

Document Number

**DECLARATION OF CONDOMINIUM FOR
BRIARWOOD, A CONDOMINIUM**

Document # **2622087**
RACINE COUNTY REGISTER OF DEEDS
February 28, 2022 12:55 PM

Karie Pope
KARIE POPE
RACINE COUNTY
REGISTER OF DEEDS
Fee Amount: \$30.00

Pages: 24

Recording Area

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of Briarwood, a Condominium, being part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

Return to:
Briarwood of Caledonia, LLC
8338 Corporate Drive, Ste 300
Racine, WI 53406

30-24

FROM Tax Key Number: 104-04-23-21-061-000

BRIARWOOD CONDO PARCEL ID'S	
FROM (PART OF)	
	104-04-23-21-061-000
TO:	
UNIT PARCEL	
1	104-04-23-21-061-001
2	104-04-23-21-061-002
3	104-04-23-21-061-003
4	104-04-23-21-061-004
5	104-04-23-21-061-005
6	104-04-23-21-061-006
7	104-04-23-21-061-007
8	104-04-23-21-061-008
9	104-04-23-21-061-009
10	104-04-23-21-061-010

DECLARATION OF CONDOMINIUM FOR
BRIARWOOD, A CONDOMINIUM

Document Number

We are returning your ORIGINAL document
it has been recorded electronically.
The recording information is shown on the
attached copy. Keep both documents
with your Real Estate records.

Recording Area

Units 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10 of Briarwood, a Condominium, being part
of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North,
Range 23 East, Village of Caledonia, Racine County, Wisconsin.

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FROM Tax Key Number: 104-04-23-21-061-000

BRIARWOOD CONDO PARCEL ID'S	
FROM (PART OF)	
	104-04-23-21-061-000
TO	
UNIT	PARCEL #
1	104-04-23-21-061-001
2	104-04-23-21-061-002
3	104-04-23-21-061-003
4	104-04-23-21-061-004
5	104-04-23-21-061-005
6	104-04-23-21-061-006
7	104-04-23-21-061-007
8	104-04-23-21-061-008
9	104-04-23-21-061-009
10	104-04-23-21-061-010

**DECLARATION OF CONDOMINIUM FOR
BRIARWOOD, A CONDOMINIUM**

Briarwood Of Caledonia, LLC, a Wisconsin limited liability company, ("Declarant"), hereby declares that the real estate described in Section 1 of this Declaration ("Declaration") is owned by the Declarant and is subject to the Wisconsin Condominium Ownership Act ("Act"). The real estate and all the buildings and the other improvements located on the real estate shall be known and described as Briarwood, A Condominium ("Condominium"). The address of the Condominium is set forth in **Exhibit A** which is attached to this Declaration and incorporated by reference herein

1. DESCRIPTION OF LAND

The land which is the subject of this Declaration and upon which the buildings and improvements are and will be located is in the Village of Caledonia, Racine County, Wisconsin, and is more particularly described in **Exhibit B** attached to this Declaration.

2. DEFINITIONS

Unless otherwise specifically stated, the following terms as used in this Declaration shall be defined as follows:

- A. "Association" shall mean Briarwood Owners Association, Inc., a corporation formed under Chapter 181, Wisconsin Statutes, its successors and assigns.
- B. "By-Laws" shall mean the by-laws of the Association.
- C. "Common Elements" shall generally refer to all common areas and facilities contained within the Condominium, but excluding the Units.
- D. "Common Expenses" shall generally mean those expenses incurred by the Association with respect to the maintenance and operation of the Condominium, including, without limitation, costs relating to: (a) maintenance, repair and replacement of the Common Elements; (b) maintenance, repair and replacement of the storm water retention basin and related drainage facilities; (c) maintenance, repair and replacement of Condominium signage; (d) maintenance, repair and replacement of the Private Drive; (e) professional fees; (f) insurance premiums; and (g) all other charges and fees incurred by the Association relating to the operation or existence of the Condominium,

including assessments or charges imposed by the Village of Caledonia relating to maintenance performed by the Village.

- E. "Declarant" shall mean Briarwood Of Caledonia, LLC, its successors and assigns.
- F. "Limited Common Elements" shall mean those common elements which are reserved in this Declaration for the exclusive use of a Unit Owner.
- G. "Mortgagee" shall mean any person named as a Mortgagee under any mortgage under which the interest of any Unit Owner is encumbered. This term shall also include land contract vendors, but shall not include any person holding such land contract vendor's interest merely as security.
- H. "Owner" shall mean the owner of record, whether one or more natural persons or entities, of any Unit. This term shall include land contract vendees, but shall not include any person holding such vendee's interest merely as security. The term "Owner" have the same meaning as "Unit Owner".
- I. "Private Drive" shall mean the private roadway which provides access to the Condominium from Candlelight Drive as shown on the Condominium Plat.
- J. "Unit" shall mean a part of the condominium consisting of one or more cubicles of air on one or more levels of space in a residential building including the attached garage space, the basement space, and all facilities and improvements, bounded as set forth in the Declaration.

3. DESCRIPTION OF IMPROVEMENTS

The Declarant intends to construct improvements on the real estate which is the subject of this Declaration as follows:

A. Five buildings, each containing two Units, together with attached garage spaces, will be constructed as shown on the Condominium Plat and Floor Plans attached to this Declaration as **Exhibit C**.

B. The buildings will contain Units which may be of two different types and which shall include space in an attached garage and a full basement. The Units are generally described as follows:

Type "A" Units are two bedroom, two bathroom ranch style Units which contain approximately 1,620 square feet of living space on the main level and which include a two car attached garage and a full basement;

Type "B" Units are two bedroom, two bathroom ranch style Units which contain approximately 1,635 square feet of living space on the main level and which include a two car attached garage and a full basement.

The boundaries and construction of each Unit, regardless of type, shall be as described in Section 4 of this Declaration and the Condominium Plat and Floor Plans attached to this Declaration as **Exhibit C**. The physical boundaries of each Unit, including any basement space which is part of the Unit, the attached garage space and the stairway serving the Unit, regardless of type, are as described in Section 4 of this Declaration. The buildings in which the Units are located will contain one story above grade. Units will contain space on the main story of the building and in the basement. The horizontal and vertical boundaries set forth in Section 4 of this Declaration shall be applied separately to the main level of the building and to the basement. The building will be constructed principally of concrete foundations and concrete footings, wood frames, permanent siding, brick, stone or other low maintenance exteriors and wood and concrete floors. The roofs are asphalt shingle. Each Unit is connected to the municipal water and sanitary sewer system. All utilities for each Unit shall be separately metered and shall be paid by the Owner of that Unit. Each Unit has an individual hot water heater and individual heating and air conditioning systems. Each Unit will contain a fireplace. The Declarant shall be the authority for the proper usage, arrangements and placement of fixtures, equipment and materials in accordance with recognized standards, the Condominium Plat and this Declaration. Slight deviations from the Plat or this Declaration shall be construed as substantial compliance with this Declaration. Any deviations from the Plat or this Declaration shall not change the overall aesthetic effect of a Unit or the Condominium and shall include materials at least equal in quality to those called for in this Declaration.

4. DESCRIPTION OF UNITS

A. The Condominium shall consist of ten residential Units contained in five buildings. Each Unit shall include space in an attached garage and space in a basement. Each Unit has a numeric designation. The approximate area, location, common walls and immediate common area to which the Units have access are shown on the survey and floor plans attached to this Declaration as exhibits. Working drawings and general specifications for the Units are on file at the office of the Declarant, 8338 Corporate Drive #300, Mt. Pleasant, Wisconsin 53406.

B. The boundaries of each Unit, including attached garage spaces, stairways and basements, shall consist of that part of the cubic area of the residential building enclosed as follows:

(1) Horizontal Boundaries:

(a) The upper horizontal boundaries for that portion of each Unit which is located on the ground floor level above grade of the building; all attached garage spaces; and all stairways, shall be the plane of the undecorated finished drywall ceiling as extended to an intersection with the vertical boundaries;

(b) The upper horizontal boundaries of the basement space in each Unit shall be the plane of the bottom of the first floor trusses or joists and extended to an intersection with the vertical boundaries;

(c) The lower horizontal boundaries for the ground floor level above grade and basement space of each Unit, including the attached garage space and stairways, shall be the plane of the undecorated finished floor of each such space extended to an intersection with the vertical boundaries adjacent thereto.

(2) Vertical Boundaries:

(a) The vertical boundaries for that portion of each Unit which is located on the first floor level above grade of the building; the attached garage space; and stairways, shall be the plane of the undecorated finished drywall on the interior of the perimeter walls as extended to intersections with each other and with the upper and lower boundaries.

(b) The vertical boundaries of the basement level of each Unit shall be the interior plane of the undecorated perimeter walls as extended to intersections with each other and with the upper and lower boundaries.

C. Each Unit shall include the interior surfaces of the finished walls, ceilings and floors, but shall not include the drywall, subfloors or basement foundation walls. Windows, moldings, window frames and doors (including all glass in doors, but excepting the exterior surface of the garage door), and exterior courtesy lighting, shall be included as part of a Unit.

D. All components of the fireplace and fireplace vent, if any; the sump pump, if any; the heating and air conditioning systems (including exterior condensers); the water heater; components and wiring of intercom or doorbell systems; and the smoke detectors and CO detectors in each Unit shall be considered part of the Unit and repaired and maintained by and at the expense of the owner of the Unit served by such systems and equipment. All

plumbing fixtures shall be maintained by the Unit Owner making use of such fixtures and each Unit Owner shall be responsible for removal of blockages in the sewer pipes which serve that owner's Unit.

