



DISCLOSURE MATERIALS

COFFEE HILL CONDOMINIUM CITY OF KAUKAUNA, OUTAGAMIE COUNTY, WISCONSIN

Declarant:

Coffee Hill Development, LLC
530 S. 11th Street
Milwaukee, WI 53204

Declarant's Agent:

Michael D. Frede,
Managing Member

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

2. THESE DISCLOSURE MATERIALS, GIVEN TO YOU AS REQUIRED BY LAW, MAY, WITH THE EXCEPTION OF THE EXECUTIVE SUMMARY, BE RELIED UPON AS CORRECT AND BINDING. FOR A COMPLETE UNDERSTANDING OF THE EXECUTIVE SUMMARY, CONSULT THE DISCLOSURE DOCUMENTS TO WHICH A PARTICULAR EXECUTIVE SUMMARY STATEMENT PERTAINS. ORAL STATEMENTS MAY NOT BE LEGALLY BINDING.

3. YOU MAY, AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THESE DOCUMENTS, OR FOLLOWING NOTICE OF ANY MATERIAL CHANGES IN THESE DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND OF ANY DEPOSITS MADE. IF THE SELLER DELIVERS LESS THAN ALL OF THE DOCUMENTS REQUIRED, YOU MAY, WITHIN FIVE (5) BUSINESS DAYS FOLLOWING RECEIPT OF THE DOCUMENTS, DELIVER A REQUEST FOR ANY MISSING DOCUMENTS. IF YOU TIMELY DELIVER A REQUEST FOR MISSING DOCUMENTS, YOU MAY, AT ANY TIME WITHIN FIVE (5) BUSINESS DAYS FOLLOWING THE EARLIER OF EITHER THE RECEIPT OF THE REQUESTED DOCUMENTS OR THE SELLER'S DEADLINE TO DELIVER THE REQUESTED DOCUMENTS, CANCEL IN WRITING THE CONTRACT OF SALE AND RECEIVE A FULL REFUND ON ANY DEPOSITS MADE.

The disclosure materials that the seller is required by law to provide to each prospective condominium purchaser contains the following documents and exhibits:

INDEX OF DISCLOSURE MATERIALS

1. **EXECUTIVE SUMMARY:** The Executive Summary highlights for the Buyer of the Condominium Unit essential information regarding the Condominium. The Executive Summary is in Tab 1.
2. **DECLARATION:** The Declaration establishes and describes the Condominium, the Units, and the Common Elements. The Condominium Declaration is in Tab 2.
3. **EXPANSION PLAN:** The Declarant has reserved the right to expand the Condominium in the future. A description of the Expansion Plan and its effect on Unit Owners begins at Tab 2, Section 3. The site plan for Phase II is in Tab 3.
4. **BY-LAWS:** The By-Laws contain rules which govern the Condominium and affect the rights and responsibilities of Unit Owners. The By-Laws are in Tab 4.
5. **ARTICLES OF INCORPORATION:** The operation of the 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 are in Tab 5.
6. **MAP (PLAT):** The Map (Plat) shows the location of the Condominium Unit you are considering and all facilities and Common Elements which are part of the Condominium. The Map (Plat) is in Tab 6.
7. **FLOOR PLANS OF UNITS:** The Floor Plans of the Condominium Units being offered for sale are in Tab 7.
8. **MANAGEMENT CONTRACT:** Certain services will be provided to the Condominium through a contract with individuals or firms. The Contract for the management and maintenance of the Condominium is in Tab 8.
9. **ANNUAL OPERATING BUDGET:** The Association incurs expenses for the operation of the Condominium which are assessed to the Unit Owners. The operating budget is an estimate of those charges which are in addition to mortgage and utility payments. The estimated Annual Operating Budget is in Tab 9.
10. **LEASES:** There are no Leases, either currently in place or anticipated, to which the Unit Owners or the Association will be a party following closing.
11. **RULES AND REGULATIONS:** The use and operation of the Condominium is subject to Rules and Regulations. The Rules and Regulations are in Tab 10.

EXECUTIVE SUMMARY

THIS EXECUTIVE SUMMARY is made as of the _____ day of _____, 2006, by **COFFEE HILL DEVELOPMENT, LLC**, a Wisconsin limited liability company, (the "Declarant") for **COFFEE HILL CONDOMINIUM**, a Wisconsin condominium development (the "Condominium"). This Executive Summary briefly describes some of the key provisions contained in the Condominium Documents. It is not intended to be complete. You will need to review the attached disclosure materials for an accurate and complete description of your rights and responsibilities under the Condominium Documents.

Condominium Identification: It is the intention of the Declarant to develop and construct up to fifty-eight (58) Condominium Units in the Condominium (hereinafter referred to as the "Condominium Unit" or "Unit").

Expansion Plan: Phase I of the Condominium includes Unit Nos. 1-46. The Declarant reserves the right to expand the Condominium within 2 years from the filing of the Declaration. Such expansion, Phase II, would be on a non-contiguous parcel of property to the north of Phase I and include Unit Nos. 47-58. See Tab 3 for the site plan of Phase II.

Governance: The name and address of the Condominium Association (the "Association") is:

Coffee Hill Condominium Homeowners' Association, Inc.

530 S. 11th Street
Milwaukee, Wisconsin 53204

The Association will contract with a management company to govern the affairs of the Association. The management company is Pfefferle Management, Attn: Jim Seefeldt, 14 Tri Park Way, Building 2, Appleton, Wisconsin 54914.

Special Amenities: The Condominium will include a recreational trail connecting with the existing CE Trail. See Tab 6 for the location of the recreational trail.

Maintenance and Repair of Units: Repair and maintenance of the individual Units will be the responsibility of each individual Unit Owner. Each Unit Owner will be responsible for keeping the interior of the Unit, and all equipment, fixtures, and appurtenances in a clean and sanitary condition and in good order, condition, and repair. The Unit Owner will be responsible for decorating, painting, staining, and varnishing, which may at any time be necessary to maintain a good appearance and condition of the Unit. The Unit Owner will be responsible for the maintenance, repair or replacement of any plumbing, heating, electrical, ventilating, or air conditioning equipment and components, lighting fixtures, refrigerator, dishwasher, garbage disposal, water softener, garage door opener, laundry equipment and other equipment which may be in or connected to the Unit.

Maintenance, Repair, and Replacement of Common Elements: The maintenance, repair, and replacement of Common Elements will be the responsibility of the Association. The maintenance, repair, or replacement of Common Elements will be paid from Unit Owner assessments into the Operating and/or Reserve Fund.

Rental of Units: A Unit may be rented by the Declarant or Unit Owner for periods of one (1) year or more. Any rental will be subject to the Rules and Regulations as may be promulgated by the Association

in writing. Any person occupying a Unit with the authority of a Unit Owner must comply with all other restrictions, covenants, and conditions imposed upon the Unit Owner.

Unit Alterations: With the consent of the Association, a Unit Owner may make any improvements or alterations within the Unit that do not impair the structural integrity or lessen the support of any portion of the Unit and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements. A Unit Owner may not change the exterior appearance of a Unit or the Limited Common Elements, without permission of the Association's board of directors.

Parking: Parking along Coffee Hill Lane and Coffee Hill Court is not allowed, except in the designated areas. Unit Owners shall park their vehicles in their garages or drives at all times. Guests of a Unit Owner shall park along Ann Street, in the designated parking areas along Coffee Hill Lane and Coffee Hill Court, or in the drive of the Unit Owner.

Pets: Unit Owners are allowed to keep and maintain customary household pets, but such pets are prohibited from trespassing upon other Units or the Limited Common Elements of other Units. Pets may be exercised in the Common Elements provided the pet is leashed at all times and the Owner immediately cleans up all pet litter. No pet houses, cages, kennels, or other pet enclosures of any nature, shall be permitted anywhere on the Condominium property. See the Rules and Regulations at Tab 10 for restrictions and information regarding pets.

Reserves: A Reserve Fund shall be established and used for the repair and replacement of Common Elements, other than those for ordinary and routine maintenance. Funds in the Reserve Fund are derived from the initial assessment at the time of Unit purchase and from subsequent assessments, as determined by the board of directors of the Association.

Fees on Units: Upon the purchase of each Unit, the Association shall assess and collect \$500.00 from the Buyer as an initial assessment for deposit into the Reserve Fund. The amount is non-refundable.

Amendments: The Declaration may be amended with the written consent of seventy-five percent (75%) of the Unit Owners, including the Declarant, based upon the maximum of forty-six (46) Units for Phase I. No amendment shall be valid unless it has been approved by the City of Kaukauna Plan Commission and Common Council.

COFFEE HILL CONDOMINIUM

RULES AND REGULATIONS

The following are the Rules and Regulations of Coffee Hill Condominium, as promulgated by the Declarant in accordance with the Declaration and By-Laws. These Rules and Regulations may be amended or repealed by the Declarant or the Board of Directors of the Association at any time during the existence of the Condominium. Copies of all amendments to the Rules and Regulations shall be furnished to the Unit Owners by the Board of Directors prior to the time such amendment shall be effective. Capitalized terms not defined in these Rules and Regulations shall have the meaning attributed to them as set forth in the Declaration of Coffee Hill Senior Condominium.

THE PRIMARY RULES AND REGULATIONS ARE FOUND IN SECTION 9 OF THE DECLARATION.

A. Parking:

1. Parking is not permitted along Coffee Hill Land and Coffee Hill Court, except in the designated areas.
2. The Association may adopt further reasonable Rules and Regulations for Parking to promote safety and to facilitate maintenance.

