

Created In 1991. Modified in 2012. Modified in 2024.

WITTMANN PARK CONDOMINIUM ASSOCIATION

DISCLOSURE MATERIALS

WITTMANN PARK CONDOMINIUM, a condominium

Menasha, Wisconsin 54952

1. THESE ARE THE LEGAL DOCUMENTS COVERING YOUR RIGHTS AND RESPONSIBILITIES AS A CONDOMINIUM OWNER. IF YOU DO NOT UNDERSTAND ANY PROVISION CONTAINED IN THEM, YOU SHOULD OBTAIN PROFESSIONAL ADVICE.
 2. THESE DISCLOSURE MATERIALS GIVEN TO YOU AS REQUIRED BY LAW MAY BE RELIED UPON AS CORRECT AND BINDING. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.
 3. YOU MAY AT ANY TIME WITHIN 5 BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE.
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INDEX OF DISCLOSURE MATERIALS

The disclosure materials the Declarant is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits.

1. **DECLARATION.** The declaration establishes and describes the condominium, the units and common areas. The Declaration begins on Page 1 and continues through page 22
2. **BY-LAWS.** The By-Laws contain rules which govern the condominium and affect the rights and responsibilities of unit owners. The By-Laws begin on page 23 and continue through page 42.
3. **ARTICLES OF INCORPORATION.** The operation of a condominium is governed by the Association, of which each unit owner is a member. Powers, duties and operation of the Association are specified in its Articles of Incorporation. The Articles of Incorporation begin on page 43 and continue through page 44.
4. **ANNUAL OPERATING BUDGET.** The current year's budget may be seen at the office of the Secretary-Treasurer.
5. **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 you are considering and all facilities and common areas which are part of the condominium. The floor plan and map begin on page 10 and continue through page 21.

DECLARATION OF CONDOMINIUM

of

WITTMANN PARK CONDOMINIUM, A Condominium

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DECLARATION OF CONDOMINIUM

OF

WITTMANN PARK CONDOMINIUM

This Declaration is made pursuant to the Condominium Act of the State of Wisconsin by Wittmann Park Condominium, Declarant.

1. PURPOSE: The purpose of this declaration is to submit the lands described in ‘Exhibit “A”’ which is attached hereto and made a part hereof by reference, and the building and improvements to the erected thereon, to the condominium form of ownership and use in the manner provided by Chapter 703 of the Wisconsin Statutes, herein called the Condominium Ownership Act.
 - 1.1. NAME AND ADDRESS: The name by which this condominium is to be identified is Wittmann Park Condominium and its address is: 1320 Wittmann Park Lane, Menasha, Wisconsin 54952.
 - 1.2. LAND: The lands owned by the Declarant which are hereby submitted to the condominium form of ownership are the lands described in said Exhibit “A” attached hereto.
2. DEFINITIONS: The terms used herein and in the By-Laws shall have the meanings stated in the Condominium Ownership Act unless otherwise defined or unless the context otherwise requires.
 - 2.1. ASSOCIATION: Means all of a condominium unit owners acting as a group through a nonstock, nonprofit corporation in accordance with its By-Laws and Declaration.
 - 2.2. COMMON ELEMENTS: Mean all of a condominium except its units.
 - 2.3. COMMON EXPENSES AND COMMON SURPLUSES: Mean all expenses and surpluses of an Association.
 - 2.4. CONDOMINIUM: Means property subject to a condominium Declaration established under a Condominium Ownership Act.
 - 2.5. CONDOMINIUM INSTRUMENTS: Mean the Declaration, plats and plans of a condominium together with any attached exhibit or schedules.
 - 2.6. EXPANDABLE CONDOMINIUM: Means a condominium to which additional property or units may be added in accordance with the provisions of a Declaration and the Condominium Ownership Act

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- 2.7. LIMITED COMMON ELEMENTS: Means those common elements identified in a Declaration or on a condominium plat as reserved for the exclusive use of one or more but less than all of the owners.
 - 2.8. MAJORITY OF UNIT OWNERS: Mean the condominium unit owners with more than 50% of the votes assigned in the condominium Declaration.
 - 2.9. MORTGAGE: Means the holder of any recorded mortgage encumbering one or more of the units or a land contract vendor.
 - 2.10. PERSON: Means an individual, corporation, association, trustee or other legal entity.
 - 2.11. PROPERTY: Means unimproved land, land together with improvements on it or improvements without underlying land. Property may consist of noncontiguous parcels or improvements.
 - 2.12. UNIT: Means a part of a condominium intended for any type of independent use, including one or more cubicles or air in a building. A unit may include 2 or more noncontiguous areas. Units shall include the garage and any storage areas.
 - 2.13. UNIT NUMBER: Means the number identifying a unit in a Declaration.
 - 2.14. UNIT OWNER: Means a person, combination of persons, partnerships or corporation who holds legal title to a condominium unit or has equitable ownership as a Land Contract Vendee.
3. GENERAL DESCRIPTION - UNITS:
- 3.1. IMPROVEMENTS: This Condominium shall consist of five (5) buildings as shown on the attached Exhibit "A", sheets 1 thru 12. Three buildings will contain 8 units, 4 units located on the first level and 4 units located on the second level; one building will contain 10 units with 2 units located on the first level and 2 units located on the second level and 6 two-story units with ground floor and second floor living and a basement level; one building will contain 8 units with 2 units on the first level and 2 units located on the second level and 4 two-story units with ground floor and second floor living and basement level. All units will have 2 bedrooms and each will be designated by a number.
 - 3.2. UNITS: Each unit will contain 2 bedrooms, living room, dining room, kitchen, one or two baths, location for a fireplace, units will include a full basement. The garage units will be detached for all plan numbers A, B & C. The garage units will be attached for all plan number D's.
 - 3.3. UNIT BOUNDARIES: Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

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- 3.3.1. Upper and lower boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries; (1) Upper boundaries - the horizontal plane of the undecorated finished ceiling; (11) Lower boundaries - the horizontal plane of the undecorated finished floor.
- 3.3.2. Perimetrical boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and the upper and lower boundaries. Such boundaries shall be deemed to include the windows, window frames, doors and door frames of the unit.
- 3.4. IDENTIFICATION OF UNITS: Each unit is identified with a number as shown on Exhibit "A", sheets 1 thru 12, which identification is also the Post Office number for each unit.
- 3.5. GARAGE: Each unit shall include a garage. Each garage is identified with a number as shown on Exhibit "A", Sheets 1 thru 12. The Garage is part of said unit. Each conveyance of a unit shall also specify and convey the garage which is a part of said unit.
- 3.6. GARAGE - BOUNDARIES: Each garage shall include that part of the building containing the garage that lies within the boundaries of the garage, which boundaries are as follows:
- 3.6.1. Upper and lower boundaries. The upper and lower boundaries of the garage shall be the following boundaries extended to an intersection with the perimetrical boundaries; (i) Upper boundaries - the horizontal plane of the undecorated finished ceiling. (ii) Lower boundaries - the horizontal plane of the undecorated finished floor.
- 3.6.2. Perimetrical boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the garage extended to intersections with each other and the upper and lower boundaries. Such boundaries shall be deemed to include windows, window frames, doors, and door frames of the garage.

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- 3.7. GARAGES - RESTRICTION OF TRANSFERABILITY: The ownership in a garage is not and shall not be separately transferable from the unit to which it becomes a part upon its initial conveyance from the Declarant.
- 3.8. STORAGE ROOM - The storage room which is a part of a unit is the storage room located adjacent to the patio/deck
- 3.9. STORAGE ROOM - BOUNDARIES: Each storage room shall include that part of the building containing the storage room that lies within the boundaries of the storage room, which boundaries are as follows:
- 3.9.1. Upper and lower boundaries. The upper and lower boundaries of the storage room shall be the following boundaries extended to an intersection with the perimetrical boundaries: (i) Upper Boundaries - the horizontal plane of the undecorated finished ceiling. (ii) Lower Boundaries - the horizontal plane of the undecorated finished floor.
- 3.9.2. Perimetrical boundaries. The perimetrical boundaries of the storage room shall be the vertical planes of the undecorated finished interior of the walls bounding the storage room extended to the intersections with each other and the upper and lower boundaries. Such boundaries shall be deemed to include the windows, window frames, doors and door frames of the unit.
4. GENERAL DESCRIPTION - COMMON ELEMENTS:
- 4.1. COMMON ELEMENTS: The common elements include the land and all other parts of the condominium not within the individual units and garage units. All common elements shall be available for use by all unit owners without discrimination. Such use shall be without charge except where specifically authorized by this declaration.
- 4.2. LIMITED COMMON ELEMENTS: The patio/deck adjacent to each unit is a limited common element for such unit. The front entranceway is a limited common element for the unit it serves.
- 4.3. PARKING SPACES: Vehicular parking space located immediately in front of each attached garage and for a distance of 20 feet therefrom is a limited common area to the

unit of which the adjacent garage is a part. Nothing herein shall prevent pedestrian traffic from traversing said limited common area. All other vehicular parking space shown on Exhibit "A" shall be available for such use as the Association determines. Vehicular parking space located in front of each detached garage shall be common area.

5. **PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS:** Each unit owner shall own an undivided percentage interest in the common elements as a tenant in common with all other unit owners, and except as otherwise limited in the Declaration, shall have the right to use and occupy the common elements for all purposes incident to the use and occupancy of this unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with said unit. The percentage of interest appurtenant to each unit is set forth in Exhibit "B".
6. **ASSOCIATION - VOTING RIGHTS:** The operation of the condominium shall be by Wittmann Park Association of Condominium Owners, Inc. (hereinafter referred to as the Association), a corporation not for profit under the laws of Wisconsin, which shall fulfill its functions pursuant to its Articles of Incorporation and By-Laws. Each unit owner shall be entitled to one vote, which is appurtenant to each unit. In the event of multiple owners of one unit, this one vote appurtenant to such unit shall not be split.
7. **RESIDENTIAL PURPOSE:** All buildings and units therein contained are intended for and restricted exclusively to residential use as governed by the terms and conditions contained therein and the By-Laws of the Association.
8. **SERVICE OF PROCESS:** Services of process shall be made upon the President or Secretary-Treasurer of the Wittmann Park Condominium Association at 1320 Wittmann Park Lane, Menasha, Wisconsin 54952.
9. **DESTRUCTION AND RECONSTRUCTION:**
 - 9.1. **FULL INSURANCE COVERAGE:** In the event of partial or total destruction of condominium property (either a unit or units or common elements), which damages are fully covered by insurance, it shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within 90 days of the date of the damage or destruction all unit owners agree not to rebuild or repair. 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 5% from the number of square feet for such unit as originally constructed, and the proceeds of all insurance collected for such damage or destruction shall be available to the Association for the purpose of repair or reconstruction as provided herein.