E. If any portion of the common or limited common elements shall encroach upon any Unit or upon a portion of the common or limited common elements as a result of the construction, reconstruction or repair of the building, or as a result of settling or shifting of the building, a valid easement for the encroachment and for its maintenance shall exist so long as the building stands. The existing physical boundaries of a Unit or common elements constructed or reconstructed in substantial conformity with the condominium plat shall be conclusively presumed to be the boundaries of the Unit, regardless of the shifting, settlement or lateral movement of the building and regardless of minor variations between the physical boundaries described in this Declaration or shown on the condominium plat and the existing physical boundaries of any such Unit or common element.

F. A limited easement is herewith reserved for each Unit Owner to allow decoration of the perimeter boundaries of the Unit and the attachment of fasteners thereto. Each Unit Owner shall have the right to paint or otherwise finish the interior walls, ceilings and floors of his Unit and to attach fasteners thereto which encroach into the common elements. No modification of a Unit or the adjacent common elements shall be permitted if the same shall affect the structural integrity of the building or interfere with the rights of other Unit Owners. Further, each Unit Owner making modifications to his Unit shall be liable for any damage to the common elements which results from such modification. A Unit Owner may not paint or otherwise decorate, adorn or change the appearance of the exterior of the building or any common or limited common element, unless such proposed modification has been approved in writing, in advance, by the Board of Directors of the Owner's Association.

5. DESCRIPTION OF COMMON ELEMENTS

The common elements shall include, but not be limited to the following:

A. Land within the Condominium, including, without limitation: green space; common mailbox facilities; land beneath the buildings; landscaping; driveways, walkways, storm water basins and drainage facilities, and the Private Drive serving the Condominium;

B. The exterior face of the garage door and all structural components of the building, including basement foundations, basement concrete floors, and all walls, ceilings and floors, other than those components which are specifically included in each Unit by this Declaration;

C. All components of plumbing, electrical, telephonic and cable television systems located within the common elements, other than those components which are specifically included in each Unit by this Declaration;

D. Site signage;

E. Other than as excluded above, all components of the sewer, water and/or electrical systems serving the common areas;

F. All other parts of the Condominium, necessary or convenient to its existence, maintenance and safety, or normally in common use as of the date of recording of this Declaration.

6. DESCRIPTION OF THE LIMITED COMMON ELEMENTS

The porches, patios, sidewalks and individual driveways which are adjacent to each Unit, as indicated on **Exhibit C** attached hereto, are limited common elements which are permanently assigned to and limited to the use of Units to which they are assigned ("limited common elements").

7. UNIT VALUE: COMMON ELEMENT OWNERSHIP AND VOTING

Each Unit and its Owner shall have a 1/10 undivided interest in common with all other Units and Unit Owners in the common and limited common elements, and shall have one vote in matters relating to the Association. The Declarant recognizes that there are variances in the Units which relate to value; however, after careful consideration of the factors relevant to maintenance, replacement and value, the Declarant believes that the foregoing formula of ownership and voting is fair and equitable as well as the most efficient for purpose of administration. For purposes of voting, each Unit owned by the Declarant shall have one vote in matters relating to the Association, whether or not such Unit has actually been constructed.

8. USE OF UNITS

A. All Units are intended for and shall be restricted to use by the Owner, the Owner's family, lessees, invitees and frequenters, for residential purposes only. The buildings containing the Units are intended for and restricted to use for residential purposes only. A Unit may be rented or leased provided that the Unit Owner and tenant shall comply with the requirements of the Declaration, the By-Laws, including any rules and regulations adopted pursuant to the By-Laws, and the Act. Each lease or rental agreement shall require the tenant

to comply with the Declaration, the By-Laws, any rules and regulations adopted by the Association pursuant to the By-Laws, and the Act. A copy of each such lease or rental agreement shall be provided to the Association prior to the tenant taking occupancy of the Unit. The Association, pursuant to the By-Laws, may adopt further regulations relating to the rental of Units with the intent that any such By-Law shall be adopted for the purpose of bringing the Condominium into compliance with Department of Housing and Urban Development mortgage lending regulations.

B. The garage spaces which are included as part of the Units are intended for and shall be restricted to the use by the Owner, the Owner's family, lessees, invitees and frequenters for storage of personal property and parking of private automobiles. Garages may not be used for any commercial purpose. Use of the garages may be further regulated by the By-Laws and rules and regulations adopted pursuant to the By-Laws. Each garage is considered to be a part of the Unit to which it is attached. Garages may not be separately conveyed. No garage may be transferred or otherwise conveyed unless the transfer or conveyance involves the transfer or conveyance of the Unit to which the garage is attached.

C. Notwithstanding the foregoing, the Declarant shall have the rights with respect to Unit and garage use reserved to Declarant in Section 19(B) of this Declaration.

9. SERVICE OF PROCESS

The resident agent for the Condominium shall be Briarwood Of Caledonia, LLC. Service of process shall be made upon the Declarant at 8338 Corporate Drive, Unit 300, Mt. Pleasant, Wisconsin 53406 as to matters provided for in the Act until all Units have been sold, conveyed and paid for or until the first meeting of the Unit Owners, at which time the Association may designate a successor by vote of a simple majority of a quorum present at any meeting of the Association.

10. DAMAGE OR DESTRUCTION

In the event the Condominium is destroyed or damaged in an amount in excess of \$10,000.00 and insurance proceeds together with an amount not exceeding \$10,000.00 are insufficient to complete repair and construction, action by the Association by a vote of a majority of Unit Owners, as defined in the By-Laws, taken within 90 days after the damage or destruction, shall be necessary to determine to repair or reconstruct the Condominium as more fully described in Section 3, Article 5 of the By-Laws. Damage or destruction to a lesser extent, and to a greater extent if insurance proceeds (together with an amount not exceeding \$10,000.00) are sufficient to complete repair and reconstruction, shall be repaired

and reconstructed pursuant to arrangement by the Board of Directors of the Association ("Board of Directors") as provided in that section of the By-Laws.

11. AMENDMENT OF DECLARATION

A. This Declaration may be amended by affirmative vote of at least 75% of the aggregate total of the votes established under Section 7 of this Declaration and subject to the approval of the Village Board. A Unit Owner's vote or written consent is not effective unless it is approved by the mortgagee of the Unit or the holder of an equivalent security interest in the Unit, if any, pursuant to the Act.

B. This Declaration may also be amended by the Declarant alone to change or alter the percentage of ownership in the common or limited common elements where the Declarant alters the percentage in accordance with this Section 11(B). Declarant owns or intends to acquire certain land (the "Expansion Area") which is located as set forth in **Exhibit C** and described as set forth in **Exhibit D**, both of which exhibits are attached to this Declaration. Declarant has or will construct five buildings, containing a total of ten residential Units, on the lands described in **Exhibit B** attached to the Declaration ("Phase One"). Declarant presently intends to construct twenty additional residential Units, located in ten buildings, upon the lands included in the expansion area in one or more stages with a maximum of thirty total Units in the Condominium. The general design of the additional buildings shall be substantially similar to those included in this Declaration. The buildings shall be located upon the expansion area generally as shown on the plat attached to this Declaration as **Exhibit C**. Declarant reserves the right to change the design and location of buildings and Units to be constructed within the expansion area as long as the aggregate number of Units constructed in the expansion area does not exceed twenty and the total number of all Units in the condominium does not exceed thirty. Without making any representation in this Declaration that Declarant or any other person can or will undertake the construction, and notwithstanding the provisions of Section 11(A) of this Declaration, Declarant reserves the absolute and unqualified right for itself and its successors and assigns on behalf of each Unit Owner of the Condominium, and subject to Village Board Approval, to amend this Declaration at any time and from time to time within 10 years from the date of this Declaration to add to the Condominium all or any part of the lands included in the expansion area and the units constructed or under construction in the expansion area, if any. In the event of any such addition, each Unit Owner shall have an undivided interest in common with all other Units and Unit Owners in the common and limited common elements equal to the number one (1) divided by the total number of Units in the Condominium after completion of the part of expansion area added to the Condominium. Declarant may assign in whole or in part, absolutely or for purposes of security, by a written assignment for that purpose, all powers of amendment. The Unit Owners, by acceptance of a condominium

deed to a Unit, appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with the provisions stated in this Section 11(B).

C. This Declaration may also be amended by Declarant to interchange the types of Units, and to modify the design of any Unit, prior to the actual conveyance of any such Unit and to change location of parking space serving a building prior to the initial conveyance of any Unit in the building. The Unit Owners, by acceptance of a condominium deed to a Unit, consent to the interchange of the type Units and the relocation of parking space as provided in this Section 11(C) and appoint Declarant and Declarant's successors and assigns as attorney in fact with irrevocable power coupled with an interest to execute and deliver an amendment in accordance with these provisions.

12. ADDITIONAL RIGHTS OF LENDERS

A. As to the holder of any mortgage and as to any land contract vendor ("mortgagee") of a Unit which has notified the Association in writing delivered or mailed by certified mail to the place of service of process stated in Section 9 of this Declaration that it desires to receive notice of the following matters:

(1) The Board of Directors shall give the lender written notice by mail of the call of any meeting of the Board of Directors or membership of the Association to be held for the purpose of considering any proposed amendment to this Declaration, the Articles or the By-Laws;

(2) The Board of Directors shall give the lender by mail a copy of the notice of default which is given to any Unit Owner on any failure to comply with or violation of any of the provisions of this Declaration, the Articles or the By-Laws and rules and regulations, at the time of notice to any Unit Owner; and

(3) The Board of Directors shall notify the lender of physical damage to structure, fixtures or equipment of a Unit in an amount exceeding \$2,500.00 when such damage is known to the Board of Directors and shall notify all lenders if common elements of the Condominium are damaged in an amount exceeding \$10,000.00 or if the common elements become the subject of condemnation or eminent domain proceedings.