B. Use of Unit and Limited Common Elements:

1. The Limited Common Elements shall not be used for drying laundry, carpets, rugs or clothing.
2. Visible signs of any kind are prohibited, except those permitted for selling the Unit.
3. No storage of any personal belongings shall be allowed outside the Units.
4. Neutral-colored furniture, reasonable plants and grills are permitted on the porch or patio.

C. Architectural Control:

The Association may promulgate rules and regulations regarding what plans, specifications and other types of documentation must be provided to the Association in order for the Association to render a decision regarding any planned improvement which the Association must review. If the planned improvement requires additional time to evaluate beyond the periods specified in the Declaration, the Association shall be given additional time as is reasonably necessary to evaluate the planned improvement, upon written notice to the submitter. All reasonable expenses incurred by the Association, including, but not limited to, the retaining of consulting engineers, architects and designers, shall be paid by the Unit Owner who is requesting the evaluation of the planned improvement. In addition to any items set forth in the Declaration which require the consent of the Association, the following alterations or installations shall also require the approval of the Association:

1. The installation of all exterior awnings, canopies, enclosures, doors or windows.

2. The installation of any satellite dish or radio antenna or any device used for reception of radio waves.

D. Animals:

1. Pets shall be limited to two (2) dogs, two (2) cats, and a reasonable and sanitary number of birds and fish. The keeping of any other animals shall require prior written approval from the Declarant/Board of Directors;
2. Owners of pets shall take all reasonable actions to prevent their pets from being a nuisance, annoyance or danger to any of the Unit Owners;
3. All pet waste shall be immediately picked up and all pet waste and droppings shall be immediately removed and disposed of by the person in control of the pet;
4. All pets shall be leashed and within the immediate control of a responsible person when outside of a Unit; and
5. The Declarant/Board of Directors, in their sole discretion, expressly reserves the right to forbid the presence of so-called "attack" dogs in the Condominium.

E. Increase of Insurance Rates:

1. No Unit Owner, nor any family members, agents, employees, invitees or guests of a Unit Owner shall do or act in any manner in any Unit or in the Common Elements which will cause an increase in the rate of insurance of the Common Elements.
2. No Unit Owner shall permit anything to be done or kept in a Unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law or ordinance.

F. Renting of Units:

Primary rules for Unit renting are found in Section 9 of the Declaration.

G. Security:

The Declarant/Board of Directors may establish security measures for the purpose of regulating the safety, health and welfare of the occupants of the building and controlling access to the Condominium.

**COFFEE HILL CONDOMINIUM
HOMEOWNERS' ASSOCIATION, INC.**

BY-LAWS

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ARTICLE 1
NAME, ADDRESS, AND PURPOSE

Pursuant to the Articles of Incorporation of Coffee Hill Condominium Homeowners' Association, Inc. and the Condominium Declaration for Coffee Hill Condominium (the "Declaration") recorded in the office of the Register of Deeds for Outagamie County, Wisconsin by Coffee Hill Development, LLC (the "Declarant"), a Wisconsin limited liability company, together with its successors and assigns, the following are adopted as the By-Laws of Coffee Hill Condominium Homeowners' Association, Inc. (the "Association"), which is a non-stock and non-profit corporation formed and organized to serve as an association of Condominium Unit Owners who own real estate and improvements (the "Property") under the condominium form of use and ownership, as provided in the Condominium Ownership Act (the "Act") under the laws of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By-Laws shall be binding on the Unit Owners, their heirs, administrators, personal representatives, tenants, successors, and assigns.

The mailing address of the Declarant shall initially be

Coffee Hill Development, LLC
530 S. 11th Street
Milwaukee, Wisconsin 53204

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ARTICLE 2

MEMBERS, VOTING, AND MEETINGS

- 2.1 **Members.** The Association shall have two (2) classes of members and the rights and qualifications of the members are as follows:

Class A Members

- (i) **Defined.** Class A Members shall be all Unit Owners, with the initial exception of the Declarant, and shall have one (1) vote for each Unit owned. Every Unit Owner, upon acquiring title shall automatically become a member of the Association and shall remain a member until ownership of the Unit ceases for any reason, at which time membership in the Association shall automatically cease.
- (ii) **One (1) Membership Unit.** One (1) Class A membership and one (1) vote shall exist for each Unit, except for those Units owned by Declarant. If title to a Unit is held by more than one (1) person, the membership related to that Unit shall be shared by the Owners in the same proportionate interest and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split and shares of membership interest must be voted pursuant to the nomination contained in the membership list.

- (iii) **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 (1) vote pertaining to each Unit. Only one (1) 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.
- (iv) **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 the Unit.

Class B Members

- (v) **Defined.** Class B member shall be the Declarant, who shall be entitled to three (3) votes for each Unit contemplated by the Declaration, less Units sold. The Class B membership shall cease and shall be converted to Class A membership thirty (30) days after the conveyance of seventy-five (75) percent of the Common Element interest to purchasers, or ten (10) years after the date the first condominium Unit is conveyed by the Declarant to any person other than the Declarant, whichever occurs first.

2.2 **Declarant's Initial Rights.** Until election of the initial Board of Directors of the Association (the "Board") the same rights, titles, powers, privileges, trusts, duties and obligations vested in or imposed upon the Board by the Act and in the Declaration and by the By-Laws shall be held and performed by the Declarant.

2.3 **Quorum and Proxies for Members' Meetings.** A quorum for members' meetings shall consist of fifty-one percent (51%) of the votes entitled to vote. Votes may be cast in person or by proxy in accordance with the designation in the membership list. The act of a majority of votes presented 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 the 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.

2.4 **Time, Place, Notice, and Calling of Members' Meetings.** Written notice of all meetings, stating the time and place and the purpose for which the meeting is called, shall be given by the President or Secretary, unless waived in writing, to each member at his or her 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. Meetings shall be held at such time and place as may be designated by the Board. The annual meeting shall be held on the second (2nd) Tuesday in December of each year or such other time and date as may be established by the Board 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 (2) members of the Board 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 entitle to be cast.

ARTICLE 3 **BOARD OF DIRECTORS**

3.1 **Number and Qualifications of Directors.** The initial Board shall consist of four (4) persons appointed by the Declarant, who need not be Unit Owners, to serve until the first annual meeting of the Association. The number of directors will be changed to five (5) at or prior to the time that partial control is turned over to the Unit Owners. This provision is subject to the requirement of 703.15(2)(d) of the Wisconsin Statutes, as amended and renumbered from time to time, which provides for certain Association meetings to elect directors as portions of the Common Element are conveyed. The initial Board may be changed by the Declarant at any time prior to the first annual meeting of the Association.

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

3.3 **Nomination, Election, and Term of Directors.** At the first annual meeting of the Association, following turnover of partial control from the Declarant to the Unit Owners, the members shall elect five (5) directors from among the Unit Owners to be classified with respect to the terms for which they hold office by dividing them into two (2) classes as follows:

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

Three (3) directors, whose terms will expire after two (2) years, at the second annual meeting of the Association, after their 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 two (2) years or until their successors are duly elected and qualified or until any of the directors shall have been removed in a manner provided in these Bylaws so that the term of one (1) class of directors shall expire in each year.

The Association may accept nominations for directors any time that vacancies exist or any time within sixty (60) days prior to the expiration of any term of office.

Directors may not hold consecutive terms of office, except in situations where no other directors are nominated.

3.4 **Vacancies on Board.** Vacancies on the Board caused by any reason, other than the removal 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 the successor is elected at the next annual meeting of the members at which that class of directors is to be elected.

- 3.5 **Removal of Directors.** At any regular or special meeting duly called, any one (1) or more of the directors may be removed with or without cause by a majority of the votes of the members entitled to be cast, and a successor may then and there be elected to fill the vacancy thus created.
- 3.6 **Regular Meetings and Notice.** A regular annual meeting of the Board shall be held immediately after and at the same place as the annual meeting of the members. Notice of the regular annual meetings of the Board shall not be required.
- 3.7 **Special Meetings and Notice.** Special meetings of the Board may be called by the President or by any two (2) directors on three (3) days 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, 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 the director of the time and place of the meeting. 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 the meeting.
- 3.9 **Quorum of Directors and Adjournments.** At all meetings of the Board, two-thirds (2/3) or more 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. If at any meeting of the Board there 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 may require that some or all officers and/or employees and/or agents of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on any of the bonds shall be paid for by the Association.

ARTICLE 4 **OFFICERS**

- 4.1 **Designation, Election, and Removal.** The principal officers of the Association shall be a President, Vice-President, Secretary, and Treasurer to be elected annually by the Board. Upon the affirmative vote of the majority of the members of the Board, any officer may be removed, either with or without cause, and his or her successor shall be elected at the regular meeting of the Board or at any special meeting called for that purpose. Any two (2) or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same person.
- 4.2 **President.** The President shall be selected from among the members of the Board and shall be the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board. The President shall have all the general powers and duties which are usually vested in the office of the President, including, but not limited to, the power to sign, together with the Secretary or any other officer

designated by the Board, any contracts, checks, drafts, or other instruments on behalf of the Association in accordance with the provisions of these Bylaws.