9.2. INSUFFICIENT INSURANCE PROCEEDS - REPAIR: In the event of a partial or total destruction of condominium property (either a unit or units or common elements), the Association shall promptly undertake to repair or reconstruct it to a condition compatible with the remainder of the construction, subject to provisions of paragraph 9.3. All cost of the repair or reconstruction in excess of available insurance proceeds shall be common expense.

9.3. INSUFFICIENT INSURANCE PROCEEDS - PARTITION: In the event of a partial or total destruction of condominium property (either a unit or units or common elements) where the damages exceed the available insurance proceeds, the condominium shall be subject to an action for partition upon obtaining the written consent of the unit owners having 75% or more of the votes, providing such action is taken within 30 days after written notice to all unit owners it being determined the damages exceed the available insurance proceeds.

10. MAINTENANCE

10.1. BY THE ASSOCIATION: The Association shall maintain, repair and replace at its expense:

10.1.1. All portions of the common elements, including, but not limited to, the outside walls of the building containing the units, fixtures on the exterior thereof, boundary surfaces of a unit not common elements and such interior surfaces are not the responsibility of the Association).

10.1.2. All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the common elements (except such maintenance, repair and replacement required by the negligence of a user of a unit and except as set forth below); and all sure facilities contained within a unit

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- which service part or parts of the condominium other than the unit within which it is contained.
- 10.1.3. All incidental damage caused to a unit by such work shall be promptly repaired at the expense of the Association.
- 10.1.4. Maintenance and replacement of the patio storage door and the entry storm door
- 10.2. BY THE UNIT OWNER: The responsibility of the unit owner shall be as follows:
- 10.2.1. To maintain, paint, repair and replace at his expense all portions of his unit, including windows and entry doors, except the portions to be maintained, repaired and replaced by the Association. Such shall be done without disturbing the rights of other unit owners.
- 10.2.2. To maintain, repair and replace at his expense all interior walls; all heating equipment; electrical fixtures, switches and outlets; flowage in all plumbing pipes, and all appliances and fixtures located in said unit.
- 10.2.3. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building
- 10.2.4. To promptly report to the Association any defects or needs for repairs, the responsibility for the remedying of which is that of the Association.
11. LIABILITY FOR COMMON EXPENSES OR LIMITED COMMON EXPENSES: Each unit owner shall be liable for a proportionate share of the common expenses or limited common expenses as the undivided share in the common elements or limited common elements, which is appurtenant to his unit.
12. ALTERATION WITHIN UNITS.
- 12.1. A unit owner may make any improvements or alterations within his or her unit that do not impair the structural integrity or lessen the support of any portion of the condominium.
- 12.2. A unit owner may not change the exterior appearance of a unit or of any other portion of the condominium without written permission of the Board of Directors of the Association.
13. INCREASES AND DECREASES IN SIZE AND NUMBER OF UNITS: Any unit owner or owners shall have the right to combine units owned by such unit owner or owners or subsequently divide such combined units so long as the common interest appurtenant to such units after such division or combination shall equal in total the common interest applicable to the unit or units divided or combined prior to such division or combination. Any such division or combination shall require the written consent of the Association and shall be accomplished according to the
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provisions of the Condominium Ownership Act (presently Section 703.13(6) and (7)) and shall be in compliance with all governmental laws, codes, ordinances, and regulations. The cost of any such division or combination shall be the responsibility of the owner or owners of the units being divided or combined.

14. EASEMENTS: The following easements are covenants running with the land of the condominium:
- 14.1. Easements are reserved through the condominium property as may be required or desirable for utility services, installation of a fireplace flue, installation of air conditioners, stairway chair lifts and for such other purposes as the Declarant/Association may deem to be appropriate in order to adequately service the condominium, including any expansion area, provided, however, such easements through a unit shall be only according to the plans and specifications for the building, or as the building is constructed, unless approved in writing by the unit owner.
- 14.2. Ingress and egress is reserved for pedestrian traffic only, through and across sidewalks, paths, walks and lanes as the same from time to time may exist upon the common elements and limited common elements; and for vehicular traffic over, through and across such portions of the common elements as from time to time may be paved and intended for such purposes.
15. AMENDMENTS: Except as otherwise provided for the expansion of this condominium, this Declaration may be amended with the written consent of 66 $\frac{2}{3}$ % of the unit owners if such amendments are not contrary to the Condominium Ownership Act and provided that Paragraph 12 hereof may never be amended without the written consent of the Declarant. An amendment becomes effective when it is recorded in the same manner as this Declaration.

In Addition, amendments of a material nature must be approved by eligible mortgage holders representing at least 51% of the votes of the unit estates that are subject to mortgages held by eligible holders.

16. INTERPRETATION OF DECLARATION: The provision of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of a first class condominium residential development. In the event of any controversy arising under this Declaration, same shall be submitted to arbitration under the laws of the State of Wisconsin, as the prerequisite to the commencement of any legal proceeding. Such arbitration shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three

disinterested arbitrators, one named by the party or parties submitting the matter at issue, one named by the party or parties contesting the matter at issue, and one by two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of the State of Wisconsin as applied to the facts found by the arbitrator or arbitrators. The expense of arbitration proceeding conducted hereunder shall be borne equally by the parties. All arbitration proceedings hereunder shall be conducted in Menasha, Winnebago County, Wisconsin.

17. SEVERABILITY: The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word or other provision of the Declaration of Condominium, Articles of Incorporation, By-Laws and Regulations of the Association shall not affect the validity of the remaining portions.
18. MUNICIPAL ASSESSMENT FOR STREET: The City of Menasha will install hard surface street and curb and gutter as required by the city sometime in the future over adjacent portions of Wittmann Drive and Wittmann Park Lane. Those improvements will be assessed to the condominium association and paid for by the unit owners based on their percentage of ownership in common elements as assessed from time to time.
19. FURTHER MATTERS: All present and future owners, tenants and occupants of such owners, employees of owners and tenants, or property or any part thereof shall be subject to, and shall comply with the provisions of the Declaration, the By-Laws and rules and regulation adopted pursuant thereto, as these instruments may be amended from time to time, by such owner, tenant or occupant. The provisions contained in such instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in such unit, as though such provisions were recited and fully stipulated in each deed, conveyance or lease thereof. The enforcement thereof may be by such judicial proceedings as the Board of Directors of the Association may deem appropriate as well as by the provisions of the Wisconsin Ownership Act.
20. LIEN FOR UNPAID ASSESSMENTS: Any lien for delinquent common expense assessments or other charges that the owners' association has a unit will be subordinate to a first mortgage on the unit, if the mortgage was recorded before the delinquent assessment was due. A lien for a common expense assessment is not affected by the sale or transfer of the unit estate unless a foreclosure of a first mortgage is involved. If common expense assessments are not paid when due assessments against any unit estate, including interest, costs and reasonable attorney's fees, shall become a lien upon the unit estate. Each assessment against a unit estate shall be the personal obligation of the person who owned the unit at the time the assessment became due, and shall not pass to successors in title unless they agreed to assume the obligation.

IN WITNESS WHEREOF, the Declarant has executed this 26th day
August 1991.

Wittmann Park
Condominium Association Inc.

By: Wilburt Raatz
Wilburt Raatz, President
Sally Weisgerber
Sally Weisgerber, Vice President

ACKNOWLEDGEMENT

STATE OF WISCONSIN)
)SS
WINNEBAGO COUNTY)

Personally came before me this 26th day of August 1991, the
persons named Wilburt Raatz and Sally Weisgerber, to me known to be
persons who executed the foregoing instrument and
acknowledged the same.

Alice T. Robison
Winnebago County, Wisconsin
My Commission expires 5/3/92

Alice T. Robison

EXHIBIT B

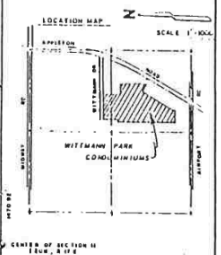
EXHIBIT A PAGE 1

ALL THAT PART OF LOT 2, LENSED SURVEY MAP NUMBER 1310,
DOCUMENT NUMBER 818277, WHICH IS LOCATED IN THE NORTH 1/4
OF SECTION 11, TOWN 20 NORTH, RANGE 17 EAST, CITY OF MINNEAPOLIS

A graphic scale bar is shown at the bottom of the page. It is marked in meters (0, 100, 200, 300, 400) and feet (0, 100, 200, 300, 400). The bar is divided into segments of 100 units each. Above the bar, there are labels for 'SCALE', 'M', and 'FEET'. A north arrow is also present at the top left of the page.