B. Unless all affected lenders have given their prior written approval, the Association shall not:

(1) Change the undivided percentage interest in the common elements of the Condominium relating to the Unit, unless such change is made pursuant to an expansion of the Condominium as permitted herein;

(2) Partition or subdivide any Unit or abandon, partition, subdivide, encumber, or convey the common elements of the Condominium (granting of easements for public utilities excepted);

(3) By act or omission seek to abandon the Condominium status of the Condominium except as provided in Section 10 of this Declaration in case of substantial damage to or destruction of the Condominium;

(4) Use hazard insurance proceeds for losses to the Condominium property for other than the repair of the property, except as authorized by law.

C. Notwithstanding Section 11 of this Declaration, this Section 12 shall not be amended unless all lenders have given their prior written approval.

13. PAYMENT OF COMMON EXPENSES

During the period in which the Declarant shall have control of the Association, each Unit Owner, other than the Declarant, shall pay a fractional share of the total Common Expenses, as defined Section 2(D), represented by the number "1" divided by the total number of Units included in the Condominium and the Declarant shall pay the balance of the Common Expenses. At such time as the Unit Owners shall take control of the Association, each Unit Owner, including the Declarant for Units owned by the Declarant, shall pay a fractional share of the Common Expenses represented by the number "1" divided by the total number of Units for which occupancy permits have been issued. At such time as occupancy permits have been issued for all Units in the Condominium, the Owner of each Unit, including the Declarant for Units owned by the Declarant, shall pay a fractional percentage of the Common Expenses represented by the number "1" divided by the total number of Units included in the Condominium. At no time shall the Declarant be liable for any Common Expense regarding any Unit for which an occupancy permit has not been issued. Each Unit Owner shall pay Common Expenses on a monthly basis as required by the By-Laws.

14. EASEMENTS / RESTRICTIONS / DEDICATIONS / NOTICES

Unit Owners are notified of the existence of various easements, restrictive covenants, dedications and notices which affect the Condominium. This information is detailed on the

Condominium Plat; and other documents of record with the office of the Register of Deeds for Racine County, Wisconsin. Unit Owners are directed to carefully review these documents to determine the extent and location of easements and public dedications, and to determine how the Condominium and the individual units are affected by the restrictions and notices.

15. SATELLITE DISHES

Satellite dishes and similar technology for the reception of television and other signals shall only be placed in and upon the common elements at locations to be determined by the Declarant, until the first meeting of the Association, and thereafter by the Board of Directors. Any Unit Owner who causes any such technology to be installed or maintained in or upon the common elements shall be liable for all damage to the common elements by reason of such installation and that Unit Owner shall be further liable for all costs related to the restoration of the common elements at such time as the technology is removed. The Declarant reserves for itself and the Board of Directors the right to establish regulations relating to any such installation. In the event that a Unit Owner desires to sell a Unit which includes technology described in this Section 15, that Unit Owner shall either provide the Board of Directors with the purchaser's written acknowledgment of the provisions of this section or remove the technology from the common elements and restore the common elements at such time as the technology is removed, prior to conveyance of the Unit to the purchaser.

16. MAIL SERVICE

The United States Postal Service requires that all mailboxes for the Condominium be located at one or more common mailbox facilities. The common mailbox facilities will be located within the common area of the Condominium at locations to be determined by the United States Postal Service. Each common mailbox facility will be installed by the Declarant and shall be maintained by the Association. Each Unit Owner is directed to review the By-Laws and any rules and regulations adopted pursuant to the By-Laws, for additional specific requirements with respect to the common mail facility which serves that Owner's Unit.

17. BASEMENT USE

Subject to the terms of this Declaration, the Act, and any adopted rules and regulations established for the Condominium, Unit Owners may finish and use the basement space which is part of the Unit, provided that any such work must be in compliance with all applicable municipal and state building codes. Notwithstanding the foregoing, notice is hereby given that applicable Village of Caledonia ordinances and the laws of the State of Wisconsin may prohibit the construction of bedrooms or otherwise affect the use of the basement space.

18. STORM WATER RETENTION POND MAINTENANCE

The Common Elements of the Condominium will contain a Storm Water Retention Pond ("Pond") installed as part of the storm water management system for the Condominium. The Pond is located as set forth on the Condominium Plat which is attached to this Declaration as **Exhibit C**. The Pond will be maintained by the Association, and each Unit Owner, as a member of the Association, will pay a proportionate share of the cost of the Pond maintenance and other costs relating to compliance with the storm water drainage plan for the Condominium.

19. FURTHER MATTERS

A. All present and future Owners of Units, tenants of those Owners and any other occupants of Units, employees of Owners, or any other persons who in any manner use or come upon the Condominium or any part of the Condominium shall be subject to and shall comply with the provisions of the Act, this Declaration, the Articles of Incorporation of the Association ("Articles"), the By-Laws and any rules and regulations adopted pursuant to those instruments, as those instruments may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any part of any Unit shall constitute an acceptance by the Owner, tenant or occupant of the provisions of those instruments, as they may be amended from time to time. The provisions contained in the instruments shall be covenants running with the land and shall bind any person having at any time any interest or estate in the Unit, as though the provisions were recited and fully stipulated in each deed, conveyance or lease. The enforcement may be by such judicial proceedings as the Board of Directors may deem appropriate as well as by provisions of the Act.

B. Until such time as all Units have been conveyed to third party purchasers, the Declarant reserves the right use one or more of the Units or garage spaces within any Unit it owns to be maintained as a model and office and to display any models and the common elements of the Condominium for purposes of selling Units in the Condominium, together with appropriate signage located in the common elements identifying the Declarant and its agents and locating and giving any information regarding any model Unit and the office.

C. Pursuant to Chapter 703 of the Wisconsin statutes and the By-Laws, the Board of Directors may adopt rules and regulation concerning the use of the Units and the common and limited common elements, including provisions limiting keeping of animals and other pets, Copies of any adopted rules and regulations shall be furnished by the Board of Directors to each Unit Owner prior to the effective date of the rules and regulations.

D. The Declarant hereby reserves for the Association acting by and in the discretion of its Board of Directors, the right to grant to the Village of Caledonia, Wisconsin, or public or semi-public utility companies, easements and rights-of-way for the erection, construction and maintenance of all poles, wires, pipes and conduits for the transmission of electricity, gas, water, telephone, cable television, and for other purposes; for sewer, storm water drains, gas mains, water pipes and mains, and similar service, and for performing any public or quasi-public utility function that the Board of Directors may deem fit and proper for the improvement and benefit of the Condominium. These easements and rights-of-way shall be confined, so far as possible, in underground pipes or conduits, with the necessary rights of ingress and egress and the rights to do whatever may be necessary to carry out the purposes for which this easement is created.

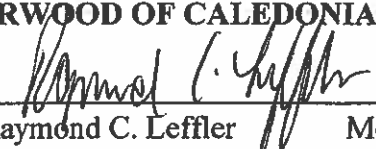
E. To the extent that the Village of Caledonia performs any maintenance or repair activities within the Condominium, the Association shall be liable for any costs which may be incurred by the Village, which the Village may recover as special assessments or special charges under Wisconsin Statutes Section 66.0627 (or successor or similar provisions), or otherwise according to law. Unless the Village exercises the rights granted to it in the dedication statement on the Condominium Plat, the Village shall have no obligation to do anything pursuant to its rights under the dedication statement.

20. PRIVATE DRIVE

The Private Drive which provides access to and from the Condominium to Candlelight Drive is part of the Common Elements of the Condominium. The Private Drive will initially be installed by the Declarant and will thereafter be insured, maintained, repaired and replaced by the Unit Owners acting through the Association. The Association will provide insurance for the Private Drive and will be responsible for periodic maintenance and repairs, including without limitation, snow removal and seal coating. When required, the Private Drive will be replaced by, and at the expense of the Unit Owners, acting through the Association. It is intended that a specific reserve account will be established by the Association with respect to such replacement.

IN WITNESS WHEREOF, the undersigned has caused the execution of this instrument on this 24th day of February, 2022.

BRIARWOOD OF CALEDONIA, LLC

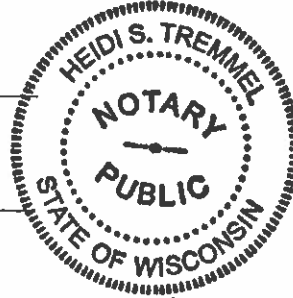
By: 
Raymond C. Leffler Member

ACKNOWLEDGMENT

STATE OF WISCONSIN)
)
COUNTY OF RACINE) ss.

Personally came before me this 24th day of February, 2022, the above named Raymond C. Leffler, to me known to be the person and member who executed the foregoing instrument and acknowledged the same as an act of Briarwood Of Caledonia, LLC, by its authority.

Heidi S. Tremmel
* Heidi S. Tremmel
Notary Public - State Of Wisconsin
My commission expires: 2/7/26



SEAL

Drafted by: John U. Schneider - Attorney at Law (State Bar of Wisconsin No. 1017140)

*Print name of Notary

REV. 2/17/22

EXHIBIT A

Addresses

<u>Unit #</u>	<u>Address:</u>
1	5201 Briarwood Circle
2	5203 Briarwood Circle
3	5205 Briarwood Circle
4	5207 Briarwood Circle
5	5209 Briarwood Circle
6	5211 Briarwood Circle
7	5208 Briarwood Circle
8	5210 Briarwood Circle
9	5212 Briarwood Circle
10	5214 Briarwood Circle

EXHIBIT B

Legal Description

Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 21; thence North 00°20'21" West along the east line of said Southwest 1/4; 1316.13 feet; thence South 88°42'59" West and then along the north line of Certified Survey Map No. 1960 and then along the south line of Arlington Meadows, a recorded subdivision, 743.68 feet; thence South 00°20'21" East, 305.35 feet to the Point of Beginning;

Thence continuing South 00°20'21" East, 287.00 feet to the north line of Club View, a recorded subdivision; thence South 88°33'09" West along said north line, 580.59 feet to the east line of Arlington Meadows III, a recorded subdivision; thence North 00°22'26" West along said east line, 58.82 feet; thence North 51°03'31" East, 234.93 feet to a point on a curve; thence northwesterly 57.15 feet along the arc of said curve to the right, whose radius is 85.00 feet and whose chord bears North 19°40'48" East, 56.08 feet; thence North 00°25'07" West, 36.85 feet; thence North 89°14'14" East, 415.56 feet to the Point of Beginning.