- 4.3 **Vice-President.** The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If both the President and Vice-President are unable to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform other such duties as shall from time to time be imposed by the Board.
- 4.4 **Secretary.** The Secretary or the managing agent shall keep the minutes of all meetings of the Board and of the Association and shall count the votes at meetings of the Association and shall have charge of the Association books and records and shall, in general, perform all duties incidental to the office of the Secretary.
- 4.5 **Treasurer.** The Treasurer or the managing agent shall have the responsibility for the Association 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. The 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 be from time to time designated by the Board. The Treasurer shall also be responsible for the billing and collection of all common charges and assessments made by the Association.
- 4.6 **Liability of Directors and Officers.** No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken as a director or officer of the Association, if that person(s) 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 or her own affairs, or took or omitted to take such action in reliance upon a belief of counsel for the Association or upon statements made or information furnished by officers or employees of the Association which he or she had reasonable grounds to believe true. The foregoing shall not be exclusive of other rights and defenses to which he or she may be entitled as a matter of law.
- 4.7 **Compensation.** No director or officer shall receive any fee or other compensation or reimbursement for services or expenses incurred for or on behalf of the Association, except upon specific resolution by a majority vote of the members.

ARTICLE 5

OPERATION OF THE PROPERTY

- 5.1 **The Association.** The Association, acting through the Board, shall be responsible for administration and operation of the Property in accordance with the Declaration, the Articles of Incorporation, and these By-Laws. The Association or the Declarant may contract for management services and a managing agent with respect to the administration and operation of the Condominium.
- 5.2 **Rules and Regulations.** The Association, through the Board, shall from time to time adopt Rules and Regulations governing the operation, maintenance, and use of the Units and such common areas and facilities by the Unit Owners and occupants. The Rules and Regulations of the Association shall not be inconsistent with the terms of the Declaration. The Association members, their renters or guests, and any occupants of the Units shall

conform to and abide by all such Rules and Regulations. The Association through the Board, shall designate the means of enforcement of the Rules and Regulations as it deems necessary and proper. The Rules and Regulations may also be altered and amended or repealed in the same manner as these By-Laws (see ARTICLE 8).

- 5.3 **Common Expenses.** The Board shall determine the common expenses of the Association for operation, maintenance, and repair of the condominium and shall prepare annual Operating and Reserve Budgets 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 the budget shall be assessed and charged against the Units and allocated among the members of the Association according to their respective percentages of ownership in the Common Elements 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 (1st) day of each month or quarterly in advance, at the option of the Association. If not paid on or before the due date, the charges shall bear interest at the rate of one percent (1%) per month until paid in full. Units not built are not subject to assessment.

- 5.4 **Funds.** Two (2) funds shall be established and maintained by the Association; one designated as the Operating Fund and the other as the Reserve Fund.

Operating Fund The Operating Fund shall be used to pay for all ordinary and routine common expenses which occur with greater than annual frequency, such as amounts required for routine maintenance of the Common Elements, management services, insurance, common services, administration, material and supplies, including operational contingencies.

Reserve Fund The Reserve Fund shall be used for the repair and replacement of Common Elements, other than by ordinary and routine maintenance. The Association shall maintain the Reserve Fund at an amount deemed reasonable by the Board. However, the Reserve Fund may be used for ordinary and routine repair or maintenance, customary services, or other operational costs if the Operating Fund has been depleted, with the written consent of at least two-thirds (2/3) of the votes of the Unit Owners. Reserve Funds used under this paragraph must be replaced within three (3) years from the date of withdrawal.

Should both funds prove inadequate to meet the necessary common expenses, the directors may levy a further assessment which shall be charged to each Owner in proportion to his Ownership interest as set forth in the Declaration.

The Reserve Fund may be used to discharge mechanic's liens or other encumbrances levied against the entire property, or against each one (1) or more Units, if resulting from action by the Association. The Unit Owner or Owners responsible for any lien which is paid by the Association shall be specially assessed for the amount thereof.

The annual Operating and Reserve Budgets shall be prepared and determined no later than December 1 for the following year. The Board shall advise all members of the Association in writing of the amount of common charges payable on behalf of each Unit by the date of the annual members' meeting and shall furnish copies of the budget on which such common charges are based to each member.

If, within fifteen (15) days after the annual membership meeting, a petition is presented to the Board protesting such charges or the budgets upon which they are based and the petition is signed by members representing more than fifty percent (50%) of the membership entitled to vote with respect to the charges, then the directors shall notify all members of a meeting called for the sole purpose of reviewing the charges or budgets. At the meeting, the vote of more than fifty percent (50%) of the membership entitled to vote may revise the budgets and charges, and the revised budgets and charges shall replace for all purposes the one previously established provided, however, that the annual budgets and charges may not be revised downward to a point lower than the average total budget for the preceding two (2) years and provided, further, that if a budget and charges have not been established and made for any two (2) preceding years, then the budget and charges may not be revised downward until two (2) years of experience exist.

5.5 **Borrowing Money or Acquiring and Conveying Property.** The Association, by a seventy-five percent (75%) vote of the Unit Owners, may borrow money or acquire and convey property and direct any two (2) officers of the Association to execute such documents in connection therewith as is deemed necessary or appropriate by counsel for the Association.

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

5.7 **Vote of Unit Owner in Default.** No Unit Owner may vote at a meeting of the Association if the Association has recorded a statement of Condominium Lien on the person's Unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

5.8 **Capital Improvements.** The Association may make capital improvements, such as the construction of additional amenities, costing in excess of \$5,000.00, only upon a seventy-five percent (75%) vote of all Unit Owners. This paragraph is not intended to apply to repair and maintenance expenses, which shall be controlled by the Board.

ARTICLE 6 DUTIES AND OBLIGATIONS OF THE UNIT OWNERS

6.1 **Rules and Regulations.** The Units, and the Common Elements and Limited Common Elements (hereinafter in these paragraphs 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:

Use. No Unit Owner shall occupy or use the Unit or the Limited Common Elements appurtenant thereto or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence and private storage for the Owner, the Owner's family, the Owner's renter, or guests.

Obstructions. There shall be no obstruction of the Commons and nothing shall be stored in the Commons, without the prior consent of the Association.

Increase of Insurance Rates. Nothing shall be done or kept in any Unit or in the Commons which will increase the rate of insurance on the Commons, without the prior consent of the Association. No Unit Owner shall permit anything to be done or kept in his Unit or in the Commons which will may 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.

Signs. No sign of any kind shall be displayed to the public view on or from any Unit or the Commons, excepting a "For Sale" sign pertaining to the Unit, the sign face of which shall not exceed twenty-four (24) inches by twenty-four (24) inches, without the prior consent of the Association.

Noxious Activity. No noxious or offensive, nor any public or private nuisance, 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.

Alteration, Construction or Removal. Nothing shall be altered or constructed in or removed from the Commons, except upon written consent of the Association.

Conflict. The above restrictions and the Rules and Regulations which may be hereafter adopted by the Association are in addition to the Declaration, and in the event of conflict, the Declaration 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 the Unit which, if omitted, would affect the project in its entirety or in a portion, and the Owner shall be personally liable to the Association for any damages caused by the failure to do so.
- 6.3 Limited Common Elements.** Every Unit Owner must maintain the Limited Common Elements appurtenant to the Unit in clean and proper condition. No objects or structures, other than movable furniture or decorative pieces, shall be placed thereon without consent of the Board. Every Unit Owner shall have the right to decorate the Limited Common Elements appurtenant to his or her Unit in a nonstructural manner, provided that decorations are tasteful in the view of the Board.
- 6.4 Enforcement of Declaration, By-Laws, and Condominium Ownership Act Provisions.** Each Unit Owner shall be responsible for his or her 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, Condominium Ownership Act, and any decisions made by the Association which are authorized hereby. Unit Owners should report infractions to the Board 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 in the Declaration, the By-Laws, the Condominium Ownership Act, or any authorized Association decision, the Board 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 correct the violation. 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 attorney's 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 By-Laws, and the Condominium Ownership Act and shall be entitled to costs and actual attorney's fees. The Board reserves the right to establish fines or assessments for violations of the Declaration, the By-Laws, and the Condominium Ownership Act.

Notwithstanding the foregoing paragraph, there will be enforcement by municipal authorities of any parking violations on Coffee Hill Lane and Coffee Hill Court, as stated in the Declaration.

ARTICLE 7 **GENERAL**

- 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.
- 7.2 **Seal.** The Association shall have no seal.

ARTICLE 8 **AMENDMENTS**

- 8.1 **By 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 two-thirds (2/3) or more of all of the votes entitled to be cast.
- 8.2 **Rights of Declarant.** No amendment of these By-Laws shall alter or abrogate the rights of Declarant as contained in these By-Laws or the Declaration.

ARTICLE 9 **MISCELLANEOUS**

- 9.1 **Record of Ownership.** Every new Unit Owner shall promptly cause to be duly recorded or filed, the deed, assignment or other conveyance of the Unit or other evidence of title, and shall present evidence of title to the Board, and the Secretary shall maintain all such information in the record of Ownership of the Association.
- 9.2 **Mortgages.** Any Unit Owner who mortgages the Unit or any interest in the Unit shall notify the Board of the name and address of mortgagee and also of any release of the mortgage, and the Secretary shall maintain all of the information in the record of Ownership of the Association. The Board at the request of any mortgagee or prospective purchaser of any Unit or interest therein shall report to the person the amount of any assessments against such Unit then due and unpaid.
- 9.3 **Indemnity of Directors and Officers.** Every person who is or was a director or an officer of the Association (together with the heirs, executors, and administrators of the person) shall be indemnified by the Association against all loss, costs, damages, and expenses, including reasonable attorney fees, asserted against, incurred by, or imposed upon him or her in connection with or resulting from any claim, action, suit, or

proceedings, including criminal proceedings, to which he or she is made or threatened to be a party by reason of his or her being or having been a director or officer, except as to matters which he or she shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence, willful misconduct, or criminal conduct. In the event of 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, willful misconduct or criminal conduct in the performance of his or her duty as such director or officer in relation to the matter involved. The Association, by its Board, 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 or her 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 expense incurred or suffered by the Association by reason of 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 9 contained shall be deemed to obligate the Association to indemnify any member or Owner of a Unit who is or has been an employee, director or officer of the Association beyond the extent set forth in this ARTICLE 9, with respect to any duties or obligations assumed or liabilities incurred by him or her under and by virtue of the Declaration, the Condominium Ownership Act, the Articles of Incorporation and By-Laws of the Association, as a member of the Association, or Owner of a Unit covered hereby.