BEARINGS ARE REFERENCED TO THE SOUTH
LINE OF THE NE 1/4 OF SECTION 11, WHICH
IS COMPUTED AS N89°32'09"E

0 EXIST 1" IRON PIPE
 0 EXIST 1 1/4" STEEL REMAN.
 0 FENCE POST SET IN CONCRETE
 0 EXIST 3/4" STEEL REMAN.



CURVE NO.	LOT NO.	RADIUS	ARC	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING	TANGENT BEARING
A-B	120	90.54	86.37°	327°45'00" W	41°30'00" W		
B-C	121	90.78	85.66°	327°10'00" W	41°30'00" W		
C-D	122	86.37	85.66°	318°18'00" W	31°00'00" W		
D-E	140	60.44	89.89°	318°18'00" W	31°00'00" W		
E-F	141	60.44	89.89°	318°18'00" W	31°00'00" W		
F-G	142	60.44	89.89°	318°18'00" W	31°00'00" W		
G-H	143	60.44	89.89°	318°18'00" W	31°00'00" W		
H-I	144	60.44	89.89°	318°18'00" W	31°00'00" W		
I-J	145	60.44	89.89°	318°18'00" W	31°00'00" W		
J-K	146	60.44	89.89°	318°18'00" W	31°00'00" W		
K-L	147	60.44	89.89°	318°18'00" W	31°00'00" W		
L-M	148	60.44	89.89°	318°18'00" W	31°00'00" W		
M-N	149	60.44	89.89°	318°18'00" W	31°00'00" W		
N-O	150	60.44	89.89°	318°18'00" W	31°00'00" W		
O-P	151	60.44	89.89°	318°18'00" W	31°00'00" W		
P-Q	152	60.44	89.89°	318°18'00" W	31°00'00" W		
Q-R	153	60.44	89.89°	318°18'00" W	31°00'00" W		
R-S	154	60.44	89.89°	318°18'00" W	31°00'00" W		
S-T	155	60.44	89.89°	318°18'00" W	31°00'00" W		
T-U	156	60.44	89.89°	318°18'00" W	31°00'00" W		
U-V	157	60.44	89.89°	318°18'00" W	31°00'00" W		
V-W	158	60.44	89.89°	318°18'00" W	31°00'00" W		
W-X	159	60.44	89.89°	318°18'00" W	31°00'00" W		
X-Y	160	60.44	89.89°	318°18'00" W	31°00'00" W		
Y-Z	161	60.44	89.89°	318°18'00" W	31°00'00" W		
Z-A	162	60.44	89.89°	318°18'00" W	31°00'00" W		

I, DAVID B. SINGLE, DO HEREBY CERTIFY THAT THE PLAN IS A CORRECT REPRESENTATION OF THE CONDOMINIUM DESCRIBED AND THE IDENTIFICATION AND LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAN AND SANBIDE.

THIS _____ DAY OF _____ 1981

MARTENSON & EISELE, INC.
CONSULTING ENGINEERING and LAND SURVEYING
1919 AMERICAN COURT
NEENAH WI. 54956
PROJECT NUMBER 100-C

UNIT DESIGNATIONS FOR BUILDINGS 1,2 AND 3



THREE MONTHS OF SUCH PERMANENT EMBROIDERED
EMBROIDERED AND WASHED THE PROTECTIVE AND WASHED
AND THE OTHER SIDE OF THE PROTECTIVE AND WASHED
EMBROIDERED, EMBROIDERED, AND, EMBROIDERED,
EMBROIDERED AND WASHED EMBROIDERED AND WASHED
EMBROIDERED AND WASHED EMBROIDERED AND WASHED



2. DAVID B. EISEL, DO NOT WANT TO REVEAL THAT THE
PLAN IS A COVERT OPERATION. HE HAS BEEN
TUNING INTO THE RADIO AND THE TELEVISION AND
LOCATION OF THE HOUSE AND THE COUNTRY. HE HAS
BEEN TOLD THAT HE IS NOT TO REVEAL THE PLAN AND
LOCATION OF THE HOUSE AND THE COUNTRY.