REV. 2/17/22

EXHIBIT C

Condominium Plat / Floor Plans

EXHIBIT C

CONDOMINIUM PLAN OF BRIARWOOD A CONDOMINIUM

Being a part of the Southeast 1/4 of the Southwest
1/4 of Section 21, Township 4 North, Range 23 East,
Village of Caledonia, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN

WALKER COUNTY, WISCONSIN

I, John P. Konopacki, Registered Land Surveyor, do hereby certify that I have surveyed and plotted the above described property and that the same is a true and correct representation of the same as shown on the attached plan and that the same is a true and correct representation of the same as shown on the attached plan and that the same is a true and correct representation of the same as shown on the attached plan.



DATED: SEPTEMBER 15, 2021
JOHN P. KONOPACKI, PROFESSIONAL LAND SURVEYOR 5-2461

Prepared by:
PINNACLE ENGINEERING GROUP
20775 WATERTOWN ROAD, SUITE 100
BROOKFIELD, WI 53186
OFFICE: (262) 754-8888

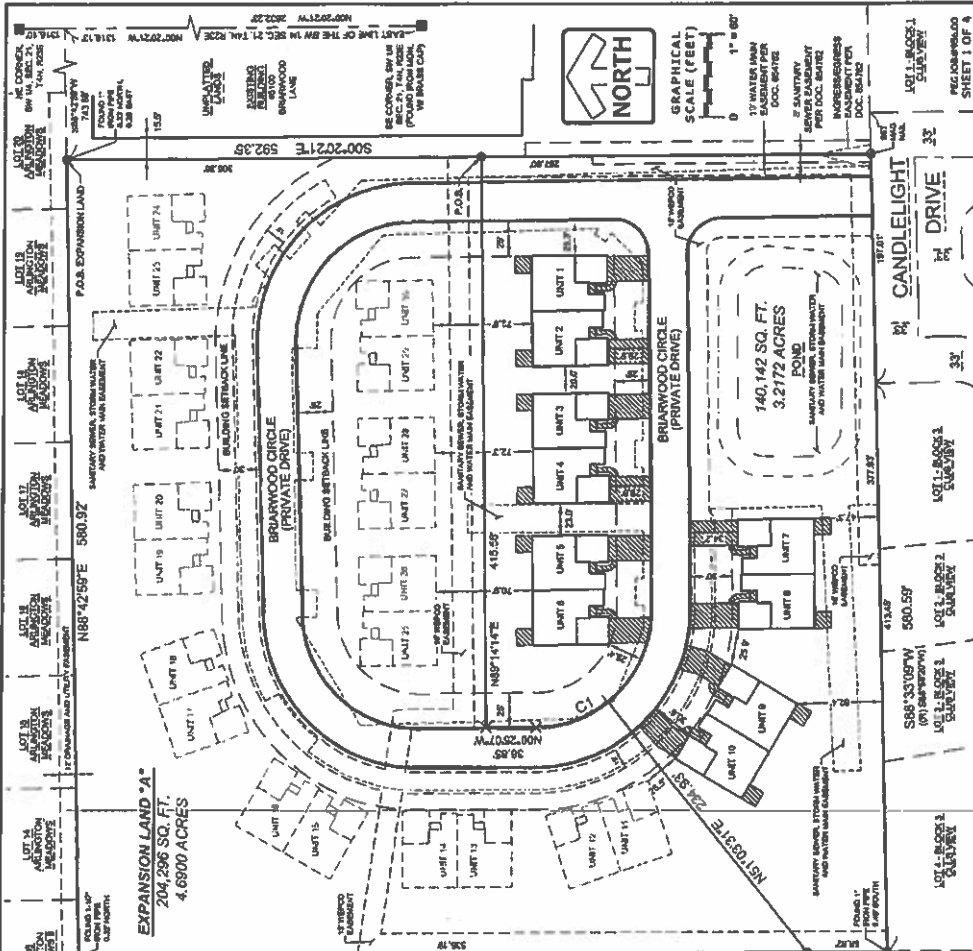
Prepared for:
Briarwood of Caledonia, LLC
8338 Corporate Drive, Suite 300
Racine, WI 53406

CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH	DS OF
C1	51.19'	83.00'	N10°09'49"W	50.00'	05.00'

NOTES:
1. The property line is not specified as a Limited Common Element or as a Unit but is considered a Common Element.
2. Colors, points, elevations, dates and dimensions, if any, are limited to the information provided on this plan and are not to be used for any other purpose.
3. The system of Limited Common Elements from this plan is intended to cover the entire portion of the delivery between the curb and the sidewalk.
4. All angular measurements have been made to the nearest one-hundredth of a foot.
5. All linear measurements have been made to the nearest one-hundredth of a foot.
6. The survey was conducted on the 15th day of September, 2021, at 10:00 AM.
7. The survey was conducted on the 15th day of September, 2021, at 10:00 AM.
8. The survey was conducted on the 15th day of September, 2021, at 10:00 AM.
9. The survey was conducted on the 15th day of September, 2021, at 10:00 AM.
10. The survey was conducted on the 15th day of September, 2021, at 10:00 AM.

DECLARANT:
Briarwood of Caledonia, LLC

This instrument drafted by John P. Konopacki, PLS (Registration No. 5-2461)
PINNACLE ENGINEERING GROUP

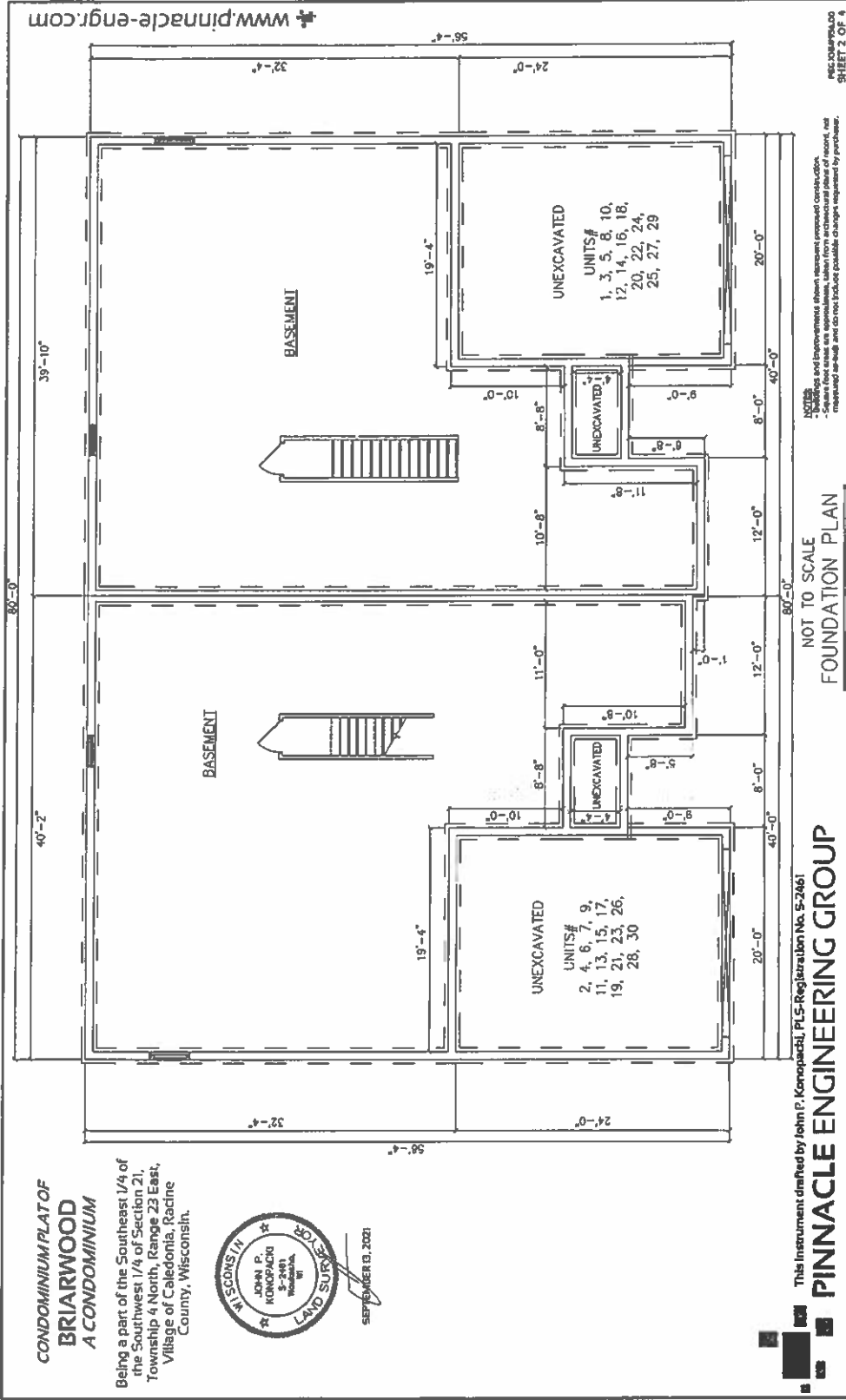


**CONDOMINIUM PLAT OF
BRIARWOOD
A CONDOMINIUM**

Being a part of the Southeast 1/4 of
the Southwest 1/4 of Section 21,
Township 4 North, Range 23 East,
Village of Caladonia, Racine
County, Wisconsin.