9.4 Subordination. These By-Laws are subordinated and subject to all provisions of the Declaration and any amendments to the Declaration and the Condominium Ownership Act under the laws of the state of Wisconsin, which shall control in case of any conflict. All terms in these By-laws (except where clearly repugnant to the context) shall have the same meaning as in the Declaration.

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

9.6 No Vested Interest in Operating or Reserve Funds. Unit Owners shall have no vested interest in or shall they be entitled to withdrawals from either the Operating Fund or the Reserve Fund created hereby. Upon sale or other disposition of a Unit, the funds shall remain intact, and a new Unit Owner shall not be additionally assessed for improvements for which the prior Unit Owner has been assessed and the assessment has been paid.

9.7 No Waiver. Failure of the Association or members to insist, in any one or more instances, upon the strict performance of any of the terms, covenants or restrictions of these By-Laws, or to exercise any right or options contained in these Bylaws, or to serve any notice or institute any action, shall not be construed as a waiver or relinquishment for the future of the terms, covenants, conditions or restrictions, all of which shall remain in full force and effect.

- 9.8 **Severability.** The provisions of these Bylaws shall be deemed independent and severable, and the invalidity or unenforceability of any one provision or portion of these Bylaws shall not affect the validity or enforceability of the remaining portion or provisions or of any other provision of these By-Laws.
- 9.9 **Discrimination.** No By-Law or rule adopted under a By-Law and no covenant, condition, or restriction set forth in the Declaration or deed to any Unit may be applied to discriminate against any individual in a manner described in s. 106.50, Wisconsin Statutes, as amended and renumbered from time to time.

ARTICLE 10
ASSOCIATION MAILING ADDRESS

The mailing address of the Association shall be:

Michael D. Frede
Coffee Hill Development, LLC
530 S. 11th Street
Milwaukee, Wisconsin 53204

These By-Laws have been duly accepted and adopted by the initial Board of Directors this _____ day of _____, 2006.

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Director

Director

Director

COFFEE HILL CONDOMINIUM

DECLARATION

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Section 1
Statement of Owner's Intent

This Condominium Declaration (the "Declaration") is made pursuant to the Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, ("the Act"), effective this ____ day of _____, 2006, by Coffee Hill Development, LLC (the "Declarant"), a Wisconsin limited liability company, whose principal offices are located at 530 S. 11th Street, Milwaukee, Wisconsin 53204.

The purpose of this Declaration is to submit the real property described below and the improvements constructed or to be constructed on the real property to the condominium form of Ownership in the manner provided by the Act and by this Declaration. All of the Declarant's rights and obligations under this Declaration are fully assignable.

Declarant states that it is the sole Owner of the real property described under Section 3 below, together with all improvements, if any, located on the real property, which is hereby submitted to the condominium in the form of use and Ownership as provided for in the Act and in this Declaration and which property shall be held, conveyed, divided, leased, encumbered, used, improved, and in all respects otherwise affected and the Act. All of the provisions of this Declaration shall be deemed to run with the land and shall continue as benefits and burdens to the Declarant, its successors and assigns, and to all parties having any interest in the property subject to this Declaration.

The term "Condominium" as used in this Declaration shall mean all property subject to this Condominium Declaration including but not limited to, the real property, the improvements on the real property, the Units, all Common Elements, and all Limited Common Elements.

Section 2
Name and Address
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This Condominium is identified as Coffee Hill Condominium (the "Condominium") and its business address is initially 530 S. 11th Street, Milwaukee, Wisconsin 53204. The location of the Condominium shall be controlled by the legal description of the real property set forth below.

Section 3
Legal Description of Real Property/Unit Numbers/Expanding Condominium

Phase I, consisting of Unit numbers 1 to 46, has the following legal description:

A parcel of land being all of Lots 1 and 2, Outagamie County Certified Survey Map 5218, being all of Lots 8, 9, 10, and 11 of King's Plat, City of Kaukauna, Outagamie County, Wisconsin, more fully described as follows:

Commencing at an existing 8 inch squared limestone monument located at the southeast corner of Government Lot 1, Section 22, T21N, R18E, City of Kaukauna, Outagamie County, Wisconsin; thence N48°40'10"W along the south line of said Section 22 a distance of 1107.89 feet to the southwest corner of Government Lot 2 of said Section 22; thence N00°31'12"E along the west line of said Government Lot 2, Outagamie County Certified Survey Map Number 4394 (the north right-of-way line of CTH-"CE") the point of beginning:

Thence S83°20'53"W along the south line of Lot 2 of said Certified Survey Map (north right-of-way line of CTH-"CE") a distance of 62.73 feet to the southwest corner of said Lot 2; thence N00°38'41"E along the west line of said Lot 2 a distance of 777.17 to the southeast corner of Lot 1 of said Certified Survey Map; thence N89°20'10"W along the south line of said Lot 1 a distance of 197.87 feet to the southwest corner of said Lot 1; thence N00°34'42"E along the west line of said Lot 1 and along the west line of Lot 3 of said Certified Survey Map a distance of 155.00 feet; thence S89°25'18"E a distance of 255.00 feet; thence S00°34'42"W a distance of 263.62 feet; thence S89°20'10"E a distance of 265.00 feet; thence S00°39'49"W a distance of 154.03 feet; thence N88°25'40"E a distance of 189.50 feet; thence S02°38'01"E a distance of 220.67 feet; thence N89°07'53"E a distance of 132.65 feet; thence S03°56'04"E a distance of 155.10 feet to its intersection with the south line of Lot 3, Outagamie County, Certified Survey Map 4394 (north right-of-way of CTH-"CE"); thence S80°29'08"W along the south line of said Lot 3 (north right-of-way line of CTH-"CE") a distance of 100.00 feet; thence S76°33'42"W along the south line of said Lot 3 (north right-of-way of CTH-"CE") a distance of 503.53 feet to the southeast corner of Lot 2 of said Certified Survey Map 4394; thence S83°20'53"W along the south line of said Lot 2 (north right-of-way line of CTH-"CE") a distance of 20.29 feet to the Point of Beginning. Said parcel of land containing approximately 7.497 acres (326,582 feet) is subject to all easements and rights-of-way of record.

The Declarant designates this Condominium as an expanding condominium as authorized under Section 703.22 of the Wisconsin Statute, and reserves the right to add approximately 1.75 acres of land and improvements to this Condominium as Phase II. The Declarant is not required to add the land and improvements to the Condominium, but retains the right to do so at any time within a period of two (2) years from the filing of this Declaration. The additional land for Phase II is not presently being made part of the Condominium.

Phase II, which would consist of Unit numbers 47 to 58, has the following legal description:

A parcel of land being part of Lot 3, Outagamie County Certified Survey Map 4394 originally being a part of Government Lots 1, 2, and 3 of Section 22, T21N, R18E, City of Kaukauna, Outagamie County, Wisconsin, more fully described as follows:

Commencing from a point 1.00 foot S00°34'42"W of the northwest corner of said Lot 3 (south line of Block 11, Lehrer's 3rd Subdivision); thence S89°20'14"E parallel with the north line of said Lot 3 (the south line of Blocks 10 and 11, Lehrer's 3rd Subdivision) a distance of 792.10 feet; thence S00°39'49"W a distance of 103.00 feet, thence N89°20'14"W a distance of 791.81 feet; to its intersection with the west line of Lot 3 of said Certified Map Number 4394; thence N00°34'42"E along the west line of Lot 3 a distance of 103.00 back to the Point of Beginning. Said parcel of land containing approximately 1.75 acres (81,556 feet) is subject to all easements and rights-of-way of record.

Section 4
Map(Plat)/Floor Plans

The Declarant has prepared and filed for record with the Outagamie County Register of Deeds Office a Condominium Plat for Phase I consisting of a boundary survey of the property described in this Declaration and showing the location of the Units contemplated for sale in this Condominium and Common Elements to the extent feasible. Exhibit A-1 is the Condominium Map (Plat). Diagrammatic Floor Plans of the Units are shown in Exhibits A-2 and A-3. Building locations and floor plans are subject to amendment by the Declarant.

Section 5
Description of Units and Unit Owners

The number of Units, which are the residential Units for this Condominium, shall be determined by the Declarant; however, there shall be a maximum total of forty-six (46) Units in Phase I. There is no assurance that all forty-six (46) Units will be built. The number of Units built is subject to the discretion of the Declarant.

The Unit numbers, types, and addresses will be identified below. Units and the configurations of the buildings containing them are subject to amendment by the Declarant.