THIS 7th DAY OF May 1968
David D Ewing
DAVID D EWING, NEW YORK, NEW YORK

MARTENSON B EISELE, INC
CONSULTING ENGINEERING AND LAND SURVEYING
1515 AMERICAN COURT
MILWAUKEE, WI 53238

WITTMANN PARK CONDOMINIUMS

8 UNIT BUILDING - SECOND FLOOR

UNIT DESIGNATION FOR BUILDINGS 1, 2 AND 3

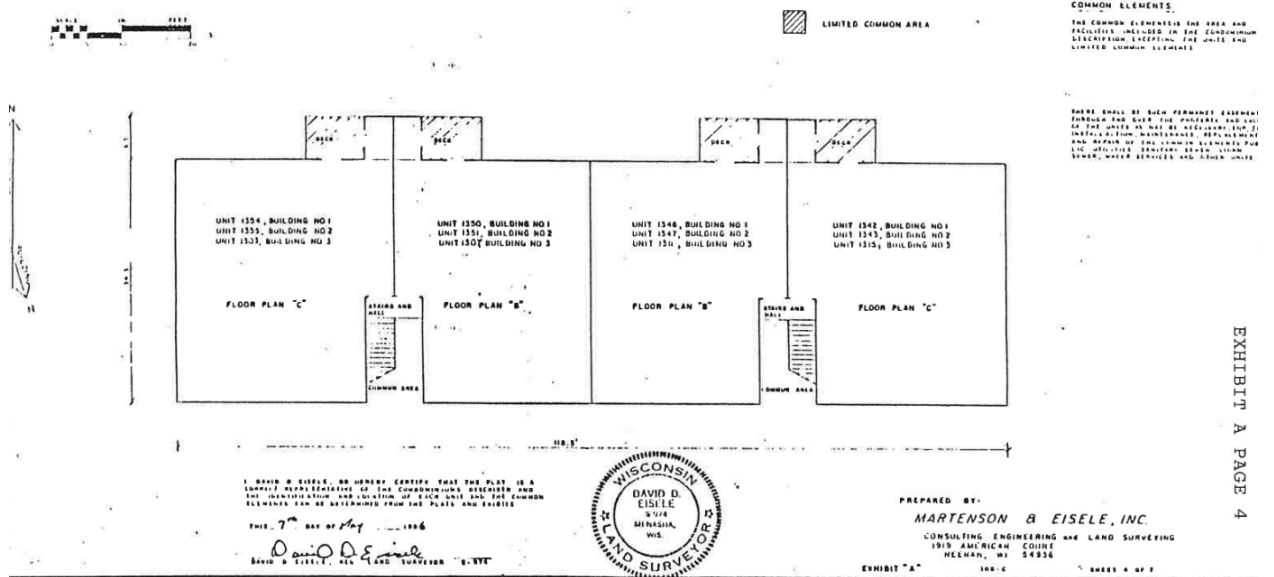


EXHIBIT A PAGE 4

WITTMANN PARK CONDOMINIUMS

FOURTH AMENDMENT

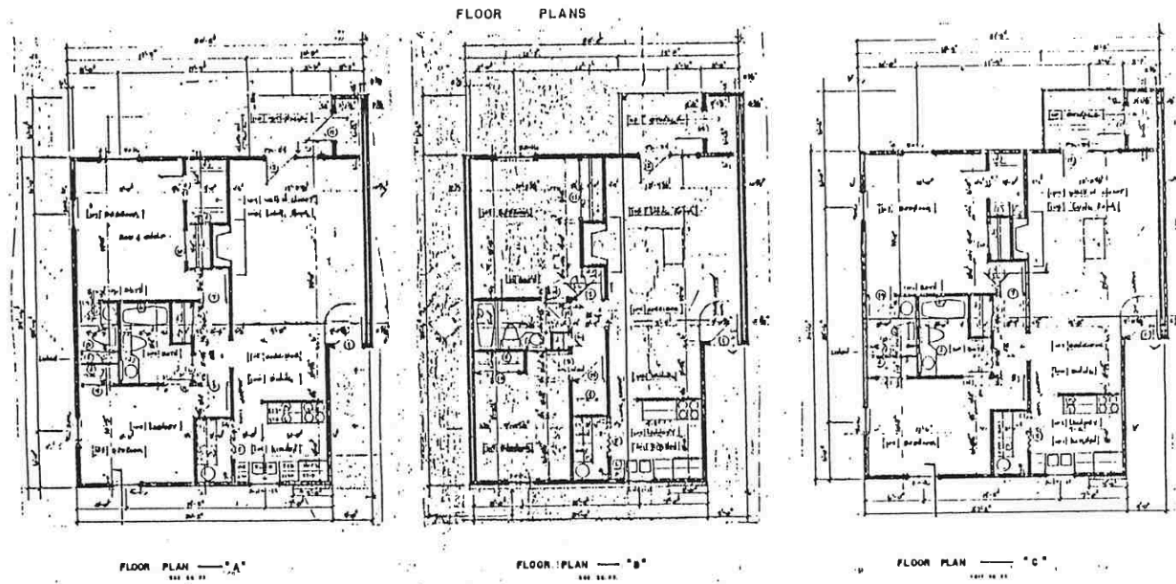
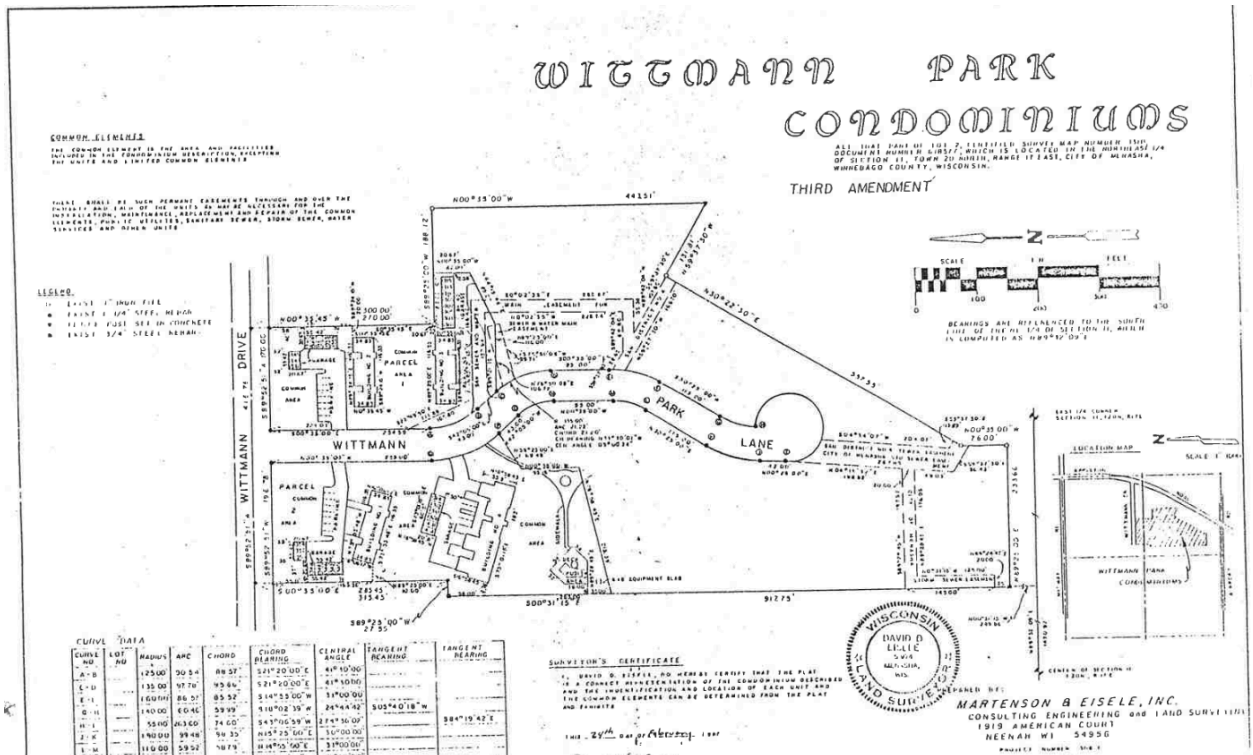
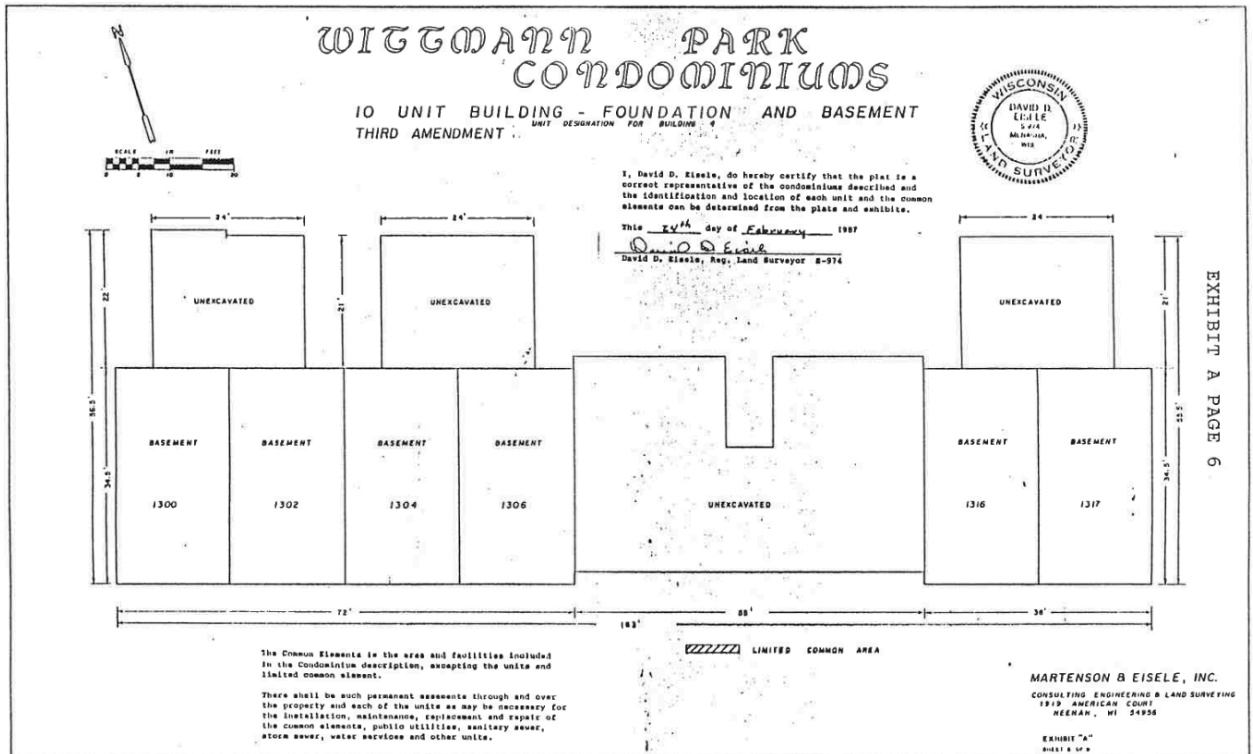


EXHIBIT A PAGE 5



MARTENSON & EISELE, INC.