SEPTEMBER 8, 2021



This instrument drafted by John P. Konopacki, PLS-Registration No. 5-2461

PINNACLE ENGINEERING GROUP

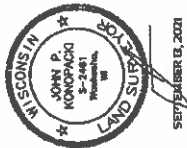
NOT TO SCALE
FOUNDATION PLAN

NOTES:
- Buildings and improvements shown represent proposed construction.
- Square foot areas are approximate. Taken from architectural plans of record, not registered as-built and do not reflect possible change required by purchaser.

PINNACLE
SHEET 2 OF 4

www.pinnacle-engr.com

Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.



SEPTEMBER 13, 2007

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2461

PINNACLE ENGINEERING GROUP

FLOOR PLAN
NOT TO SCALE

खोज

- Buildings and improvements shown represent proposed construction.
- Square foot areas are approximate, taken from architectural plans of existing, not measured as-built and do not include possible changes required by permit fees.

REC 108-9936.00
SHEET 3 OF 4

✚ www.pinnacle-engr.com

Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.



SEPTEMBER 13, 2021

Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Colcordia, Redina County, Wisconsin, described as follows:

Commencing at the southwest corner of the Southwest 21; thence North 09°20'21" West along the east line of said Southwest 14, 1318.13 feet; thence South 89°42'58" West and then along the north line of Certified Survey Map No. 1560 and then along the south line of Arlington Meadows, a second

Thence confining South 07°27'N East, 267.00 feet to the north line of C&D View, a recorded subdivision, thence South 89°33'W West along said line, 560.50 feet to the east line of Arlington Meadows II, a recorded subdivision, thence North 07°22'E East along said line, 59.82 feet to Point A, S1/4 Sec. 23A, 3rd T. 1 N., R. 1 E., S. 1 W. Westingbury, Maryland, then following the arc of said curve to the apex, whereon called is 85.00 feet and whereas said line, S1/4 Sec. 23A, 3rd T. 1 N., R. 1 E., S. 1 W. Westingbury, Maryland, thence North 09°23'W West, 38.35 feet thence North 09°04'W East, 415.56 feet to the Point of Beginning.

Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Calceola, Racine County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 21; thence North 09°02'21" West along the east line of said Southwest 1/4, 1516.13 feet thence South 85°42'37" West and then along the north line of Certified Survey Map No. 1000 and then along the south line of Arifigean Meadows, a recorded subdivision, 743.98 feet to the Point of Beginning.

Thames South 0070721* East, 308.35 Met From South, 89°14'42" West, 415.96 Met From South, 0070707* East, 34.65 Met to a point on a curve; France was mistakenly 37.13 Met along the arc of a solid curve to the left, whereas mine is 35.00 Met and crossed third beam South 19°49'15" East, 56.08 Met From South, 0070721* East, 254.91 Met to the east line of Arlington Meadows Mine, a recorded meanderline; France North 0070721* West, 254.91 Met along said east line, 055.19 Met to the south line of Arlington Meadows; a recorded meanderline; France North 0070721* East, 254.91 Met along said south line and then along the south line of the above-said Arlington Meadows, 560.02 Met to the Point of Separation.

Approved by the Village of Cicero on this _____ day of _____, 2021.

Order **Joan M. Hoefler, Village Clerk**

I do hereby certify that in accordance with the records in the Offices of the City Clerk and Finance Department of the Village of Calumet, there are no unpaid taxes or unpaid special assessments on any of the lands included in this Certificate. For this _____ day of _____, 2021.

Katherine Kavanagh, Visiting of Colorado's Executive Director

This Instrument drafted by John P. Komapachi, PLS-Registration No. 5-2461

PINNACLE ENGINEERING GROUP

Reviewed of California, U.C., a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as carrier, does hereby certify that said limited liability company caused the land described on this condominium plat to be surveyed and enclosed as recommended.

IN WITNESS WHEREOF, the said Board of Directors, LLC, has caused these presents to be signed by name: (print) _____ (Date) _____

_____ at _____ day of _____, 2021.

In the presence of: **Barwood of California, LLC**

Murray (Murray) + Tiller

STATE OF WISCONSIN

STATE OF WISCONSIN
COUNTY OF _____

Personally carried before me this _____ day of _____, 2021, (year) _____ of the above named limited liability company, to me known to be the persons who executed the foregoing instrument, and to me known to be the persons who executed the foregoing instrument of said limited liability company, and acknowledged that they executed the foregoing instrument as such officer on the dates of said limited liability, by his authority.

Military Publics
 Marine
 State of Wisconsin
 Air Conditioner Product
 Air Conditioner Product

_____, a composition duly organized, and adding unto and by virtue of the laws of the State of Wisconsin, mortgages of the above described land, does hereby consent to the surveying and mapping of the land described in the foregoing of John P. Managault, surveyor, and does hereby consent to the above certification of officers.

IN WITNESS WHEREOF, the said _____ has caused these presents to
be signed by _____, its _____ day of _____, 19____.

Date _____
STATE OF WISCONSIN

Personally came before me this _____ day of _____, 2021, to me known to be the person who executed the foregoing instrument and to me known to be such officer of said corporation and acknowledged the same.

Notary Public
Name: _____
State of Wisconsin
My Commission Expires: _____

EXHIBIT D

Legal Description - Expansion Area

Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, described as follows:

Commencing at the southeast corner of the Southwest 1/4 of said Section 21; thence North $00^{\circ}20'21''$ West along the east line of said Southwest 1/4, 1316.13 feet; thence South $88^{\circ}42'59''$ West and then along the north line of Certified Survey Map No. 1960 and then along the south line of Arlington Meadows, a recorded subdivision, 743.68 feet to the Point of Beginning:

Then South $00^{\circ}20'21''$ East, 305.35 feet; thence South $89^{\circ}14'14''$ West, 415.56 feet; thence South $00^{\circ}25'07''$ East, 36.85 feet to a point on a curve; thence southeasterly 57.15 feet along the arc of said curve to the left, whose radius is 85.00 feet and whose chord bears South $19^{\circ}40'48''$ East, 56.08 feet; thence South $51^{\circ}03'31''$ West, 234.93 feet to the east line of Arlington Meadows III, a recorded subdivision; thence North $00^{\circ}22'26''$ West along said east line, 535.19 feet to the south line of Arlington Meadows II, a recorded subdivision; thence North $88^{\circ}42'59''$ East along said south line and then along the south line of the aforesaid Arlington Meadows, 580.92 feet to the Point of Beginning.

BYLAWS OF BRIARWOOD OWNERS ASSOCIATION, INC.

ARTICLE I - PLAN OF UNIT OWNERSHIP

Section 1. Condominium Unit Ownership

Certain property located in the Village of Caledonia, Racine County, State of Wisconsin, ("Property") known as Briarwood, a Condominium, has been submitted to the provisions of the Wisconsin Condominium Ownership Act ("Act") by a Declaration of Condominium ("Declaration") recorded in the office of the Register of Deeds for Racine County, Wisconsin on the 28TH day of ~~FEBRUARY~~ 2022, as Document No. ~~2622087~~.

Section 2. Adoption of Bylaws / Definitions

These Bylaws are adopted as the Bylaws of Briarwood Owners Association, Inc. ("Association"), a Wisconsin Corporation organized under the Wisconsin Nonstock Corporation Law to serve as an association of unit owners under the Act. The provisions of these Bylaws apply to the Property and to the use and occupancy of this Property. The terms used in these Bylaws shall, unless the context or the Declaration requires otherwise, have the same meaning as the definitions contained in section 703.02 of the Act.

Section 3. Office and Mailing Address

The office and mailing address of the Association and of the Board of Directors of the Association ("Board of Directors") shall be located at 8338 Corporate Drive #300, Mount Pleasant, Wisconsin 53406.

ARTICLE II - BOARD OF DIRECTORS

Section 1. Number and Qualification

Until election of a new Board of Directors by unit owners, pursuant to Section 1 (c), Article III of these Bylaws, the Board of Directors shall consist of those persons named as directors in the Articles of Incorporation, or such other persons as the Declarant shall name to replace them, or those persons elected as provided in Section 1 (b), Article II of these Bylaws. Thereafter the Board of Directors shall be composed of three persons, each of whom shall be owners of units, fiduciary owners, members or employees of partnership owners, or officers, stockholders or employees of corporate owners, and one of whom may be the spouse of a unit owner or a mortgagee of a unit, a fiduciary mortgagee, a member or employee of a partnership mortgagee or an officer, stockholder or employee of a corporate mortgagee.

Section 2. Powers and Duties

The affairs of the Association and of the Property shall be governed by the Board of Directors. The Board of Directors shall have the powers and duties necessary for the administration

of the affairs of the Association and of the Property, except those powers and duties as by law or by the Declaration or by these Bylaws may not be delegated to the Board of Directors by the unit owners or have been specifically reserved by or to the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Act, the Declaration, these Bylaws, and the rules and regulations.

Section 3. Managing Agent and Manager

The Board of Directors may employ for the Property a managing agent at a compensation established by the Board of Directors to perform the duties and services as the Board of Directors shall authorize.

Section 4. Election and Term of Office

At the first annual meeting of the unit owners, the term of office of one member of the Board of Directors shall be fixed at three years, the term of office of one member of the Board of Directors shall be fixed at two years, and the term of office of one member of the Board of Directors shall be fixed at one year. At the expiration of the initial term of office of each member of the Board of Directors, a successor shall be elected to serve for a term of three years. The members of the Board of Directors shall hold office until their respective successors shall have been elected by the unit owners.

Section 5. Removal of Board Members

At any regular or special meeting of unit owners, any one or more of the members of the Board of Directors may be removed with or without cause by a majority of the authorized votes of all unit owners, and a successor may be elected to fill the vacancy created. Any member of the Board of Directors whose removal has been proposed by the unit owners shall be given an opportunity to be heard at the meeting.