<u>Unit No.</u>	<u>Unit Type</u>	<u>Unit Address</u>
Unit 1	Mocha	501 E. Anne Street
Unit 2	Mocha	503 E. Anne Street
Unit 3	Mocha	505 E. Anne Street
Unit 4	Mocha	507 E. Anne Street
Unit 5	Mocha	509 E. Anne Street
Unit 6	Mocha	511 E. Anne Street
Unit 7	Mocha	513 E. Anne Street
Unit 8	Mocha	515 E. Anne Street
Unit 9	Mocha	517 E. Anne Street
Unit 10	Mocha	519 E. Anne Street
Unit 11	Mocha	521 E. Anne Street
Unit 12	Mocha	523 E. Anne Street
Unit 13	Mocha	525 E. Anne Street
Unit 14	Mocha	527 E. Anne Street
Unit 15	Mocha	526 E. Anne Street
Unit 16	Mocha	524 E. Anne Street
Unit 17	Mocha	522 E. Anne Street
Unit 18	Mocha	520 E. Anne Street
Unit 19	Mocha	518 E. Anne Street
Unit 20	Mocha	516 E. Anne Street
Unit 21	Mocha	512 E. Anne Street
Unit 22	Mocha	510 E. Anne Street
Unit 23	Mocha	508 E. Anne Street
Unit 24	Mocha	506 E. Anne Street
Unit 25	Hazelnut	2505 Coffee Hill Lane
Unit 26	Hazelnut	2501 Coffee Hill Lane
Unit 27	Hazelnut	2421 Coffee Hill Lane
Unit 28	Hazelnut	2419 Coffee Hill Lane
Unit 29	Hazelnut	2415 Coffee Hill Lane

Unit 30	Hazelnut	2413 Coffee Hill Lane
Unit 31	Mocha	505 Coffee Hill Court
Unit 32	Mocha	507 Coffee Hill Court
Unit 33	Mocha	509 Coffee Hill Court
Unit 34	Mocha	511 Coffee Hill Court
Unit 35	Mocha	515 Coffee Hill Court
Unit 36	Mocha	514 Coffee Hill Court
Unit 37	Mocha	512 Coffee Hill Court
Unit 38	Mocha	510 Coffee Hill Court
Unit 39	Mocha	508 Coffee Hill Court
Unit 40	Mocha	506 Coffee Hill Court
Unit 41	Mocha	2410 Coffee Hill Lane
Unit 42	Mocha	2408 Coffee Hill Lane
Unit 43	Mocha	2406 Coffee Hill Lane
Unit 44	Mocha	2404 Coffee Hill Lane
Unit 45	Mocha	2402 Coffee Hill Lane
Unit 46	Mocha	2400 Coffee Hill Lane

The term "Unit," as referred to in this Declaration, shall constitute that part of this Condominium intended for independent, private residential use, including garage, comprised of one or more cubicles of air at one or more levels of space, having outer boundaries formed by the interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors (including overhead garage door), and floor frame of the building. All windows, window frames, doors (including overhead garage door), door frames, and related glass, shall be considered part of the Unit. Unit Owners have exclusive and private use of the Units they own.

A Unit Owner means a person or a combination of persons who holds legal title to a Unit or has equitable ownership as a land contract vendee.

Section 6 Description of Common Elements

The Common Elements shall consist of all land, improvements and appurtenances, except for the individual Units as defined in this Declaration, including without limitation, the land on which the buildings are located, the surrounding land, bearing walls, floors, and ceilings, except the interior surfaces which form the outer boundaries of a Unit, exterior walls, roofs, beams, foundations, pipes, ducts, electrical wiring and conduits, public utility lines, water and sewer laterals, private roads (Coffee Hill Lane and Coffee Hill Court), signs, walks, drives, parking spaces, landscaping, and other parts of the property necessary or convenient to its existence, maintenance, safety, or common use. The Unit Owners have the right of access and use of all of the Common Elements in common with other Unit Owners. The Common Elements may be used only for the purposes for which they were intended, and are subject to mutual rights of support, access, use, and enjoyment by all Unit Owners.

Declarant and its duly authorized agents, representatives and employees shall have the right, exercisable in the sole discretion of Declarant, to modify, alter, remove or improve any defective or nonfunctional Common Element.

Section 7
Description of Limited Common Elements

A portion of the Common Elements to be used exclusively by one or more, but less than all, of the Unit Owners shall be designated as Limited Common Elements. The Limited Common Elements consist of landscaping and grounds, patios, porches, drives, walks, and the electrical, plumbing, heating, air conditioning, and ventilating fixtures or mechanical equipment installed in, on, or around a building, for the purposes of serving an individual Unit. Use of Limited Common Elements is reserved to the Unit Owners to whose Unit these elements are appurtenant.

Section 8
Construction and Construction Timetable

Units, together with the Common and Limited Common Elements will be constructed in the number and at the rate that the Declarant determines, in its sole discretion, to be adequate for the available market demand. The Condominium Plat depicts the location of the proposed Units; however, the Declarant is under no obligation to construct all or any specified minimum number of the Units shown.

Declarant reserves the right to increase and/or modify or change the size, location and Floor Plans of a Unit and/or Limited Common Elements and/or general Common Elements before or during construction.

Section 9
Authorize and Restrict Uses of Property

Each of the Units is intended to be used and is restricted for private, non-commercial uses only. The terms of this Declaration, the By-Laws, and the Rules and Regulations of the Association shall further constitute the authorized and restricted uses. Other restrictions include the following:

- (a) Each of the Units shall be occupied and used only for private dwelling purposes and for no other purposes. No trade or business shall be carried on anywhere within the Unit, except as authorized in this Declaration.
- (b) A Unit may not be rented for periods of less than one (1) year and any rental shall be subject to the Rules and Regulations of the Association. Any person occupying a Unit with the authority of an Owner shall comply with all other restrictions, covenants, and conditions imposed by this Declaration upon an Owner. No Owner may subdivide a Unit or rent any room. Any Owner, other than the Declarant, intending to rent a Unit shall provide the Association with the following: (i) name, age, and telephone number of the tenant, (ii) a copy of the rental agreement within five (5) business days after entering into or renewing a written rental agreement, and (iii) the Unit Owner's address for receipt of notices. Before a tenant occupies a Unit, the Unit Owner shall provide a copy of the Declaration, By-Laws, and Rules and Regulations to the tenant or place the information in the Unit. In the event any Unit Owner fails to comply with these provisions, the Association may assess the Unit Owner a penalty in accordance with the Rules and Regulations of the Association.
- (c) No Owner shall deny other Owners the full use of the Common Element. Accordingly, there shall be no obstruction of any Common Elements. Entries,

exits, walks, and drives shall be kept clean, orderly, and free of objects. Inoperative or unlicensed vehicles shall not be permitted anywhere on the Condominium. Vehicles licensed as trailers, campers, camping trucks, house trailers, recreational vehicles, or similar items shall not be stored, parked or placed on the Condominium, other than in designated areas, if any, as established by the Association. No structure, trailer, tent, shed, shack, barn, temporary or otherwise, except for those maintained by the Declarant, shall be placed or maintained on any portion of the Condominium.

- (d) The unreasonable or unsightly accumulation of waste, litter, excess or unused building materials, or trash is prohibited.
- (e) No dish or free-standing antennae for television or aerials for radios shall be erected within any Unit or on any other portion of the Condominium. Despite the above restrictions, satellite dishes not in excess of 24 inches in diameter may be mounted by brackets, but not above the uppermost roof line, on the exterior of an individual Unit at a location approved in advance by the Association.

- (f) No nuisances shall be allowed on the Condominium, nor shall any use or practice be allowed which is immoral, improper, or offensive in the majority opinion of the Board of Directors of the Association (the "Board") or in violation of the By-Laws or Rules and Regulations of the Association or which unreasonably interferes with or is an unreasonable annoyance to the peaceful possession or proper use of the Condominium by other Unit Owners or occupants, including the use of musical instruments, television, radio and CD players at such times or in such loudness as to be objectionable.

- (g) No Unit Owner or occupant shall commit or permit any violation of the policies of insurance taken out by the Board in accordance with the provisions of Section 19 of this Declaration, nor do or permit anything to be done, nor keep or permit anything to be kept, nor permit any condition to exist which might (1) result in termination of any of the policies, (2) adversely affect the right of recovery under a policy, (3) result in reputable insurance companies refusing to provide insurance as required or permitted by the provisions of Section 19, or (4) result in an increase in the insurance rate or premium.

- (h) No unlawful use may be made of the Condominium or any part of the Condominium, and all valid laws, orders, rules, and regulations of all governmental agencies (collectively "legal requirements") shall be strictly complied with by each Unit Owner. Compliance with any legal requirements shall be accomplished by and at the sole expense of the Unit Owner(s) or the Board, as the case may be, whichever shall have the obligation under this Declaration to maintain and repair the portion of the Condominium affected by such legal requirements. Each Unit Owner shall give prompt notice to the Board of any written notice it receives of the violation of any legal requirements affecting the Unit or the Condominium.

- (i) Despite the foregoing provisions, any Unit Owner may, at his or her expense, defer compliance with and contest, by appropriate proceedings prosecuted diligently and in good faith, the validity or applicability of any legal requirements affecting any portion of the Condominium, which such Unit Owner is obligated

to maintain and repair. The Board shall cooperate with the Unit Owner in the proceedings provided that:

- (1) The Unit Owner shall pay and defend, save harmless, and indemnify the Board, and each other Unit Owner against all liability, loss or damage which any of them respectively shall suffer by reason of such contest and any noncompliance with such legal requirements, including reasonable attorney's fees and other expenses reasonably incurred, and
 - (2) The Unit Owner shall keep the Board advised as to the status of the proceedings. (The foregoing conditions specified in (1) and (2) above are collectively called the "Conditions as to Consent").
- (j) A Unit Owner need not comply with any legal requirements so long as it shall be so contesting the validity or applicability of the requirements, provided that

- (1) Noncompliance shall not create a dangerous condition or constitute a crime or an offense punishable by fine or imprisonment, and
- (2) No part of the building to which the Unit involved is a part of shall be subject to being condemned or vacated by reason of noncompliance or otherwise by reason of the contest (the foregoing conditions specified in (1) and (2) of this sentence called the "Conditions as to Deferral of Compliance").

