any officer may be removed either with or without cause, and his successor shall be elected at the regular meeting of the Association, or at any

special meeting called for that purpose. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.

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

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

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

4.5 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him as a director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent man would have exercised or used under the circumstances in the conduct of his own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he had reasonable grounds to believe to be true.

The foregoing shall not be exclusive of other rights and defenses to which he may be entitled as a matter of law.

4.6 Compensation. No director or officer of the Association shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership.

ARTICLE V

Operation of the Property

5.1 The Association. The Association shall be responsible for administration and operation of the condominium property, in accordance with the Declaration, the Articles of Association, and these By-Laws. The Association may contract for management services and a managing agent with respect to the administration and operation of the condominium.

5.2 Rules and Regulations. The Association shall, from time to time, adopt rules and regulations governing the operation, maintenance and use of the units and the common areas and facilities by the unit owners and occupants. Such rules and regulations of the Association shall not be inconsistent with the terms of the Declaration or the contracts, documents, and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective units and the common areas and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the units shall conform to and abide by all such rules and regulations. A violation of any such rules or regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means of enforcement thereof as it deems necessary and appropriate. The rules and regulations may be altered and amended or repealed in the same manner as these By-Laws.

5.3 Common Expenses. The Board of Directors shall determine the common expenses of the Association, and shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by each unit to meet the estimated

common expenses of the Association for the ensuing year. The amounts required by such budget shall be assessed and charged against the units allocated among the members of the Association according to their respective percentages of ownership in the common areas and facilities of the condominium as set forth in the Declaration. The common charges shall be prorated and paid monthly to the Association on or before the first day of each month. If not paid on or before the due date, the charges shall bear interest at the rate of twelve percent (12%) per annum until paid in full.

5.4 Operating Budget. The annual operating budget shall provide for an "operating fund". The operating fund shall be used for all common expenses which occur with greater than annual frequency, such as amounts required for the cost of maintenance of the common areas, management services, insurance, common services, administration, materials and supplies. The operating fund may be used for periodic expenses such as painting or renovation provided said items are included in the annual operating budget.

The Association may also use the operating fund for the maintenance and repair of any unit if such maintenance and repair is necessary to protect the common property and provided said items are included in the annual operating budget. The full amount of the cost of any such maintenance or repair shall be specially assessed to the unit owner responsible therefor.

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

If within fifteen (15) days after the annual membership meeting a petition is presented to the Board of Directors protesting such charges or the budget upon which they are based, and the petition is signed by members representing more than sixty percent (60%) of the membership entitled to vote with respect to such charges, then the officers shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget. At such meeting, the

(a) Use as Residence; Leasing Arrangements. Each Unit shall be used only for residential purposes and shall be owner-occupied unless a written lease is filed with the Secretary of the Association. Any lease shall be in writing; require the tenant to abide by the Declaration, these Bylaws and the Condominium Ownership Act; have a minimum initial term of at least twelve (12) months; and authorize the Association to terminate the lease upon 30 days prior written notice and remove the tenant for any violation of the Declaration, these Bylaws or the Condominium Ownership Act. The occupant of any Unit owned by a corporation,

6.1 Rules and Regulations. The units and the common areas and facilities and limited common areas (hereinafter in this paragraph sometimes collectively referred to as "commons") shall be occupied and used in accordance with the Declaration, the Articles of Association, these By-Laws, and the rules and regulations of the Association, including the following:

Duties and Obligations of Unit Owners

ARTICLE VI

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

of experience exist.

two preceding years, then the budget and charges may not be revised downward until two years and provided further, that if a budget and charges have not been established and made for any be revised downward to a point lower than the average total budget for the preceding two years and ones previously established; provided, however, that the annual budget and charges may not and charges, and such revised budget and corresponding charges shall replace for all purposes vote of more than sixty percent (60%) of the membership entitled to vote may revise the budget

partnership, trust or other entity must furnish the Board of Directors with a certificate certifying he intends to reside in the Unit for at least twelve (12) months.