Section 6. Vacancies

Vacancies in the Board of Directors caused by any reason other than the removal of a member by a vote of the unit owners, shall be filled by a vote of a majority of the remaining members at a special meeting of the Board of Directors held for the purpose promptly after the occurrence of the vacancy even though the members present at the meeting may be less than a quorum, and each person so elected shall be a member of the Board of Directors for the remainder of the term of the member so removed and until a successor is elected at the next annual meeting of the unit owners.

Section 7. Organizational Meeting

The first meeting of the members of the Board of Directors following the first annual meeting of the unit owners shall be held within ten days after the annual meeting, at a time and place fixed

Section 13. Compensation

No member of the Board of Directors shall receive any compensation from the Association for acting as a Director.

Section 14. Liability of the Board of Directors

The members of the Board of Directors shall not be liable to the unit owners for any mistake of judgment, failure to adhere to the provisions of the Declaration or these Bylaws, negligence or otherwise, except for their own individual willful misconduct or bad faith. The unit owners shall indemnify and hold harmless each member of the Board of Directors against all contractual liability to others arising out of contracts made by the Board of Directors on behalf of the Association unless any contract shall have been made in bad faith. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association. It is also intended that the liability of the unit owners arising out of any contract made by the Board of Directors or out of the indemnity in favor of the members of the Board of Directors shall be shared equally by all of the unit owners, and the liability of any single unit owner shall be limited to an equal proportionate share of the total liability. At the option of the Board of Directors, Directors liability insurance may be obtained and shall be paid for as a common expense.

Section 15. Informal Action

Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Directors entitled to vote with respect to the subject matter. The consent shall have the same force and effect as a unanimous vote.

ARTICLE III - UNIT OWNERS

Section 1. Annual Meetings

(a) Until the first annual meeting of the unit owners as described below, until the declarant designates otherwise, or until the unit owners elect a member of the Board of Directors pursuant to this section prior to the first annual meeting of the unit owners, the initial Board of Directors named in the Articles of Incorporation of the Association shall serve as the Board of Directors.

(b) Prior to the conveyance of 25% of the undivided percentage interest in the common elements, the declarant shall call a meeting of the unit owners. At such meeting one of the designees of the declarant on the Board of Directors shall resign, and the unit owners other than the declarant shall elect a successor by vote of a majority of those unit owners. Prior to the conveyance of 50% of the undivided percentage interest in the common elements, the declarant shall call a similar meeting, if necessary, to provide for any additional resignations and elections required in order that unit owners other than the declarant shall have elected one-third of the total directors. Any successor shall serve until the first annual meeting of the unit owners. If the successor shall resign prior to the first annual meeting of the unit owners, a successor shall be elected in the same manner.

(c) Thirty days after 75% of the undivided percentage interest in the common elements shall have been sold and conveyed by the declarant or such earlier time as determined by the declarant, the declarant shall call the first annual meeting of the unit owners. At this meeting the designees of the declarant and any other members of the Board of Directors elected by the unit owners shall resign as members of the Board of Directors, and all the unit owners, including the declarant, shall elect a new Board of Directors. Thereafter the annual meeting of the unit owners shall be held on the second Monday of January of each succeeding year. At such meetings the Board of Directors shall be elected by ballot of the unit owners in accordance with the requirements of Section 4 of Article II of these Bylaws. The unit owners may transact other business at the meetings as may properly come before them.

Section 2. Place of Meetings

Meetings of the unit owners shall be held at the principal office of the Association or at any other suitable place convenient to the unit owners as may be designated by the Board of Directors.

Section 3. Special Meetings

It shall be the duty of the President to call a special meeting of the unit owners if so directed by resolution of the Board of Directors or upon a petition signed and presented to the Secretary by unit owners having 25% of the total authorized votes of all owners. The notice of any special meeting shall state the time, place and purpose of the meeting. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. Notice of Meetings

The Secretary shall mail to each unit owner of record or cause to be delivered to each unit owner a notice of each annual or special meeting of the unit owners, at least 10 but not more than 20 days prior to the meeting, stating the purpose of the meeting as well as the time and place where it is to be held.

Section 5. Adjournment of Meetings

Any meeting of unit owners at which a quorum has or has not attended may be adjourned at the option of the unit owners by vote of a majority of the authorized votes of the unit owners who are present, either in person or by proxy, at the meeting.

Section 6. Title to Units

Title in units may be taken in the name of an individual or in the names of two or more persons in any form recognized by the Statutes of the State of Wisconsin, in the name of a corporation, partnership, limited liability company, limited liability partnership or in the name of a fiduciary.

Section 7. Voting

Each residential unit owner shall furnish the Association with the owner's name and current mailing address. No residential unit owner may vote at meetings of the Association until this information is furnished. The owner or owners of each residential unit, or some person designated by the owner or owners to act as proxy and who need not be an owner, shall be entitled to cast the vote belonging to the unit at all meetings of unit owners. The designation of any proxy shall be made in writing to the Secretary, and shall be revocable at any time by written notice to the Secretary by the owner or owners so designating. Any proxy shall be effective only for a maximum period of 180 days following its issuance unless granted to a mortgagee, land contract vendor or lessee of a unit. Each residential unit owner (including the declarant and the Board of Directors, if the declarant, or the Board of Directors or its designee, shall then hold title to one or more units) shall be entitled to cast at all meetings of the unit owners the vote belonging to each unit owned. Where ownership is in the name of two or more persons, the vote may be cast by any one joint owner; provided, however, that if any joint owner protests promptly the casting of the vote to the person presiding over the meeting or files a written statement with the Secretary stating that thereafter the vote must be cast prorata in accordance with each joint owner's interest in the unit, then the vote shall thereafter be cast prorata by all joint owners in accordance with their interests in the unit. Where a unit is leased the lessor shall be entitled to vote the vote belonging to the unit (where there are two or more lessors, they shall be considered joint owners). Where the unit is sold under a land contract, the land contract vendee shall be entitled to vote the vote for that unit (where there are two or more vendees, they shall be considered joint owners.) Notwithstanding the provisions of this section, if the Association has recorded a statement of condominium lien on a unit and the amount necessary to release the lien has not been paid at the time of the meeting, this unit owner may not vote at the meeting.

Section 8. Majority of Unit Owners

As used in these Bylaws, the term "majority of unit owners" shall mean those residential unit owners having more than 50% of the authorized votes of all residential unit owners present in person or by proxy and voting at any meeting of the unit owners, determined in accordance with the provisions of Section 7 of this Article III.

Section 9. Quorum

Except as otherwise provided in these Bylaws, the presence in person or by proxy of unit owners having 33-1/3% of the total authorized votes of all unit owners shall constitute a quorum at all meetings of the unit owners.

Section 10. Majority Vote

The vote of a majority of residential unit owners at a meeting at which a quorum shall be present shall be binding upon all unit owners for all purposes except where a higher percentage vote is required by law, by the Declaration or by these Bylaws.

Section 11. Action by Unanimous Consent

Any action required to be taken or which may be taken at a meeting of unit owners may be taken without a meeting if a consent in writing setting forth the action taken shall be signed by all unit owners entitled to vote. The signature required in each instance shall be that person who is then entitled to cast the vote for a unit. All such consent resolutions shall have the same force and effect as a unanimous vote.

Section 12. Membership

(a) All unit owners shall be members of the Association. This is not intended to include persons who hold an interest in a unit merely as security for the performance of an obligation. Land contract vendors shall not be members; land contract vendees shall be members. Membership shall belong to and may not be separated from ownership of any unit.

(b) Initial membership in the Association shall be established by the recording of the Declaration in the office of the Register of Deeds for Racine County, Wisconsin. Transfer of membership in the Association shall be established by the recording in the office of the Register of Deeds for Racine County, Wisconsin of a deed or other instrument establishing a change of record title to a unit or the recording in that office of a land contract. A certified copy of the instrument of conveyance or the land contract shall be delivered to the Association by the transferee or vendee. The transferee or vendee designated by the instrument or land contract shall then become a member of the Association, and the membership of the prior owner or vendor shall then be terminated. Until delivery, the transferee or vendee shall not be entitled to vote as a member of the Association and shall not be entitled to notice of meetings of unit owners. The Association shall maintain a current roster of names and addresses of every unit owner to whom notice of meetings of the Association must be sent.

ARTICLE IV - OFFICERS

Section 1. Designation, Election and Removal

The principal officers of the Association shall be the President, the Vice President, the Secretary and the Treasurer, all of whom shall be elected annually by the Board of Directors. The Board of Directors may appoint such other officers as in its judgment may be necessary. The President and Vice President must be members of the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President. Any officer may with or without cause, be removed by the Board of Directors, and a successor selected, by majority vote of the members of the Board of Directors, at any regular meeting of the Board of Directors, or at any special meeting called for that purpose.

Section 2. President

The President shall be the chief executive officer of the Association. He shall preside at all meetings of the unit owners and of the Board of Directors. He shall have all of the general powers

and duties of the President of a stock corporation organized under the Wisconsin Business Corporation Law, including, but not limited to, the power to appoint unit owners to any committee which is established under these Bylaws.

Section 3. Vice President

The Vice President shall take the place of, and perform the duties of, the President whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board of Directors to act in the place of the President on an interim basis. The Vice President shall also perform such other duties as shall from time to time be requested by the Board of Directors or by the President.

Section 4. Secretary

The Secretary shall keep the minutes of all meetings of the unit owners and of the Board of Directors, have charge of such books and papers as the Board of Directors may direct, and shall, in general, perform all the duties of the Secretary of a stock corporation organized under the Wisconsin Business Corporation Law. The Secretary shall count the votes at meetings of the Association.