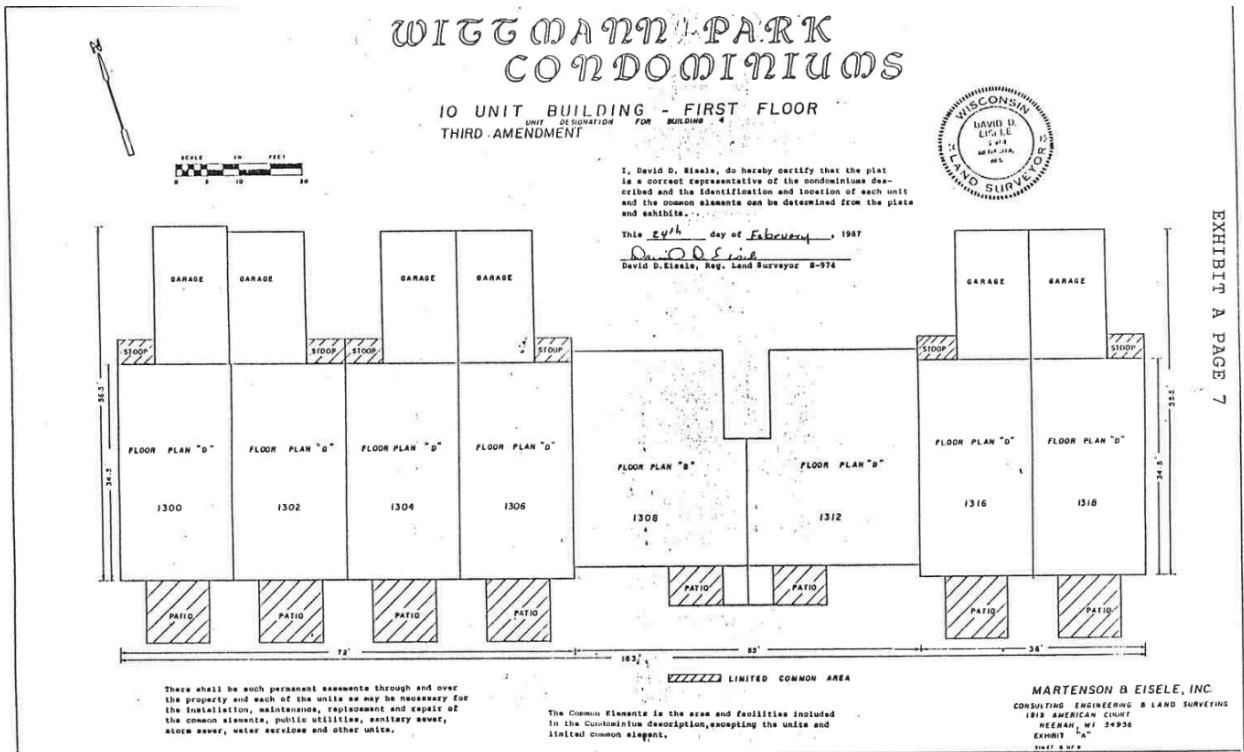


EXHIBIT A PAGE 7

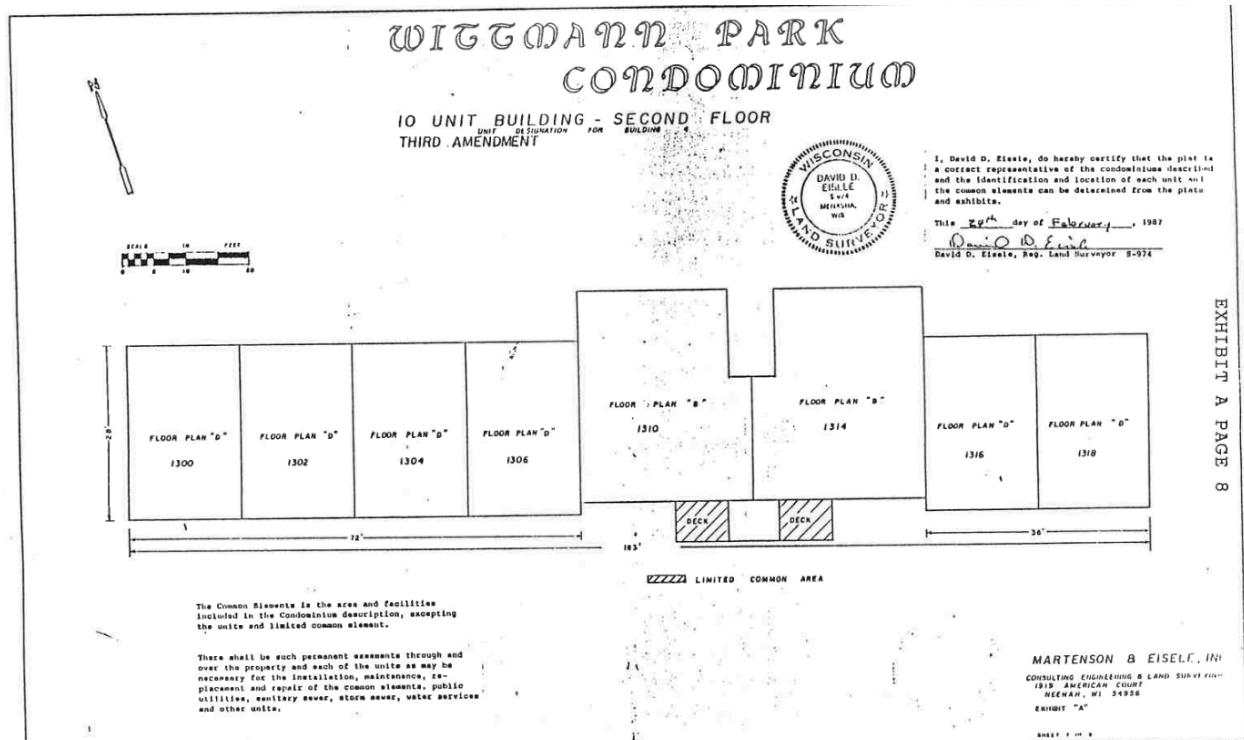


EXHIBIT A PAGE 8

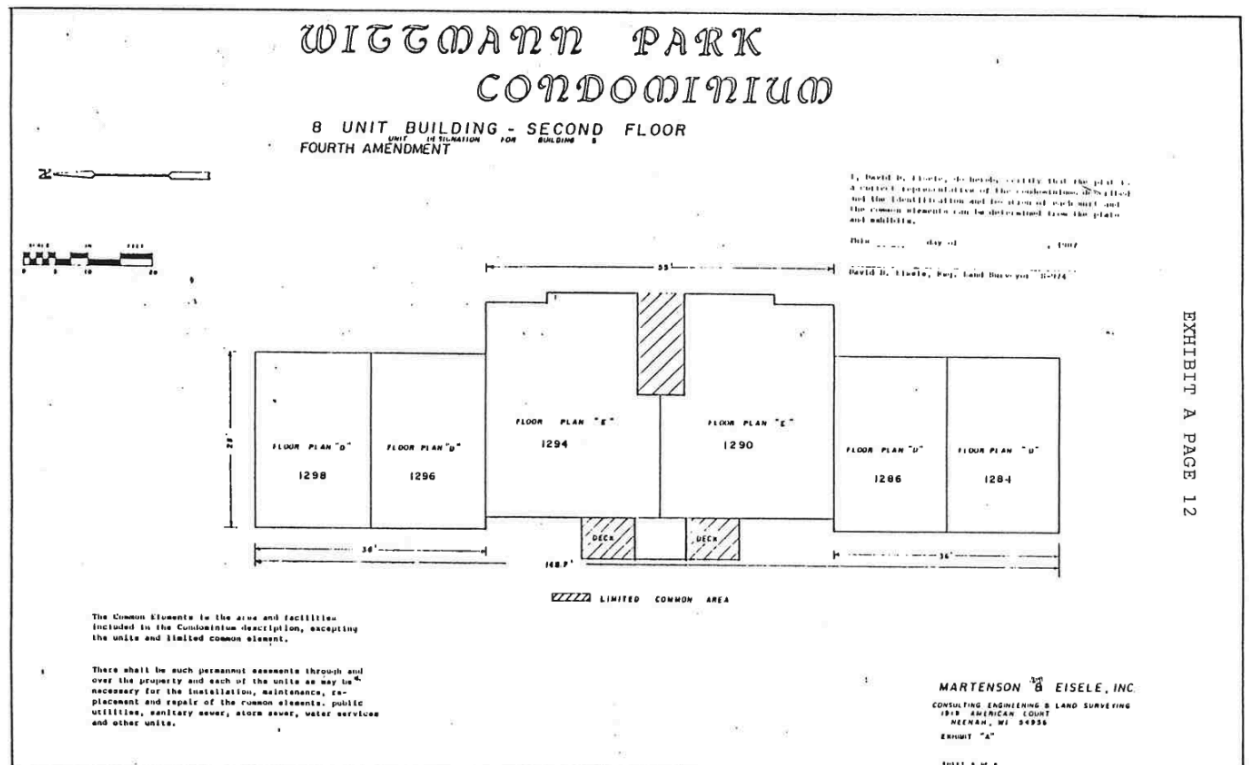
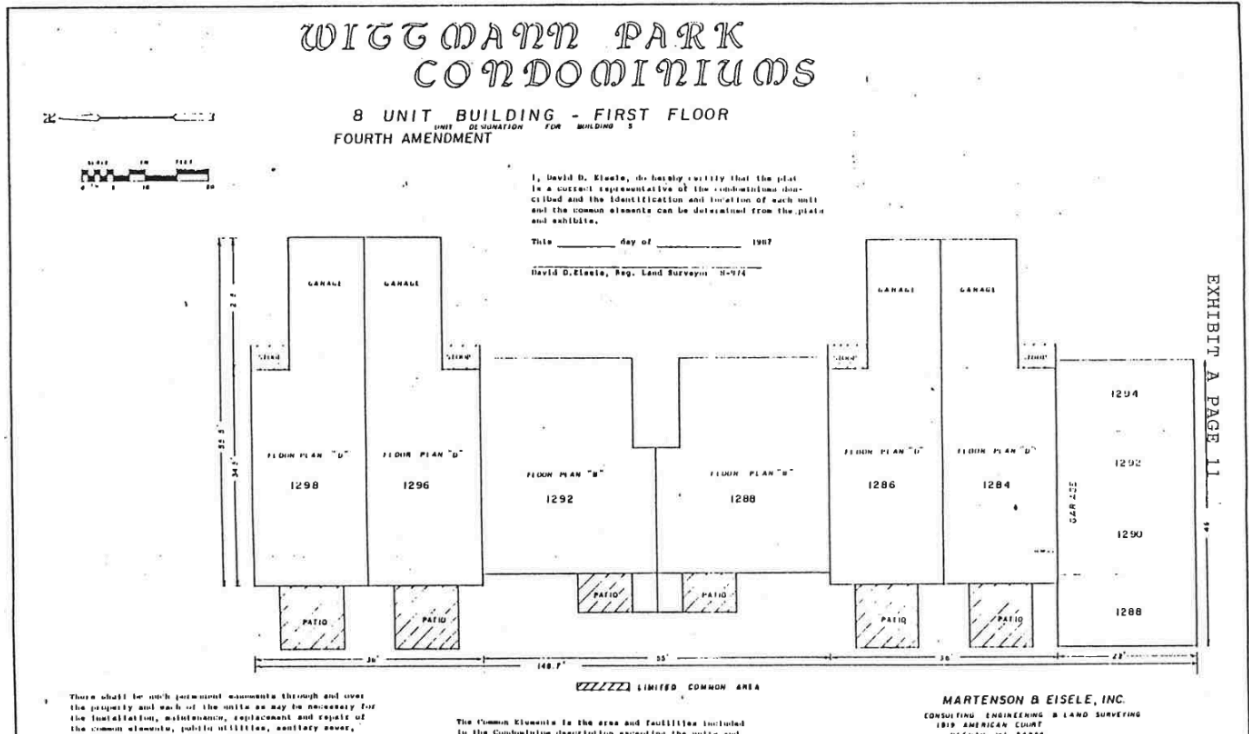


EXHIBIT B

5. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS:

<u>UNIT NO.</u>	<u>BUILDING NUMBER</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1284	5	1120	2.71
1286	5	1120	2.71
1288	5	908	2.19
1290	5	933	2.25
1292	5	908	2.19
1294	5	933	2.25
1296	5	1120	2.71
1298	5	1120	2.71
1300	4	1120	2.71
1301	3	983	2.37
1302	4	1120	2.71
1303	3	1017	2.46
1304	4	1120	2.71
1305	3	908	2.19
1306	4	1120	2.71
1307	3	908	2.19
1308	4	908	2.19
1309	3	908	2.19
1310	4	908	2.19
1311	3	908	2.19

1312	4	908	2.19
1313	3	983	2.37
<u>UNIT NO.</u>	<u>BUILDING NUMBER</u>	<u>SQUARE FEET</u>	<u>PERCENTAGE OF OWNERSHIP</u>
1314	4	908	2.19
1315	3	1017	2.46
1316	4	1120	2.71
1318	4	1120	2.71
1340	1	983	2.37
1341	2	983	2.37
1342	1	1017	2.46
1343	2	1017	2.46
1344	1	908	2.19
1345	2	908	2.19
1346	1	908	2.19
1347	2	908	2.19
1348	1	908	2.19
1349	2	908	2.19
1350	1	908	2.19
1351	2	908	2.19
1352	1	983	2.37
1353	2	983	2.37
1354	1	1017	2.46
1355	2	1017	2.46

BY-LAWS
Of
WITTMANN PARK ASSOCIATION OF CONDOMINIUM OWNERS, INC.
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BY-LAWS

WITTMANN PARK ASSOCIATION OF CONDOMINIUM OWNERS, INC.

ARTICLE I

NAME AND PURPOSE

Pursuant to the “Articles of incorporation of Wittmann Park Association of Condominium Owners, Inc.” and the “Declaration of Condominium of Wittmann Park Condominium” recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin (hereinafter called “Declaration”), the following are adopted as By-Laws of Wittmann Park Association of Condominium Owners, Inc., which is a corporation formed to serve as an association of unit owners who own real estate and improvements under the condominium Ownership Act” under the laws of the State of Wisconsin and corporation may hereinafter sometimes be referred to as “Association”).

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

ARTICLE II

MEMBERS, VOTING AND MEETINGS

1. MEMBERS: This corporation shall have one class of members, as provided in the Articles of Incorporation, and the rights and qualifications of members are as follows:

- A. UNIT OWNER MEMBERS: Every unit owner upon acquiring title to a unit, under the terms of the Declaration, 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. In the event of a lease of a unit, the lessee shall be deemed the owner only to the extent provided in the lease filed with the Board of Directors of the Association.
- B. ONE-MEMBERSHIP PER 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. A unit owner shall be entitled to one membership for each unit owned. Voting rights may not be split and shared membership interests must be voted pursuant to the terms of paragraphs 2 and 3 hereof.

- C. TRANSFER OF MEMBERSHIP: Each such membership shall be appurtenant to the unit upon which it is based and shall be transferred automatically upon conveyance of the 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, and any other information about the transfer which the Association may deem pertinent.

2. VOTING RIGHTS. Each member shall be entitled to the number of votes as provided in the Condominium Declaration. Directors of the Association shall be elected by the members at their annual meeting as hereinafter provided. At meetings of the Association, the owner is entitled to cast the votes allocated to that unit. If more than one of the multiple owners is present, the votes allocated to that unit may not be cast proportionally among the owners and unanimous agreement is conclusively presumed if any one of them purports to cast the votes allocated to that unit without protest being made promptly by any of the owners to the person presiding over the meeting.