The Board may also contest any legal requirements without being subject to the Conditions as to Contest and may also defer compliance with any legal requirements, but only subject to the Conditions as to Deferral of Compliance. The costs and expenses of any contest by the Board shall be a common expense.

- (k) Unit Owners are allowed to keep and maintain household pets, but the pets are prohibited from trespassing upon other Units or the Limited Common Elements of other Units. Pets may be exercised in the Common Elements provided the pet is leashed at all times and the Owner immediately cleans up all pet litter. The keeping and maintenance of pets is further subject to Rules and Regulations of the Association. Any pet declared to be either a public or private nuisance in the discretion of the Board shall be permanently removed from the Condominium. No pet houses, cages, kennels, or other pet enclosures of any nature, shall be permitted anywhere on the Condominium property.
- (l) There shall be no parking along the undesignated parking areas of Coffee Hill Lane and Coffee Hill Court as these roads are to be kept clear for emergency vehicles. The Association shall place and maintain signage indicating "no parking" along these roads. Parking violations shall be subject to enforcement by municipal authorities, and may result in forfeitures and the imposition of towing and storage charges for the owners if parked in violation of the above parking restriction.
- (m) Gardens are not allowed, unless the plants are kept in pots on the Unit Owner's patio or within a 12-inch border around the patio.

- (n) Each Unit Owner shall, at all times, maintain the indoor temperature of the Unit at or above 50 degrees Fahrenheit.

Section 10

Financial Responsibilities of Unit Owners

- (a) Real Estate Taxes. It is intended and understood that real estate taxes on each Unit and the corresponding percentage of Ownership in the Common Elements are to be separately taxed to each Unit Owner. In the event that, for any year, the taxes are not separately taxed to each Unit Owner, but are taxed on the whole, then each Unit Owner shall pay his or her proportionate share of the taxes in accordance with the respective percentage of ownership in the Common Elements.
- (b) Utilities and Services. Each Unit Owner shall pay for utilities and services which are separately metered or billed by the respective utility or service provider. Utilities or service providers which are not separately metered shall be treated as part of the common expense.
- (c) Insurance. Each Unit Owner shall be responsible for his or her own insurance on: (i) decorations, furnishings, and all personal property in the Unit; (ii) all appliances, fixtures, and equipment in the Unit; (iii) all appurtenances, additions, and improvements therein or thereto, including exterior windows, doors, and glass; and (iv) personal property stored elsewhere on the property, such as the patio or porch.
- (d) Repair and Maintenance. Each Unit Owner shall be responsible for the costs of maintenance, repair, and replacement within the Unit, including but not limited to all doors (including the overhead garage door) and all windows, appurtenant thereto, all internal installations, such as refrigerator, microwave oven, hood, range, and other kitchen appliances, garage door opener, water softener, heating, plumbing, and air conditioning fixtures or mechanical equipment, and any other utility service or facilities located within the Unit or appurtenant thereto.
- (e) Operating Fund. Each Unit Owner shall be responsible for a monthly assessment into the Operating Fund for ordinary and routine common expenses as determined by the Board on the basis of his or her ownership in the Common Elements.
- (f) Reserve Fund. Each Unit Owner shall be responsible for paying a \$500.00 assessment into the reserve account upon the taking of title or equitable ownership as a land contract vendee in the Unit. Each Unit Owner shall be responsible for paying subsequent reserve fund assessments as determined by the Board on the basis of ownership in the Common Elements.

Section 11

Prohibition Against Structural Changes to Unit

A Unit Owner may make any improvements or alterations within the Unit that do not impair the structural integrity or lessen the support of any portion of the Condominium and that do not create a nuisance substantially affecting the use and enjoyment of other Units or the Common Elements.

Owners are prohibited from making any permanent changes to the exterior visible portions of Limited Common Elements unless made with the express written consent of the Declarant or the Association. Any Unit Owner that makes alterations or improvements to a Unit shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with the alterations or improvements. All work done in connection with any alteration or improvement shall be completed in good and workmanlike manner, in accordance with applicable statutes, codes and ordinances, and free from all liens.

Section 12 **Percentage Interest Appurtenant to Each Unit**

The Ownership percentage interest in Common Elements appurtenant to each Unit shall be the number one (1) divided by the number of Units sold. For example, if twelve (12) Units are sold, each Unit will have a 1/12th interest in the Common Elements. The percentage interest appurtenant to each Unit shall also change by reduction proportionally as each additional Unit sold is added to the prior number of Units sold.

Prior to the sale of all forty-six (46) Units, the Declarant is responsible for all non-Association expenses, such as the actual expenses related to any vacant land, Units under construction, and Units completed but not sold.

Section 13 **Association of Unit Owners**

Each Unit Owner is required to be a member of the Association. The Association shall be known as Coffee Hill Condominium Homeowners' Association, Inc. (the "Association"). This Association will be a non-stock and non-profit corporation organized and existing pursuant to the laws of Chapter 181 of the Wisconsin Statutes. The Association shall be responsible for carrying out the purposes of this Declaration. Each Unit Owner shall abide by and be subject to all of the terms of this Declaration, the By-Laws, and the Rules and Regulations of the Association. The Association may obtain and pay for the services of any person or entity to manage all or part of its affairs and perform any other reasonable or necessary services that the Association may determine to be for the good of the Condominium.

Section 14 **Declarant Interim Administration**

Until it is announced by the Declarant, the management and administration of the Condominium shall be vested in the Declarant. The Declarant shall have, among other powers, the right to adopt By-Laws, to provide for maintenance, repair, replacement of Common Elements, to collect from Unit Owners their share of common expenses, to provide and adopt a budget, to adopt rules of governance, to provide insurance against loss or damage to the Common Elements and Limited Common Elements, to provide public liability insurance, to insure against other hazards as the Declarant may determine, and to exercise all such other powers and responsibilities on behalf of the Association as may be reasonable or necessary for the operation of the Condominium. The Declarant reserves the right to assign all or any portion of the responsibility for management and administration to a designated agent or independent contractor selected for the purpose of performing these functions.

Prior to the conveyance of twenty-five percent (25%) of the Common Element interests to Unit Owners, based upon the assumption that all forty-six (46) Units will be made part of the Condominium, the Association shall hold a meeting and the Unit Owners, other than the Declarant, shall elect at least twenty-five percent (25%) of the Board.

Prior to the conveyance of fifty percent (50%) of the Common Element interests to the Unit Owners, the Association shall hold a meeting and the Unit Owners, other than the Declarant, shall elect at least thirty-three and one-third percent (33 1/3%) of the Board.

Declarant's control under this section shall not extend thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interests to Unit Owners or ten (10) years, whichever occurs first. All time periods shall commence to run from the date the first Unit is conveyed by the Declarant to any person other than the Declarant.

Not later than forty-five (45) days after the expiration of any period of Declarant's control, the Association shall hold a meeting and the Unit Owners shall elect a Board of Directors of at least five (5) directors. The Board shall then meet and elect the officers of the Association. The directors and officers shall take office upon election.

Section 15

Number of Votes at Association Meetings of Unit Owners

The Association shall have two (2) classes of voting memberships as follows:

(a) **Class A:** Class A member(s) shall be all Unit Owners, with the initial exception of the Declarant, and shall have one vote for each Unit owned. Should the Unit be owned by more than one person, the Owners of the Unit shall be entitled collectively to one (1) vote.

(b) **Class B:** Class B member shall be the Declarant, who shall be entitled to three (3) votes for each of the maximum number of Units contemplated by this Declaration less Units sold. The Class B membership shall cease and be converted to Class A membership thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interests to purchasers, or three (3) years after the date the first Unit was conveyed, whichever occurs first.

Section 16

Registered Agent for Service of Process

The initial registered agent for the service of process shall be Michael D. Frede, Coffee Hill Development, LLC, 530 S. 11th Street, Milwaukee, Wisconsin 53204. Change of the agent for service of process may be accomplished by resolution of the Board and upon filing the name of the registered agent with the appropriate office of the State of Wisconsin.

Section 17

Repairs, Maintenance/Special Assessments on Common Elements

The Association will be responsible for the management and control of the Common Elements and cause them to be maintained, repaired, reconstructed and kept in good, neat, attractive, and sanitary condition. Without in any way limiting the foregoing, this shall include the painting, repairing, and decorating of building exteriors, such as brickwork, vinyl siding, foundations, and

roofs; maintenance, repair, and reconstruction of Coffee Hill Lane, Coffee Hill Court, and designated parking areas; signs, walks, drives, and parking spaces; and the landscaping and maintenance of all grounds. The Association shall also be responsible for the proper maintenance and repair of any and all common electric, telephone, sewer, water, gas, and other utilities.

In the event of any installations, repairs or other public improvements which are specially assessed against the Condominium, the special assessments shall also constitute common expenses of the Association.

Repair and maintenance of the individual Units shall be the responsibility of each individual Unit Owner. Each Unit Owner shall be responsible for keeping the interior of the Unit, and all equipment, fixtures, and appurtenances in good order, condition, and repair, and in a clean and sanitary condition. Each Unit Owner shall be responsible for decorating, painting, staining, and varnishing, which may at any time be necessary to maintain a good appearance and condition of the Unit. Without in any way limiting the foregoing, the Unit Owner shall be responsible for the maintenance, repair or replacement of any plumbing, heating, electrical, ventilating, or air conditioning equipment, systems, or components, lighting fixtures, refrigerator, dishwasher, microwave oven, disposal, laundry equipment, range, garage door opener, or other equipment which may be in, on, or connected to the Unit.