Section 5. Treasurer

The Treasurer shall be responsible for Association funds and securities and for keeping full and accurate financial records and books of account showing all receipts and disbursements and for the preparation of all required financial statements. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name of the Association in such depositories as may from time to time be designated by the Board of Directors, and shall, in general, perform all the duties of Treasurer of a stock corporation organized under the Wisconsin Business Corporation Law.

Section 6. Agreements, Contracts, Deeds, Checks

All agreements, contracts, deeds, leases, checks and other instruments of the Association may be executed by any two officers or by such other person or persons as may be designated by the Board of Directors.

Section 7. Compensation of Officers

No officer shall receive any compensation from the Association for acting as an officer.

ARTICLE V - OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses

The Board of Directors shall, at least annually, prepare a budget for the Property, determine the amount of the common expenses for the forthcoming year and allocate and assess the common expenses against the unit owners according to their respective undivided percentage interests in the

common elements as described in the Declaration. The assessment for common expenses for the entire year shall be effective as of January 1 of each year but shall be payable at such time or times as the Board of Directors shall determine. The common expenses shall include, among other things, the cost of all insurance premiums on all policies of insurance required to be or which have been obtained by the Board of Directors pursuant to the provisions of Section 2 of this Article V. The common expenses may also include such amounts as the Board of Directors may deem proper for the operation and maintenance of the Property, including without limitation, an amount for working capital, for a general operating reserve, for a reserve fund for replacement, and for making up any deficit in the common expenses for any prior year. The initial contribution to the working capital fund is not refundable to, or assignable by, the unit owner. The common expenses may also include such amounts as may be required for the purchase or lease by the Board of Directors or its designee, corporate or otherwise, on behalf of all unit owners, of any unit whose owner has contracted to sell or lease such unit to the Board of Directors, or of a unit which is being sold at a foreclosure or other judicial sale. The Board of Directors shall advise each unit owner in writing of the amount of common expenses payable by the unit owner, and shall furnish to all unit owners a copy of each budget on which the common expenses are based.

Section 2. Insurance

The Board of Directors shall obtain and maintain, to the extent obtainable, fire insurance with extended coverage, vandalism and malicious mischief endorsements, insuring all buildings (including all of the units and the bathroom and kitchen cabinets and fixtures initially installed by the declarant, but not including furniture, furnishings or other personal property supplied or installed by unit owners), together with all heating and air-conditioning equipment and other service machinery contained in the units, and all limited common elements. The insurance shall cover the Property and shall name as insureds the Association, and all unit owners and their mortgagees, as their interests may appear, in an amount equal to not less than the replacement value of the buildings and other improvements, without deduction for depreciation. Each policy shall provide that proceeds shall be payable to the Association or the insurance trustee as provided in these Bylaws as trustee for all unit owners and their mortgagees or land contract vendors as their interests may appear. All such policies shall provide that adjustment of loss shall be made by the Association, and that the net insurance proceeds, if \$10,000.00 or less, shall be payable to the Association, and if more than \$10,000.00, shall be payable to the insurance trustee. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or of invalidity arising from any acts of the insured, and shall provide that the policies may not be canceled or substantially modified without at least ten days prior written notice to all of the insureds. Prior to obtaining any policy of fire insurance or any renewal of the policy, the Association shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings including all of the units and all of the common and limited common elements without deduction for depreciation, for the purpose of determining the amount of fire insurance to be purchased. The Board of Directors shall also obtain and maintain, to the extent obtainable, public liability insurance in such limits as the Association may from time to time determine, covering each member of the Board of Directors, the managing agent, the manager, and each unit owner, and appropriate fidelity bond coverage for any person handling Association funds. The public liability coverage shall also cover cross liability claims of one insured against another. The Board of Directors shall review the insurance limits at least once each year. Until the first meeting of the Board of Directors following

paying out of the share of each unit owner, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each unit owner.

(c) In the event the Property is destroyed or damaged in an amount in excess of \$10,000.00 and the insurance proceeds together with an amount not exceeding \$10,000.00, are sufficient to complete repair or reconstruction, the Board of Directors is authorized and shall arrange for the repair or reconstruction in accordance with paragraph (a) of Section 3, Article V. By acceptance of the deed to a unit, each unit owner shall be deemed to have consented to this authorization and direction for repair and reconstruction. The authorization and direction shall be deemed continuous action by the Association by unanimous consent pursuant to Section 11, Article III of these Bylaws and shall constitute the determination by the unit owners and the Association to repair or reconstruct as required by the Act. If, notwithstanding the foregoing provisions, a determination is submitted to the vote of the unit owners, then the affirmative vote of one unit owner shall be sufficient to determine to repair or reconstruct.

Section 4. Payment of Common Expenses

All owners shall pay the common expenses assessed by the Board of Directors pursuant to the provisions of Section 1 of this Article at such times as the Board of Directors shall determine. A late charge of up to \$20.00 may be imposed by the Board of Directors against a unit owner if any balance in common expenses remains unpaid by the 10th day of the month when due. In addition to any late charge, unpaid common expenses shall accrue interest at the rate of one and one-half percent (1-1/2%) per month until paid. No unit owner shall be liable for the payment of any part of the common expenses assessed against the unit after a sale, transfer or other conveyance of the unit by the owner (made in accordance with the provisions of Section 1, Article VII of these Bylaws). A purchaser of a unit shall be liable for the payment of common expenses assessed against the unit before the acquisition by the purchaser of the unit, except that if the Association or Board of Directors furnishes a statement pursuant to the Act, the liability shall be limited to the amount set forth in the statement. Each unit owner shall be obligated to pay common expenses under these Bylaws notwithstanding the fact that the unit owner may have a pending dispute with the Association or the Board of Directors on any matter.

Section 5. Collection of Assessments

The Board of Directors shall assess common expenses against the unit owners from time to time and at least annually and shall take prompt action to collect from a unit owner any assessment due which remains unpaid by the unit owner for more than 30 days from the due date for its payment.

Section 6. Default in Payment of Common Expenses

In the event of default by any unit owner in paying to the Board of Directors the assessed common expenses, the unit owner shall be obligated to pay interest at the highest rate permitted by law per year on the common expenses from the due date, together with all expenses, including attorney's fees, incurred by the Board of Directors in any proceeding brought to collect the unpaid common expenses. The Board of Directors shall have the right and duty to attempt to recover the common expenses, together with interest, and the expenses of the proceedings, including attorney's

fees, in an action brought against the unit owner, or by foreclosure of the lien on the unit granted by the Act. The Board of Directors shall also have the right to prohibit a unit owner from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the unit, and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 7. Foreclosure of Liens / Collection of Delinquent Fees

The Board of Directors, acting on behalf of all unit owners, shall have power to purchase the unit at the foreclosure sale and to acquire, hold, lease, mortgage, vote the votes belonging to, convey or otherwise deal with the unit after purchase. A suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the amount due.

Section 8. Statement of Common Expenses

Upon receipt of a written request from a unit owner or his agent, the Board of Directors shall provide a written statement of the unit owner's unpaid common expenses within a reasonable time.

Section 9. Abatement and Enjoining of Violations

The violation of any rule or regulation adopted by the Board of Directors, or the breach of any Bylaw, or the breach of any provision of the Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws: (a) to enter the unit in which the violation or breach exists and to abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist in the unit contrary to the intent and meaning of the provisions of this Section. The Board of Directors shall not be deemed guilty in any manner of trespass in so acting; or (b) to enjoin, abate or remedy the thing or condition by appropriate legal proceedings.

Section 10. Reserved For Future Use

Section 11. Maintenance and Repair

(a) Subject to the limitations in Section 13 of this Article V, all maintenance and repairs to any unit and the components of the unit (including replacement of window panes and glass doors, if any), structural or nonstructural, ordinary or extraordinary shall be made by the owner of the unit. All plumbing fixtures shall be maintained by the unit owner making use of such fixtures and each unit owner shall be responsible for removal of blockages in the sewer pipes which serve that owner's unit. Each unit owner shall be responsible for all damages to any other unit and to the common and limited common elements resulting from the unit owner's negligence, misuse or misconduct.

(b) All maintenance, repairs and replacements to the common and limited common elements, other than the plumbing maintenance specifically referred to in Section 11(a), shall be made by the Board of Directors and be charged to all the unit owners as a common expense. In the event that

maintenance, repairs or replacements are necessitated by the negligence, misuse or misconduct of a unit owner, all such expenses shall be charged to that unit owner.

Section 12. Use of Property

In order to provide for congenial occupancy of the Property and for the protection of the values of the units, the use of the property shall be subject to the following limitations:

(a) The residential units shall be used for residential purposes only. The garages shall not be used for any purpose other than as a garage.

(b) The common and limited common elements shall be used only for the purposes for which they are reasonably suited and which are incidental to the use and occupancy of units provided, however, that one or more unit owners may reserve the common elements for a temporary special use with the permission of the Board of Directors.

(c) No nuisances shall be allowed on the Property, nor shall any use or practice be allowed which is a source of annoyance to its residents or which interferes with the peaceful possession or proper use of the Property by its residents.

(d) No immoral, improper, offensive or unlawful use shall be made of the Property, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction over the Property shall be followed. Compliance shall be accomplished at the sole expense of the unit owners or the Board of Directors, whichever shall have the obligation to maintain or repair the affected portion of the Property.

(e) A unit owner shall not place any furniture or other personal property in the common elements unless permitted by the Board of Directors. A unit owner shall place only those items on the patio, balcony, or parking space assigned to the unit as approved by the rules and regulations adopted by the Board of Directors. The unit owner shall not park or store any vehicle, other than vehicles which may be licensed as automobiles in the State of Wisconsin, or perform any repair work of any sort upon any type of vehicles (except in the case of an emergency) on any part of the common elements or limited common elements, including but not limited to outside parking areas.