3. QUORUM AND PROXIES FOR MEMBERS' MEETINGS. A quorum for members meetings shall consist of a majority of votes entitled to vote. Votes may be cast in person or by proxy. Proxies shall be valid only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee, and must be filed with the Secretary-Treasurer 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, whether 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 notified.

4. 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-Treasurer, unless waived in writing, to each member at his address as it appears on the books of the Association and shall be mailed, or personally delivered not less than ten (10) days prior to the date of the meeting. Notice of meeting may be waived before or after meetings. Meetings shall be held at such time and place as may be designated by the Board of Directors. The annual meeting shall be held during the month of October of each year for the purpose of electing directors and of transacting any other business authorized to be transacted by the members. Special meetings of the members shall be held whenever called by the President or any two members of the Board of Directors and must be called by such officers upon receipt of a written request signed by members with One-third or more of all votes entitled to be cast.

5. ORDER OF BUSINESS: The order of business at the annual meeting, and as far as practical at all other meetings of the members, shall be:

- A. Call to order by the President;
- B. Call of the roll and certifying proxies;
- C. Proof of notice of meeting or waiver of notice;
- D. Reading and disposal of any unapproved minutes;
- E. Reports of officers;
- F. Reports of committees;
- G. Election of inspectors of election;
- H. Election of directors (if necessary);
- I. Unfinished business;
- J. New business; and
- K. Adjournment

6. MAJORITY VOTE PREVAILS. Decisions of the Association shall be made on a majority of votes of the unit owners present and voting.

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7. POWERS OF THE ASSOCIATION. The Association has the power to:
- A. Adopt budgets for revenues, expenditures, and reserves and levy and collect dues and assessments for common expenses from unit owners;
 - B. Employ and dismiss employees and agents;
 - C. Sue on behalf of all unit owners and the Association;
 - D. Exercise any other power conferred by the condominium instruments and By-Laws;
 - E. Make contracts and incur liabilities; including contracts with other condominium association(s) or other entities so as to provide and/or furnish amenities for the benefit of the members and to pay for the cost of same;
 - F. Regulate and impose charges for the use of common elements;
 - G. Cause additional improvements to be made as part of the common elements;
 - H. Acquire, hold, encumber and convey any right, title or interest in and to real property;
 - I. Grant easements through or over the common elements;
 - J. Receive any income derived from payments, fees or charges for the use, rental or operation of the common element;
 - K. Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of the unit or of any other portion of the condominium.

ARTICLE III

BOARD OF DIRECTORS

1. NUMBER AND QUALIFICATION OF DIRECTORS. The Board of Directors shall consist of not less than three (3) nor more than seven (7) persons as is determined from time to time by the members. All members of the Board of Directors shall be members of the Association or, in the event that such member of the Association is not a person, the appointee of such member of the Association, except one Director may be a non-member.
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 provision of the Declaration and the Articles of Incorporation and the provisions of the Condominium Ownership Act, including the power to engage the services of a manager or managing agent.

3. ELECTION AND TERM OF DIRECTORS. At the first annual meeting of the Association the members shall elect the Board of Directors, the term of office for one-third of the Board of Directors elected shall be fixed at three years, the term of office for one-third of the Board of Directors elected shall be for two years and the term of office for one-third of the Board of Directors elected shall be for one year. At the expiration of the initial term of office of each respective member of the Board of Directors, his successor shall be elected to serve for a term of three years.

4. VACANCIES ON THE BOARD. Vacancies on the Board of Directors caused by any reason other than removal of a director by 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.

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

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

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

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 waiver of notice by him of the time and place thereof. If all the directors are present at any

meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

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 acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there shall be less than a quorum present, a 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.

10. INSURANCE. The Board of Directors shall maintain the insurance required under Article V, Section 5 of these Association By-Laws and any other insurance the Board of Directors deem necessary for the security of this Condominium Association.

11. 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 director or officer of the Association, if such person (a) exercised and used the same degree of care and skill as a prudent person 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.

12. COMPENSATION. No compensation shall be paid to directors for their services as directors.

ARTICLE IV

OFFICERS

1. DESIGNATION, ELECTION AND REMOVAL. The principal officers of the Association shall be the President, Vice-President, Secretary-Treasurer, and The Recording-Secretary to be elected annually by the Board of Directors. Upon the affirmative vote of a majority of the Board of Directors, any officer may be removed, either with or without cause, and his successor shall be elected at the regular meeting of the Board of Directors, or at any special meeting called for that purpose.
2. PRESIDENT. The President shall be selected from among the members of the Board of Directors and shall be the Chief Executive Officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all the general powers and duties which are usually vested in the office of President including, but not limited to, the power to sign, together with any other officer designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions herein.
3. VICE-PRESIDENT. The Vice-President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.
4. SECRETARY-TREASURER. The Secretary-Treasurer shall have charge of the Associations books and records, and shall have the responsibility for 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 belonging to the Association. The Secretary-Treasurer shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors. The Secretary-Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.

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5. RECORDING-SECRETARY. The Recording-Secretary shall keep the Minutes of all meetings of the Board of Directors and the Minutes of all meetings of the Association.
 6. COMPENSATION. No compensation shall be paid to an officer for services as an officer, except as may be authorized by a vote of the Members.

ARTICLE V OPERATION OF PROPERTY

1. ANNUAL OPERATING CHARGES. The Board of Directors shall prepare an annual operating budget for the Association in order to determine the amount of the common charges payable by the members to meet the common expenses of the Association for the ensuing year. The budget shall be prepared and determined by October 1st of each calendar year and the amounts required by such budget shall be allocated among the members of the Association according to their respective percentages of ownership as set forth in the Declaration.

The Board of Directors shall advise all members of the Association in writing of the amount of common charges payable by each of them 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.

The Budget shall provide for two funds, one of which shall be designated the “operating fund” and the other the “reserve fund”. The operating fund shall be used for all common expenses which occur with greater than annual frequency such as amounts required for the cost of wages, materials, insurance, services and supplies. The reserve fund shall be used for contingencies and replacement expenses. In the event that the Association incurs extraordinary expenditures not originally included in the annual estimate, then such sums as may be required shall be first charged against the reserve fund. In the event that both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged to each owner in proportion to his interests as set forth in the Declaration.

The reserve fund may include such amounts as the Board of Directors may deem necessary. It may also be used to discharge mechanic's liens or other encumbrances levied against the entire property, or any part thereof which may constitute a lien against the common property rather than against the unit interest of particular owners. The unit owner responsible for any such lien shall be specifically assessed for the full amount thereof.

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

All of the preceding shall constitute common expenses and charges and shall be paid quarterly to the Association on the first day of January, April, July, and October or within ten (10) days of the due date. If not paid on or before the due date, or within the 10 day grace period the charges shall bear interest at the rate of eighteen (18) percent per annum from the due date until paid in full.

If within ten (10) days of the determination of such charges by the Board of Directors, a petition is presented to the Board of Directors protesting against such charges or the budget upon which they are based, and the petition is signed by the Association's members representing more than fifty (50) percent of the membership interests entitled to vote with respect to such charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing such charges or budget before the charges become due. At such meeting, the vote of more than fifty (50) percent of the membership interested entitled to vote may revise the budget and charges, and such revised budget and corresponding charges shall replace for all purposes the one previously established; provided, however, that the annual budget and charges may not be revised downward to a point lower than the amount equal to the aggregate of the average total budgets for each of the preceding two years.

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2. SPECIAL ASSESSMENTS. In the event a unit owner fails to comply with the Association rules or neglects to repair and/or maintain his unit or patio/deck or common elements damaged by him or his guests as required after ten (10) days written notice, the cost of so doing authorized by the Association shall be charged as a special assessment against the unit.
 3. DEFAULT. If a member of the Association is in default in the payment of any charges or assessments for a period of more than ten (10) days, the Board of Directors, in the name of the Association, may bring suit for an on the behalf of the Association as representative of all members to enforce collection of such delinquencies or to foreclose the lien therefore, as provided by law, and there shall be added to the amount due the costs of suit and the legal interests, together with a reasonable attorney's fee. The provisions of the Condominium Ownership Act pertaining to such assessments, lien for same and collection thereof shall govern. If a member of the Association is in default in dues, assessments, special assessments or any other monies owed the Association for more than ten (10) days the member will be assessed eighteen (18) percent per annum interest on the sum of the delinquency from the first day of such delinquency until paid.
 4. AUDIT. The Board of Directors shall appoint an Auditing Committee of at least two (2) Association Members. Said auditing committee shall perform a complete audit of all assessments due and paid, all dues due and paid, all special assessments due and paid, all expenses, reserve balances, tax filings, State filings and all other financial transactions which have occurred during the previous financial year. The findings of the Audit Committee of such audit will be submitted to the Board of Directors prior to the annual meeting of Association Members in October.
 5. INSURANCE.

The Association shall provide Blanket or Master Property Insurance Coverage on all common and limited common elements equal to 100% of current replacement costs. However, the Board of Directors is not required to provide replacement cost insurance coverage, but rather insurance to value in the event the unit owners elect not to replace the damaged property under the provisions of Section 9.1 of the Wittmann Park condominium Association Declaration.

The association shall provide General Liability Insurance Coverage for all common areas, public ways, and commercial spaces of at least \$1,000,000 for Bodily Injury and Property Damage per occurrence.

The Association shall provide Fidelity Bond Coverage for all individuals responsible for Owners Association funds equal to at least three months dues and assessments on all units plus reserve funds.

6. WRITTEN NOTICE TO MORTGAGEE. The holder, insurer or guarantor of the mortgage on any unit in the project is entitled to timely written notice from the association of the following:

Any condemnation or casualty loss that affects either a material portion of the project of the unit securing its mortgage.

Any sixty day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage.

A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the owner's Association.