The Association may enter any Unit at reasonable times, upon giving advance notice, and under reasonable conditions in connection with any maintenance, construction, or repair of public utilities and for any other matters for which the Association is responsible. The entries shall be made under circumstances so as to provide as little inconvenience to the Owner as possible and any damage caused hereby shall be repaired by the Association and treated as a common expense.

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Section 18
Damage or Destruction of Property
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The Association shall be responsible to repair and/or reconstruct the Common Elements, in the event of damage to all or part of the Common Elements of the Condominium. All repairs and reconstruction shall be promptly undertaken to restore the Condominium to a condition compatible with the remainder of the Condominium. All cost of the repair or reconstruction in excess of available insurance proceeds shall be a common expense.

If the Condominium is damaged to an extent more than the available insurance proceeds, the Condominium shall be subject to an action for partition, upon obtaining the written consent of Unit Owners having seventy-five percent (75%) or more of the votes within one hundred twenty (120) days after the damage or destruction. In the case of partition, the net proceeds of sale together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their percentage interests in the Common Elements, and shall be distributed in accordance with the priority of interests in each Unit.

Section 19 **Insurance**

The Association, by action of its Board, shall provide and maintain fire and all-risk coverage insurance on the improvements, including both the Common Elements and Limited Common Elements, for the full insurable value (replacement value). The insurance shall be obtained in the name of the Association, as trustee for each of the Unit Owners and their respective mortgagees,

as their interest may appear. The cost of insurance shall be a common expense. To the extent permitted by the insurance company providing the coverage, the policies shall provide that the insurer waives its right of subrogation as to any claim against the Unit Owners, the Association, and the respective servants, agents, and guests, and that the insurance may not be cancelled, invalidated, or suspended on account of conduct of any one (1) or more Unit Owners or the Association, or their servants, agents, and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defects within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board at least annually, and the amount of coverage may be increased or decreased, at any time it is deemed necessary to conform to the requirements of full insurable value. The provision of the insurance shall be without prejudice to the right of each Unit Owner to insure his or her own Unit and the contents of the Unit for personal benefit. Each Unit Owner shall be responsible to provide his or her own insurance for the contents of the Unit.

In the event of partial or total destruction of Condominium property, insurance proceeds shall first be disbursed for the repair or restoration of the damage to the Common Elements and Limited Common Elements, and the Unit Owners and mortgagees shall not be entitled to receive payment of any portion of the insurance proceeds, unless the Association has determined not to rebuild or reconstruct, or the circuit court has ordered partition of the Condominium property, or there is a surplus of insurance proceeds after the Common Elements and Limited Common Elements have been completely repaired or reconstructed.

The Association shall also procure general liability insurance for all claims commonly insured against, and in the Association and Unit Owners is insureds, providing per occurrence liability coverage of not less than two million dollars (\$2,000,000). If in any such greater amount a claim be determined by the Board. Provision for the general liability insurance shall be without prejudice for each individual Unit Owner to procure their own separate liability insurance protection.

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Section 20

Common Expenses and Common Surpluses

Common expenses shall consist of the following:

- (a) costs incurred for the ordinary and routine operation of the Condominium, including amounts held for operational contingencies, and
- (b) costs incurred for repair and replacement of Common Elements that are not ordinary and routine in nature.

The cost of ordinary and routine common expenses incurred by the Association for the Condominium including, but not limited to administration of the Association, insurance, repair, maintenance, landscaping, and other expenses for the Common Elements and for common services provided to the Unit Owners, shall be paid by the Association. The Association shall make monthly assessments, based on an operating budget prepared by the Board, to the Unit Owners for the common expenses in accordance with the percentage of the undivided interest in the Common Elements relating to each Unit in the manner provided for in the By-Laws of the Association.

Units not built, Units under construction, and Units completed but unsold shall not be subject to assessments for common expenses, as they are not part of the Association.

No Unit Owner may exempt himself or herself or the Unit from liability for his or her contribution toward the common expenses by waiver of use or enjoyment of any of the Common Elements and Limited Common Elements or services or by the abandonment of the Unit. No conveyance shall relieve any Unit Owner, grantor, or the Unit from such liability. All Unit Owners shall be jointly, severally, and personally liable, along with any grantee involved in any conveyance, for the common expenses incurred up to the date of sale, until all expenses either assessed or accrued through the date of conveyance have been paid.

All assessments, including those described in Section 21 below, until paid, together with interest and actual costs including reasonable fees for collection, constitute a lien on the Units on which they are assessed, if a Statement of Lien is filed within two (2) years after the date the assessment becomes due. The lien is effective against a Unit at the time the assessment became due regardless of when within the two (2) year period it is filed. A Statement of Condominium Lien will be filed in the land records of the Clerk of Circuit Court of Outagamie County stating the description of the Unit, the name of the Owner of record, the amount due, and the period for which the assessment was due. The Statement of Condominium Lien and enforcement of it shall be in accordance with Section 703.165, Wisconsin Statutes, as amended and renumbered from time to time.

Common surpluses of the Association shall be credited to the Unit Owners' assessments for common expenses of the Unit Owners in proportion to their percentage interest in the Common Elements. The surpluses may be distributed or used in any such manner as determined by the Board.

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Section 22
Reserve Fund

The reserve fund means funds derived from assessments against Unit Owners that are deposited in a reserve account ("Reserve Fund"). The Declarant is electing not to establish a statutory reserve account. Instead, Declarant is establishing the Reserve Fund for repair and replacement of Common Elements that are not ordinary and routine in nature. Amounts shall be added to the Reserve Fund as follows:

- (a) Initial Assessment. Upon the purchase of a Unit, the Association shall assess and collect \$500.00 from the Unit Owner buyer, for deposit into the Reserve Fund. The amount is non-refundable.
- (b) Subsequent Assessments. Thereafter, the Association shall determine future assessments to Unit Owners for the Reserve Fund based on:
 - (1) The Reserve Funds currently in the Reserve Fund.
 - (2) The estimated cost of repairing or replacing Common Elements, other than routine maintenance.
 - (3) The estimated useful life of Common Elements.
 - (4) The approximate proportion of the estimated cost of repairing or replacing Common Elements that will be covered by the reserve account and the approximate proportion that will be funded by other means.

- (5) Any other factor that the Association considers relevant.

Funds in a Reserve Fund shall be used for the repair and replacement of Common Elements that are not ordinary and routine in nature. However, the funds may be used for ordinary and routine repair or maintenance, customary services, or other operational costs in excess of amounts budgeted, including any contingency funds available for these purposes, with the written consent of at least two-thirds (2/3) of the votes of the Unit Owners. Funds from the Reserve Fund used under this paragraph must be replaced within three (3) years from the date of withdrawal.

Section 22

Easements

Easements are hereby declared and granted for the benefit of the Unit Owners, the Association, and the Declarant for all utility purposes, including those locations necessary for the initial development of the Condominium, for all roads for ingress and egress, including but not limited to, the right to install, lay, maintain, repair, and replace electrical lines, water mains and pipes, sanitary and storm sewer lines, gas mains and pipes, telephone wire and equipment, television or computer cable systems, transformers, roads, parking areas, drives, recreational trails, mail service, walks, refuse pick up, and land and necessary appurtenances over, under, along and upon any part of the Common Elements, provided that an installation, repair, maintenance, use, removal and/or replacement does not unreasonably interfere in any material adverse respect for any significant time period, with the common use of any part of the Common Elements or the use of any Unit.

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Section 23

Amendments

This Declaration may be amended with the written consent of seventy-five percent (75%) of the Unit Owners, including the Declarant, based upon the maximum of forty-six (46) Units. If at the end of ten (10) years, fewer than forty-six (46) Units have been built, then such lesser total shall be used for determination of a seventy-five percent (75%) vote. No amendment shall be valid unless it has been approved by the City of Kaukauna Plan Commission and Common Council, which approval shall not be unreasonably withheld. An amendment becomes effective when it is recorded in the same manner as this Declaration. A Unit Owner's written consent for an amendment to this Declaration is not effective unless it is approved by the mortgagee of the Unit, if any. If an amendment to this Declaration has the effect of reducing the value of any Unit Owner's interest in any Common Element, including any Limited Common Element, and increases the value of the Declarant's or any other Unit Owner's interest in the Common Element, or Limited Common Elements, then the Declarant or other Unit Owner(s) so benefited shall compensate the Unit Owner whose value is reduced either in cash or by other consideration acceptable to the Unit Owner. The Unit Owner may waive the right to this compensation in writing.

Section 24

Termination of Condominium Status

All of the Unit Owners may remove the Condominium from the provisions of Chapter 703, Wisconsin Statutes by an instrument to that effect (the "Termination Agreement"), duly recorded, provided that the holders of all liens affecting any of the Units consent thereto or agree, in either case by instruments duly recorded. The Termination Agreement shall include provisions relating to the use and maintenance of Common Elements after the termination. It shall also provide for

the allocation and transfer of title of the Common Elements, other than the Limited Common Elements, to the successors of the Unit Owners, as tenants in common, in proportion to their Unit Owners' allocated interest. Title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain. The Termination Agreement shall be recorded in the Office of the Register of Deeds for Outagamie County, Wisconsin.

Section 25
No Waiver

The failure of the Association or the Declarant, as the case may be, to insist in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option contained in this Declaration, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of the terms, covenants, conditions or restrictions, but the 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 term, covenant, condition or restriction herein, shall not be deemed a waiver of the breach. No waiver by the Association of any provision of this Declaration shall be deemed to have been made, unless expressed in writing and signed on behalf of the Association.

Section 26
Captions

The captions and section headings in this Declaration are inserted only as matters of convenience and for reference, and in no way define or limit the scope or intent of the various provisions of this Declaration.