(b) Obstructions. There shall be no obstruction of the common areas and facilities and nothing shall be stored therein without the prior written consent of the Association.

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

(d) Signs. No sign of any kind shall be displayed to the public view on or from any unit or the common elements without the prior written consent of the Association. However, a sign advertising the unit "for sale" shall be allowed provided it does not exceed the dimensions of a standard realtor's yard sign.

(e) Animals. No animals, livestock, or poultry of any kind shall be raised, bred or kept on the Property, except that each unit may keep common household pets such as dogs, cats, fish, canaries or parakeets provided that they are not kept, bred or maintained for any commercial purposes and no more than one (1) cat and one (1) dog, weighing less than 20 pounds. No outside kennels, dog coops or dog houses may be constructed or placed on the common elements, limited common elements or in any garages without the written prior consent of the Association. Said pets must be on a leash when outside of the units. No pet shall be permitted which causes an unreasonable disturbance. Any pet excrement in common areas shall be removed immediately by the owner of the unit in which the pet resides. The Association reserves the right to assess unit owners for damages caused by pets to common areas or limited common areas. The Association also reserves the right to insist upon removal of any pet which causes an unreasonable disturbance or habitually violates these rules and regulations.

(f) Noxious Activity. No noxious or offensive activity shall be carried on in any units or in the commons, nor shall anything be done therein which may be or become an annoyance or nuisance to others.

(g) Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the common areas and facilities, except upon the written consent of the Association.

(h) Parking. No vehicle shall be parked in such manner as to impede or prevent ready access to Dickenson Circle or any driveway area.

(i) Wiring. No wiring for electrical or telephone purpose, or for any other purpose, shall be installed in any unit or the common areas and facilities nor shall any television or radio antennae, satellite dish, machines or air conditioning units be installed, either on the exterior of any unit including any part of any balconies, or that protrude through the walls or the roof of any unit, except as may be expressly authorized by the Association. No electric equipment will be allowed that interferes with the television reception or other unit owners.

(j) Trash disposal. Disposal of garbage and trash shall be only by the use of garbage disposal units and by garbage cans or suitable plastic garbage bags. Said garbage cans and garbage bags shall at all times be stored in the garage except for placement outside of the unit on the day that municipal disposal pickup is made.

(k) Patios. The patios and/or decks shall be used only for the purposes intended and shall not be used for storing household or gardening tools, equipment, supplies or other items.

(l) Landscaping. No landscaping or plant material located in the limited common area or general common area shall be altered or moved. No additional landscaping may

be planted within any limited common area or general common area without the prior written approval of the Association.

(m) Gardens. Garden plots not exceeding 300 square feet in area shall be permitted under the following conditions: (i) the owner submits a request for such garden plot detailing the proposed location and type of garden to the Association and receives the written approval of said Association, and (ii) the owner agrees to weed and maintain the garden in a responsible manner.

(n) Fences. Perimeter fences along unit lines and decorative fencing within limited common areas are prohibited.

(o) Swimming Pools. Swimming pools are prohibited.

(p) Storage Liability. The Association assumes no liability for, nor shall it be liable for, any loss or damage to articles stored in any common or other storage area.

(q) Recreation Vehicles. No camper, travel trailer, motor home, boat trailer, snowmobile, or ice shanty shall be allowed to be parked or stored on common areas or limited common areas including driveways without permission of the Association which shall not be unreasonably withheld.

(r) Lawn Ornaments. No lawn ornaments or decorations shall be permitted except for holiday decorations such as Christmas tree lights, wreaths, etc. No objects or structures, other than movable furniture, shall be placed in the limited common areas without the prior written consent of the Association.

(s) Conflict. The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to the Declaration, and the documents, contracts, declarations, and easements set forth in the Declaration, and in the event of a conflict,

the Declaration and contracts, declarations, and easements set forth and referenced therein shall govern.