Any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

7. AVAILABILITY OF PROJECT DOCUMENTS. The Association shall maintain current copies of the declaration, By-Laws and other rules concerning the project as well as its own books, records and financial concerning the project as well as its own books, records and financial statements available for inspection by unit owners or by holders, insurers and guarantors of first mortgages that are secured by units in the project. These documents shall be available during normal business hours or under other reasonable circumstances. In addition the Association shall provide an audited statement for the preceding fiscal year if the holder, insurer or guarantor of the first mortgage that is secured by a unit in the project submits a written request for it.
8. RIGHT OF ACCESS. A unit owner shall grant a right of access to his unit to the manager, and any other person authorized by the Board of Directors, or the manager to

make inspections, to correct any condition originating in said unit and threatening another unit or a common or limited common area or facility; alter or repair mechanical or electrical services in common or limited common areas in his unit or elsewhere in the building; and to correct any conditions which violates the provisions of any Association rules. Requests for such entry shall be scheduled in advance and such entry shall be scheduled for a time reasonably convenient to the unit owner. However, in case of emergency, such right of entry shall be immediate, whether the unit owner is present at the time or not.

9. **RESPONSIBILITY OF TRANSFEREES FOR UNPAID ASSESSMENTS.** In a voluntary transfer of a unit, the transferee of the unit shall be jointly and severally liable with the transferor for all unpaid dues or assessments against the latter up to the time of transfer without prejudice to the transferee's right to recover from the transferor the amounts paid by the transferee therefor. However, any such transferee shall be entitled to a statement from the Board or President, or managing agent of the Association, as the case may be, setting forth the amount of unpaid dues or assessments against the transferor due to the Association and such transferee shall not be liable for, nor shall the unit conveyed be subject to a lien for, any unpaid dues or assessments made by the Association against the transferor in excess of the amount therein set forth. In the event the Association or Board does not provide a statement setting forth any sums due within five (5) business days after transferee's request for the same, the Association or the Board shall be barred from claiming a lien against the transferee.

ARTICLE VI

DUTIES AND OBLIGATIONS OF UNIT OWNERS

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 Incorporation, these By-Laws, and the rules and regulations of the Association including the following:

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- a. **USE.** No unit can be leased or rented for less than 90 days and no unit owner shall occupy or use his unit or the limited common areas appurtenant thereto, or permit the same or any part thereof to be occupied or used:
 - i. For any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests;
 - ii. So as to disrupt the uniformity of appearance of the building from the outside, and
 - iii. For the parking of mobile homes, house trailers, boat trailers, or boats, or vehicles in excess of 4,500 lbs; this restriction does not apply to parking these items in garages.
 - b. **OBSTRUCTIONS.** There shall be no obstruction of the common areas and facilities and nothing stored therein without the prior written consent of the Association.
 - c. **INCREASE IN 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 a violation of any law or ordinance.
 - d. **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.
 - e. **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.
 - f. **ADDITIONAL RULES AND REGULATIONS.** Additional rules and regulations concerning the use of the units and the common elements may be adopted and amended from time to time by the Association. Copies of such rules and regulations and any amendments thereof shall be furnished by the Association to each unit owner prior to the time when they become effective. The addition rules and regulations, which shall be effective until so amended by the Association, are set forth in Schedule "A" hereof.

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- g. CONFLICT. The above rules and regulations, and those which may be hereinafter adopted by the Association, are in addition to the Declaration, and in the event of conflict, the Declaration shall govern.
 - h. MAINTENANCE AND REPAIR OF UNITS. Every unit owner must perform properly 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.
 - i. LIMITED COMMON AREAS. Every unit owner must maintain the limited common areas appurtenant to his unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, and no permanent or movable barbecue pits or grills shall be placed thereon without the prior written consent of the Board of Directors of the Association, except movable barbecue pits or grills may be placed on the patio/deck.
 - j. AMENDMENT AND ADOPTION OF ADDITIONAL RULES AND REGULATIONS. The Board may from time to time adopt additional rules and regulations governing the operation, maintenance, beautification and use of the common areas and facilities, the limited common areas, and the units not inconsistent with the terms of the Declaration, and the Association's members shall conform to and abide by all such rules and regulations. A violation of any such rules and regulations shall constitute a violation of the Declaration.

ARTICLE VII

AMENDMENTS

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by the members, by affirmative vote of sixty-seven (67%) percent of all the votes entitled to be cast. No such amendment shall be valid if it conflicts with the Declaration or the Condominium Ownership Act.

ARTICLE VIII

GENERAL

1. FISCAL YEAR. The fiscal year shall begin on the first day of January and end on the last day of December of each year.
2. SEAL. The Board of Directors may but shall not be required to provide a corporate seal which shall be circular in form and shall have inscribed therein the name of the corporation and the words "Corporate Seal, Wisconsin".

ARTICLE IX

MISCELLANEOUS

1. RECORD OF OWNERSHIP. Every unit owner shall promptly cause to be duly recorded or filed of record the deed, lease, assignment or other conveyance to him of such unit or other evidence of his title thereto and shall file such lease with and present such other evidence of his title to the Board of Directors and furnish his current mailing address, and the Secretary-Treasurer shall maintain all such information in the record of ownership of the Association. No unit owner may vote at meetings of the Association until this information is furnished.
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 the release of such mortgage, and the Secretary-Treasurer shall maintain all such information in the record of ownership of the Association. The purchaser of any unit or interest therein shall report to such person the amount of assessments against such unit then due and unpaid.
3. INDEMNITY OF OFFICERS AND DIRECTORS. Every person who is or was a director or officer of the Association shall (together with the heirs, executors and administrators of each person) be indemnified by the Association against loss, costs, damages and expenses (including reasonable attorney's fees) asserted against, incurred by or imposed upon him in connection with or resulting from any claim, action, suit or proceedings, including criminal proceedings, to which he is made or threatened to be made a part 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 in his capacity as such employee. The foregoing rights of indemnification shall be in addition to all rights to which officers, Directors or employees may be entitled as a matter of law.

All liability, loss damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall be treated and handled by the Association as common expenses; provided, however, that nothing in the 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 Ownership Act, the Articles and By-Laws of the Association, as a member of the Association, or owner of a condominium unit covered thereby.

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 conflict. All terms herein (except where clearly repugnant to the context) shall have the same meaning as in the Declaration of said Ownership Act.
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 of the unit owners.
6. MAILING ADDRESS. The mailing address of the Association shall be: 1320 Wittmann Park Lane, Menasha, Wisconsin 54952.

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7. BORROWING MONEY. No money shall be borrowed except upon affirmative vote of a majority of votes of the unit owners present and voting or upon an affirmative vote of two-thirds ($\frac{2}{3}$) of the members of the Board of Directors.
 8. INVALIDITY. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.
 9. CAPTIONS. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these By-Laws or the intent of any provision thereof.
 10. GENDER. The use of the masculine gender in these By-Laws shall be deemed to include the feminine gender and the use of the singular shall be deemed to include the plural, whenever the context so requires.
 11. WAIVER. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE X

DEFAULT

1. DEFINITION. Failure to comply with any of the terms of the Declaration, these Condominium By-Laws, the Articles of Incorporation or duly adopted Rules and Regulations of the Association shall constitute an event of default and shall be grounds for relief, which may include without intending to limit the same an action to recover sums due for damages and injunctive relief, or any combination thereof.
2. COSTS. In any proceedings arising because of any alleged default by any owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and reasonable attorney's fees from such owner.
3. NO WAIVER. The failure of the Association or of any owner to enforce any right, provision, covenant or condition which may be granted by the Declaration, these Condominium By-Laws, the Articles of Incorporation, or duly adopted Rules and Regulations of the Association shall not constitute a waiver of the right of the Association or of any such owner to enforce such right, provision, covenant or condition in the future.
4. RIGHTS CUMULATIVE. All rights, remedies and privileges granted to the Association or any owner pursuant to any provision of the Declaration, these Condominium By-Laws,

The Articles of Incorporation, or duly adopted Rules and Regulations of the Association, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XI

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Condominium By-Laws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provision or covenants held to be partially invalid or unenforceable.

ARTICLE XII

TABLE OF CONTENTS; HEADINGS

The table of contents and headings used in these Condominium By-Laws have been inserted for convenience only and do not constitute matter to be construed in interpretation.

SCHEDULE A OF THE BY-LAWS OF WITTMANN PARK ASSOCIATION OF CONDOMINIUM OWNERS, INC. ("Association")

ADDITIONAL RULES AND REGULATIONS OF THE ASSOCIATION

1. VEHICLES AND PARKING
 - a. Overhead garage doors must be closed when garage is not in use.
 - b. Guest parking is permitted in assigned parking spaces only with the permission of the owner or tenant involved.

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- c. Street parking is permitted in conformity with City of Menasha ordinances.
 - d. Vehicles are not permitted on patio, deck or grass areas. The term vehicle includes cycles, bikes and snowmobiles.
 - e. Parking is allowed in front of condominium units corresponding garage if it does not interfere with traffic flow.
 - f. No major vehicle repair work shall be permitted within the common areas or parking areas.
 - g. No commercial vehicle, recreational Vehicle, boat or trailer shall be parked outside of a garage.
 - h. Storage of more than two vehicles shall not be permitted by the occupants of one unit without written approval of the Board of Directors of the Association.
 - i. All Vehicles parked in condominium areas must be in operating condition.
 - j. Each condominium unit shall be assigned one vehicle parking space. Assignment of these spaces shall be as follows:

BUILDING 1

1340 1st space from west end
1342 2nd space from west end
1344 3rd space from west end
1346 4th space from west end
1348 5th space from west end
1350 6th space from west end
1352 7th space from west end
1354 8th space from west end

BUILDING 2

1341 1st space from west end
1343 2nd space from west end
1345 3rd space from west end
1347 4th space from west end
1349 5th space from west end
1351 6th space from west end
1353 7th space from west end
1355 8th space from west end

BUILDING 3

1301 1st space from west end
1303 2nd space from west end
1305 3rd space from west end
1307 4th space from west end
1309 5th space from west end
1311 6th space from west end
1313 7th space from west end
1315 8th space from west end

BUILDING 4

1300 front of garage
1302 front of garage
1304 front of garage
1306 front of garage
1308 1st space from west end
1310 2nd space from west end
1312 3rd space from west end
1314 4th space from west end
1316 front of garage
1318 front of garage

BUILDING 5

1284 front of garage
1286 front of garage
1288 1st space from south end
1290 2nd space from south end
1292 3rd space from south end
1294 4th space from south end
1296 front of garage
1298 front of garage

2. ANIMALS

No animals, reptiles, livestock or poultry of any kind shall be raised, bred, or kept in any

unit or the common area, except that each unit is permitted (2) pets. Pets will be contained, leashed or otherwise controlled whenever beyond the confines of their unit of occupancy. Pets will not be a nuisance to any other resident in the Association pursuant to local and municipal nuisance ordinances. Pet wastes will be retrieved immediately and disposed of properly. Pets must exist in accordance with local municipal ordinances.