Section 27
Severability

The provisions of this Declaration shall be deemed independent and severable, and any invalidity or unenforceability of the remaining portion of this Declaration or its provisions.

Section 28
Notices

All notices required to be given by this Declaration, the By-Laws of the Association or the Act shall be sufficient if given to one registered Unit Owner regardless of the number of Owners who have an interest in the Unit. Notices required to be given by this Declaration, the By-Laws of the Association or the Act shall also be served upon the Declarant by giving the notice to the registered agent specified for receipt of process in this Declaration.

Each Unit Owner shall provide and update the secretary of the Association with an address for mailing or service of any notice or other documents, and the secretary shall be deemed to have discharged his or her duty with respect to the giving of notices by mailing the notice or having it delivered personally to such address as is on file with the secretary's office.

Section 29
Enforcement

In addition to any enforcement provisions authorized pursuant to Rules and Regulations adopted by the Association, the provisions of this Declaration may be enforced by the Circuit Court for Outagamie County to which all parties having an interest in a Unit consent to jurisdiction and venue, and the enforcement may be pursuant to either affirmative or negative injunctive relief in addition to any other remedy permitted by law or in equity.

Dated this _____ day of _____, 2006.

Declarant:
Coffee Hill Development, LLC

Declarant's Agent:

By: _____
Michael D. Frede, Managing Member

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STATE OF WISCONSIN)
) ss.
COUNTY OF OUTAGAMIE)

Personally came before me this _____ day of _____, 2006, the above-named Michael D. Frede, known to be the person who executed the foregoing instrument and who acknowledged the same as the act and deed of the limited liability company.

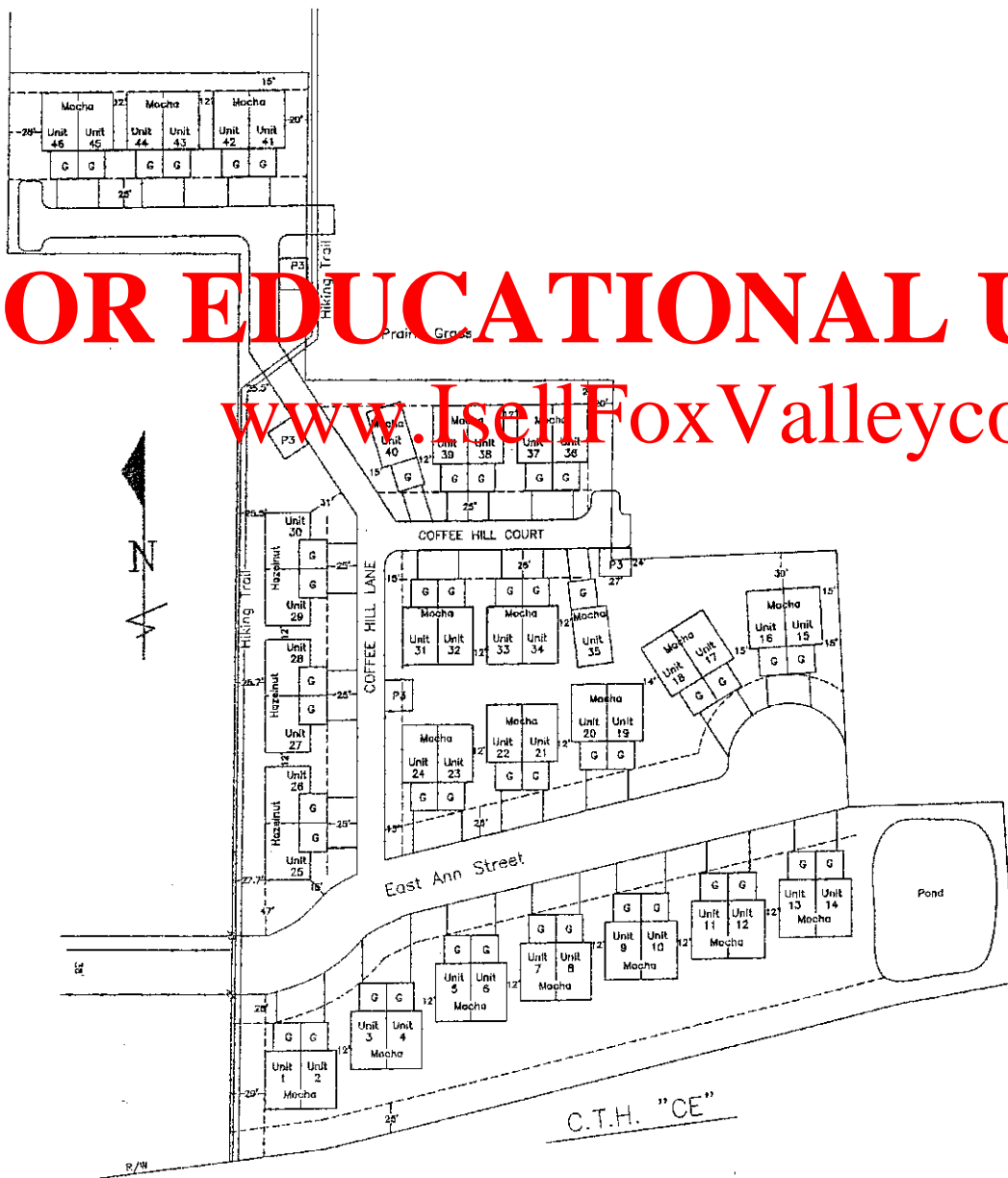
Notary Public, State of Wisconsin
My Commission Expires _____

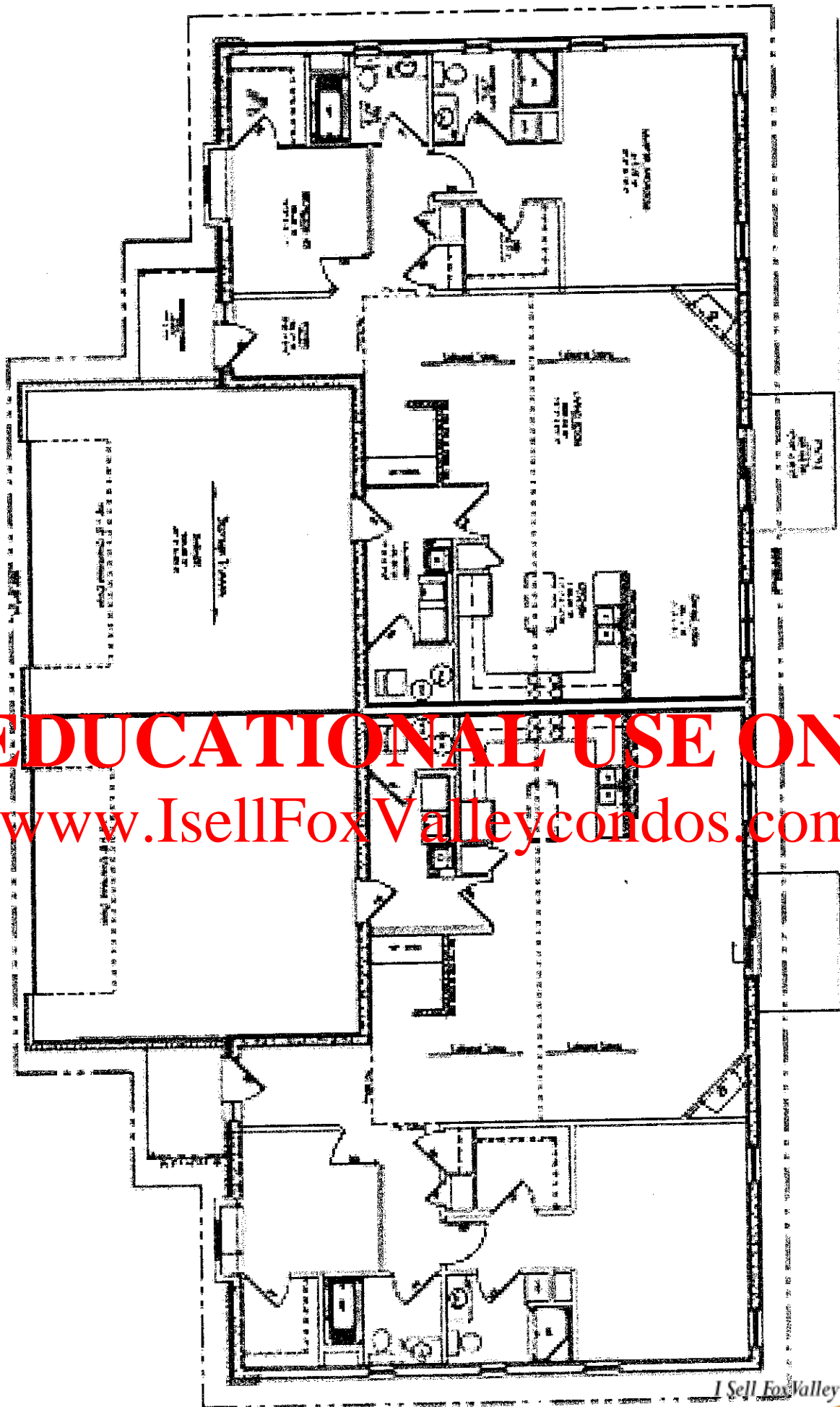
THIS INSTRUMENT DRAFTED BY:

Attorney John P. Yentz
The Schroeder Group, S.C., Attorneys at Law
20800 Swenson Drive, Suite 475
Waukegan, WI 53186

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Total 3302 SQ. FT.

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Total: 2800 SQ. FT.

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