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

6.3 Limited Common Areas. Every unit owner must maintain the limited common areas appurtenant to his unit, other than those limited common areas to be maintained by the Association, in clean and proper condition. The Association shall maintain and repair:

- * Private streets
- * Exterior flatwork or asphalt including walks, drives, patios, and parking areas
- * Exterior building materials including vinyl siding and decorative trim
- * Roofing material
- * Exterior light fixtures
- * Windows

In addition, the Association shall also be responsible for the maintenance of all lawn areas and landscaping as well as the removal of snow from all drives and walks.

6.4 Enforcement of Declaration, Bylaws, and Condominium Ownership Act

Provisions. Each Unit Owner shall be responsible for his family, tenants, employees, agents, and guests, and their conduct at the Condominium, and shall see that these individuals abide by the provisions of the Declaration, Bylaws, Condominium Ownership Act, and any decisions made by the Association which are authorized thereby. Unit Owners should report infractions to the Board of Directors in writing, and the Board shall reply to the reporting Unit Owner within 30 days concerning the action taken. In the event of a violation of any provision of the Declaration, the Bylaws, the Condominium Ownership Act, or any authorized Association decision, the Board of Directors shall notify the alleged offender. If the violation is not corrected within a reasonable time, the Association may take such action as it deems appropriate, including legal action, to

8.3 Rights of Declarant. No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws.

8.2 By Directors. These By-Laws may also be altered, amended or repealed and new By-Laws may be adopted by the Board of Directors by an affirmative vote of a majority of the directors present at any meeting at which a quorum is in attendance. No By-Law adopted by the members of the Association shall be amended or repealed by the Board of Directors if the By-Law so adopted so provides.

8.1 Members. These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, at any meeting called for such purpose, by an affirmative vote of sixty-seven percent (67%) or more of all of the votes entitled to be cast.

Amendments

ARTICLE VIII

7.1 Fiscal year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year.

General

ARTICLE VII

In the event the Association takes legal action against any Unit Owner or occupant of a Unit which results in a judgment in favor of the Association, the Unit Owner defendant in such action shall pay the Association's costs and actual attorneys' fees. In the event the Association fails to take appropriate enforcement action, any Unit Owner may take appropriate legal action against any other Unit Owner or the Association to enforce the provisions of the Declaration, the Bylaws, and the Condominium Ownership Act.

Miscellaneous

ARTICLE IX

9.1 Record of Ownership. Every unit owner shall promptly cause to be duly recorded or files of record the deed, lease, assignment or other conveyance to him of such unit or other evidence of his title thereto, and shall file such lease with and present such other evidence of his title to the Board of Directors, and the Secretary shall maintain all such information in the record of ownership of the Association.

9.2 Mortgages. Any unit owner who mortgages his unit or any interest therein shall notify the Board of Directors of the name and address of his mortgagee, and also of any release of such mortgage, and the Secretary shall maintain all such information in the record of ownership in the Association. The Board of Directors at the request of any mortgagee or prospective purchaser of any unit or interest therein shall report to such person the amount of any assessments against such unit then due and unpaid.

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

foregoing rights of indemnification shall be in addition to all rights to which officers or

employees may be entitled as a matter of law.

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

9.4 Subordination. These By-Laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Unit Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration or said Unit Ownership Act.

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

hoffman\unit_sht2.byl

Mahler South Condominium Association 1997 Budget

Lawn Service and Landscape Maintenance	\$ 2,500.00
Snow Removal	\$ 3,000.00
Casualty and Liability Insurance	\$ 3,900.00
Replacement Reserve	\$ 2,750.00
Management Fee	\$ 3,360.00
Contingency & Miscellaneous	\$ 450.00
Total Annual Budget	\$ 15,960.00
Monthly Fee Per Unit	\$ 95.00

*Note: The monthly fee per unit for the following units shall be \$70.00 per month:
1502, 1504, 1506, 1508, 1510, 1512, 1514, and 1516 Dickenson Circle*