3. ADDITIONAL RULES FOR PET OWNERS

- a. All pets must be walked on a leash.
- b. The owner of each pet is responsible for immediately cleaning any dirt or soilage caused by the pet in any common area. Cat litter must be placed in a plastic bag, securely tied.
- c. Landscape damage caused by a resident's pet will be repaired at the expense of the pet owner involved.
- d. The leash used to tether pets must be kept to reasonable length so as to become a nuisance to other residents or their guests. (Pets may only be tethered in the rear of the units)
- e. Dogs must not be left unattended in the garage or common areas.
- f. A unit owner is responsible for the pets of anyone living in or visiting his unit.

4. GARBAGE

- a. Garbage must be kept in the garage, until disposed of into dumpster.
- b. Garbage must be disposed of into Association dumpsters.
- c. The City of Menasha changed their garbage handling rules from time to time. Be alert and comply with any new rules.

5. OVERFLOW/BULKY ITEMS

Each Overflow/Bulky item must have a City of Menasha overflow/bulky item disposal tag attached to be picked up by the City of Menasha. Place overflow/bulky items next to dumpsters on Wittmann Drive. Overflow/Bulky item tags are mailed to each resident address every year.

6. GARBAGE, CONT.

- a. Refrigerator, freezer, dehumidifier, air conditioner and microwaves require an attached special permit for disposal. Call the City of Menasha Public Works, 920-967-3620, for permit information. Stoves, washers, dryers, trash compactors, etc. are considered bulky items for disposal and must be treated as Overflow/Bulky items described in Section 5.

7. RULES OF CONDUCT

- a. No resident may make or permit any disturbing noise in the Condominium units or common areas or to permit anything to be done to interfere with the rights, comforts, or convenience of other residents.
- b. No vulgar or profane language shall be permitted in the common areas.
- c. Unit residents with second story patio/decks shall not permit any liquid to run onto the patio/deck below.
- d. No garbage, supplies or other articles shall be placed in the passageways, the stairways or the stairway landings.
- e. Children shall not be permitted to play or loiter in passageways, the stairways or parking areas.
- f. No sign of any kind, antennas or window air conditioners shall be displayed to public view on or from any unit or the commons without prior consent of the Association, except that unit owners may have one satellite dish installed and realtor signs will be allowed on Wittmann Park Association property as determined by the Board of Directors.

8. RENTAL OF UNITS

In order to preserve high standards of maintenance and attractiveness of the Condominium, the following Rental Rules have been enacted to perpetuate this condition:

- a. As of October 17, 2018 and pursuant to an Association vote, all units under the Wittmann Park Condominium Association are not to be rented or leased. In the event that some members have current leases as of October 17, 2018, those leases are grandfathered in until the lease agreement terminates with the member of the unit. Any current existing leases, whether oral or written, cannot be assigned. Further, all existing leases are to be used by the existing renter who shall be occupying the unit based on an existing written lease. In other words, an existing renter cannot move out and continue the lease by paying the rent but allowing a third party to occupy the space. All members who claim they have existing leases are to provide a copy to the association by December 31, 2018 so the occupants of the unit can be verified in order to determine the proper lessee of the unit claimed to be rented.

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- b. The condominium unit owner shall be required to terminate the lease or rental agreement of any tenant who violates the rules of the Association.
 - c. No person or entity will be allowed to own more than 2 condominium units at one time in the “Wittmann Park Condominium Association.”

9. SWIMMING POOL RULES

The State of Wisconsin considers our Condominium Pool as a “Public Pool” and therefore subject to the laws of the State of Wisconsin. If we fail to comply with these rules the Wittmann Park Condominium Association can be subject to heavy fines or even condemnation of the pool. It behooves each Member of the Association to adhere strictly to these rules, make certain guests invited to the pool adhere to these rules and to promptly report to the Board of Directors any violation of the following Pool Rules:

- a. Pool hours shall be from 6:00 A.M. to 10:00 P.M.
- b. Access to the pool shall be through the locked gate. The gate shall be secured by a “padlock” and such “padlock” may be changed from time to time.
- c. A maximum of 4 (four) guests are allowed per condominium. Guests **MUST BE ACCOMPANIED** by a resident when using the pool. Residents will be responsible for the guest’s actions. Each unit resident has been issued a key for the gate lock. This key is not to be duplicated. If it is lost, a replacement key will cost \$5.00. If a resident moves (owner or renter), this key must be returned to the Secretary-Treasurer, who will issue it to the new resident or be transferred to the owner at closing.
- d. No music shall be permitted in the pool area, except when using headphones.
- e. No glass shall be allowed in the pool area.
- f. No pets shall be allowed in the pool area.
- g. No diving, running or jumping shall be allowed in the pool area. (this is a safety factor and will be strictly enforced).
- h. Children fourteen and under must be accompanied by a parent or legal guardian, accompanied by a resident of Wittmann Park Condominium Inc.
- i. No horseplay which may be injurious to other swimmers will be allowed in the pool area.
- j. All Condominium owners and guests shall clean up after themselves, remove all refuse from the pool area including cigarette butts and ashes and place such refuse in the container at the pool. Lock the gate.

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- k. Entering the pool or Hot Tub with sun tan or other lotion is not allowed. The presence of such oils in the filtering system seriously hampers the caretakers task of keeping the pools clean and germ free.
 - l. When a resident leaves the pool area he should straighten chairs and make certain the next person to use the pool area will arrive at a neat and pleasant setting.
 - m. Although the State of Wisconsin considers our pool to be a public pool it is in essence A PRIVATE POOL; AND IS FOR THE EXCLUSIVE USE OF RESIDENTS AND ACCOMPANIED GUESTS. VIOLATORS IN THE POOL AFTER HOURS ARE CONSIDERED TO BE TRESPASSING AND WILL BE REPORTED TO THE CITY POLICE.
 - n. Access of unit owner and guests to the pool is a privilege and not a right. Loss of the pool privileges may occur if the rules of the Association are violated. Loss of pool privileges and duration of the such loss shall be determined by the Board of Directors of the Wittmann Park Condominium Association Inc.

10. VIOLATIONS AND COMPLAINTS

The Wisconsin Legislature addressed the handling of violations and complaints in Condominium administration when they included the following language in the Wisconsin Condominium Ownership Act:

WISCONSIN STATUTES CHAPTER 703, Sub-chapter 703.10:

“703.10 BYLAWS. (1) BYLAWS TO GOVERN ADMINISTRATION. The administration of every condominium shall be governed by bylaws. Every unit owner shall comply strictly with the bylaws and the rules adopted under the bylaws, as the bylaws or rules are amended from time to time, and with the covenants, conditions and restrictions set forth in the Declaration or in the deed to the unit. Failure to comply with any of the bylaws, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief or both maintainable by the association or, in a proper case by an aggrieved unit owner.”

- a. The Board of Directors is the Governing Body of the Condominium Association and as such shall hear and adjudicate all applicable violations and complaints.
- b. All complaints and reports of violations shall be in writing, addressed to the Board of Directors, describe the details of the infraction and include a list of all witnesses.

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- c. In addition to the duties of the Board of Directors as set forth in these By-Laws and Declarations they shall have the duty of calling upon the unit owner or tenant who committed the alleged violation to appear before the Board of Directors for a full investigation of the alleged violation. If the Board determines that a violation of the By-Laws or Declarations did occur then it may use the provisions of Chapter 703, Sub-Chapter 703.10 to penalize the unit owner or tenant for such infraction.

ARTICLES OF INCORPORATION
Of
WITTMANN PARK ASSOCIATION OF CONDOMINIUM OWNERS, INC.
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ARTICLES OF INCORPORATION

of

WITTMANN PARK ASSOCIATION OF CONDOMINIUM OWNERS, INC.

Executed by the undersigned for the purpose of forming a Wisconsin corporation under Chapter 181 of the Wisconsin Statutes, WITHOUT STOCK AND NOT FOR PROFIT.

ARTICLE 1. The name of the corporation is Wittmann Park Association of Condominium Owners, Inc.

ARTICLE 2. The period of existence shall be perpetual.

ARTICLE 3. The purposes shall be to govern the affairs of Wittmann Park Condominium, a condominium, in Menasha, Wisconsin, and to engage in any lawful activity within the purposes for which corporations may be authorized under Wisconsin Non-Stock Corporation Law, Chapter 181 of the Wisconsin Statutes.

ARTICLE 4. The principal office is located in Winnebago County, Wisconsin and the address of such principal office is 1320 Wittmann Park Lane, Menasha, Wisconsin 54952.

ARTICLE 5. The name of the initial registered agent is Leonard G. Backus

ARTICLE 6. Address of the initial registered agent is 2500C Village Lane, P.O.Box 2402, Oshkosh, Wisconsin 54903

ARTICLE 7. These articles may be amended in the manner authorized by law at the time of amendment.

ARTICLE 8. The number of directors shall be fixed-by-law but shall not be less than three.

ARTICLE 9. The names and addresses of the initial Board of Directors are:

Leonard G. Backus
2500C Village Lane, P.O. Box 2402
Oshkosh, Wisconsin 54903