(f) No animals, livestock or poultry of any kind used or intended to be used for commercial purposes shall be raised, bred, or kept on the property. Dogs, cats and other household pets may be kept by the unit owners in the living area of their respective units, limitations on the size of pets may be imposed by the Board of Directors. All pets shall be carried or kept on a leash at all times when not in the units. No pets shall be permitted to cause a nuisance or unreasonable disturbance. Any pet which causes such a nuisance or disturbance to a unit owner shall be permanently removed from the unit at the order of the Board of Directors. All unit owners and occupants shall promptly and regularly clean up the excrement of their pets.

(g) No signs, including but not limited to signs advertising sale or rental of units, shall be allowed in the common elements, limited common elements, or units, except as specifically authorized by the Board of Directors and except as provided in Section 11B of the Declaration.

Section 13. Additions, Alterations or Improvements by the Board of Directors

Whenever in the judgment of the Board of Directors the common and limited common elements require additions, alterations or improvements costing in excess of \$10,000.00 and the making of the additions, alterations or improvements have been approved by a majority of unit owners, the Board of Directors shall proceed with the additions, alterations or improvements and shall assess all unit owners for the cost as a common expense. Any additions, alterations or improvements costing \$10,000.00 or less may be made by the Board of Directors without approval of the unit owners, and the cost shall constitute a common expense.

Section 14. Additions, Alterations or Improvements by Unit Owners

A unit owner may make additions, improvements or alterations within the unit which do not impair the structural integrity or lessen the support of any portion of the Property. No unit owner shall make any change in, nor affix anything to, the exterior of the building containing the unit or of any portion of the Property. No unit owner may alter any exterior door, window or exterior light fixture without the prior written consent of the Board of Directors. The Board of Directors shall not be liable to any contractor, subcontractor or materialman or to any person sustaining personal injury or property damage, for any claim arising in connection with the additions, alterations or improvements. The provisions of this section shall not apply to units owned by the Declarant until such units have been conveyed by the Declarant.

Section 15. Rules of Conduct

Rules and regulations concerning the use of the units and the common and limited common elements may be made and amended by the Declarant for periods prior to the first meeting of members, and thereafter by the Board of Directors with the approval of a majority of residential unit owners. Copies of the rules and regulations shall be furnished by the Board of Directors to each unit owner prior to their effective date.

Section 16. Water and Sewer Charges

Municipal sanitary sewer service and water service will be supplied to all of the units. Charges for sanitary sewer service and water charges will be separately metered for each Unit.

Section 17. Electricity

Electricity required to service the units and the common elements is supplied by the public utility companies serving the area. The Board of Directors shall pay the bills for all electricity consumed or used in or for the common elements as a common expense. Electricity is separately

metered for each unit. Each unit owner shall pay the bills for electricity consumed or used in or for that owner's unit including electricity used in conjunction with the limited common element(s) associated with the unit.

Section 18. Right of Access

Each unit owner shall grant a right of access to the unit to the manager, the managing agent and any other person authorized by the Board of Directors, the manager or the managing agent to make inspections, to correct any condition originating in the unit and threatening another unit or the common or limited common elements, to install, alter or repair mechanical or electrical services or other common or limited common elements in the unit or elsewhere in the building. Requests for entry shall be made in advance, and entry shall be scheduled for a time reasonably convenient to the unit owner. Provided, in case of an emergency, the right of entry shall be immediate, whether the unit owner is present at the time or not.

ARTICLE VI - MORTGAGES

Section 1. Mortgage of Units

Each unit may be separately mortgaged.

Section 2. Notice to Board of Directors

A unit owner who mortgages a unit shall notify the Board of Directors of the name and address of the mortgagee.

Section 3. Notice of Unpaid Common Expenses

The Board of Directors, whenever so requested in writing by a mortgagee of a unit, shall promptly report any unpaid common expenses or other default by the owner of the mortgaged unit.

Section 4. Notice of Default

The Board of Directors, when giving notice to a unit owner of a default in paying common expenses or other default, shall send a copy of the notice to each holder of a mortgage covering the unit whose name and address have previously been furnished to the Board of Directors.

Section 5. Examination of Books

Each unit owner and each mortgagee of a unit shall be permitted to examine the books of account of the Association at reasonable times, on business days, but not more often than once a month.

Section 6. Land Contracts

For purposes of these Bylaws, land contract vendors and vendees shall have the same rights as mortgagees and mortgagors, respectively.

ARTICLE VII - SALES AND LEASES OF UNITS

Section 1. Sales and Leases

Unit owners may sell or lease their units or any interest in the units provided the provisions of this Article are followed. A unit owner's sale of the unit shall include the sale of (a) the undivided percentage interest in the common and limited common elements belonging to the unit; (b) the interest of the unit owner in any units previously acquired by the Association, or its designee, on behalf of all unit owners, or the proceeds of the sale or lease of those units, if any; and (c) the interest of the unit owner in any other assets of the Association.

Section 2. No Severance of Ownership

No unit owner shall execute any deed, mortgage or other instrument conveying or mortgaging title to a unit without including the interests described in Section 1 of this Article VII and the garage space associated with the unit; it being the intention to prevent any severance of the combined ownership. Any deed, mortgage or other instrument purporting to affect one or more of these interests, without including all interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described. No part of these interests of any unit may be sold, transferred or otherwise disposed of, except as a part of a sale, transfer or other disposition of the unit to which the interests belong, or as part of a sale, transfer or other disposition of that part of these interests belonging to all units.

Section 3. Financing of Purchase of Units by Association

Acquisition of units by the Association or its designee, on behalf of all unit owners, may be made from the working capital and assessments for common expenses possessed by the Board of Directors, or if those funds are insufficient, the Association may borrow money to finance the acquisition of the unit; provided, however, that no financing may be secured by an encumbrance or hypothecation of any property other than the unit so to be acquired by the Association. Title to any real or personal property acquired by the Association shall be taken in the name of the Association. The Association shall borrow money, and acquire and convey property in the same manner as corporations formed under Chapter 181, Wisconsin Statutes.

**Section 4. Waiver of Right of Partition With Respect to Units
Acquired by Association**

In the event that a unit shall be acquired by the Association or its designee, on behalf of all unit owners as tenants in common, all unit owners shall be deemed to have waived all rights of partition with respect to the unit.

Section 5. Rental

Unit owners may rent their units by written lease to whomever and on whatever terms and conditions as they so desire provided the Association is given notice of the name and permanent address of the tenants and of the unit owner and further provided that the lease specifically obligates the tenants to abide by the Declaration, these Bylaws and the rules and regulations.

Section 6. Payment of Assessments

No unit owner shall be permitted to convey, mortgage, pledge, hypothecate, sell or lease a unit unless and until the unit owner shall have paid in full to the Association all unpaid common expenses previously assessed by the Board of Directors against the unit.

ARTICLE VIII - CONDEMNATION

Section 1. Common Elements

In the event of a taking in condemnation or by eminent domain of part or all of the common elements of the Property, the award made for the taking shall be payable to the Association if the award amounts to \$10,000.00 or less, otherwise it shall be payable to the insurance trustee. The Association shall promptly undertake to restore the common elements. The proceeds of the award shall be disbursed to effect the restoration, and any costs in excess of the award shall be a common expense. The Board of Directors shall effect the restoration in accordance with paragraph (a) of Section 3, Article V of these Bylaws.

Section 2. Units

In the event of a taking in condemnation or by eminent domain of any of the units, the Association by vote of a majority of unit owners of the Condominium within 90 days of payment of the award (or other payment if conveyed in lieu of the taking) shall determine whether to proceed with repair or reconstruction. If the Association determines to repair or reconstruct, the Board of Directors shall effect the repair or reconstruction in accordance with paragraph (a) of Section 3, Article V of these Bylaws. Any cost of repair or reconstruction in excess of the award shall be a common expense. If the Association determines not to repair or reconstruct or fails to vote within the 90 day period, the entire net proceeds shall be disbursed to those unit owners whose units have been taken in proportion to the percentage of interest in the common elements belonging to their respective units. If any unit owner is in default in paying common expenses, the amount of the common expenses shall be deducted from that owner's share of the proceeds. Upon receipt of the share of the proceeds, each unit owner shall execute a release, in form satisfactory to the Association, of that owner's undivided percentage interest in the common elements and shall thereafter no longer be considered a unit owner. The interests of the remaining unit owners in the common elements shall be recomputed by the Board of Directors, whose decision shall be final, to reflect the releases. The unit owner's rights to a share of the proceeds shall be subject to rights of all holders of liens on the unit.

ARTICLE IX - RECORDS

Section 1. Records and Reports

The Board of Directors shall keep detailed records of the actions of the Association and the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the unit owners, and financial records, and books of account of the Association. A written report summarizing all receipts and expenditures of the Association shall be rendered by the Board of Directors to all unit owners at least semiannually. In addition, an annual report of the receipts and expenditures of the Association, prepared by an independent certified public accountant (which report need not be certified), shall be rendered by the Board of Directors to all unit owners and to all mortgagees of units who have requested it within a reasonable time after the end of each fiscal year.

ARTICLE X - MISCELLANEOUS

Section 1. Notices

All notices to the Board of Directors or the Association shall be sent by registered or certified mail to the office of the Board of Directors or to such other address as the Board of Directors may hereafter designate from time to time. Except when delivered in person, all notices to any unit owner shall be mailed or hand delivered to the unit or to such other address as may have been designated by the owner from time to time, in writing, to the Board of Directors. All notices to mortgagees of units shall be mailed or hand delivered to their respective addresses, as designated by the unit owners to the Board of Directors. All notices shall be deemed to have been given when mailed, except notices of change of address which shall be deemed to have been given when received. Notices to the unit owners or their mortgagees need not be mailed by registered or certified mail.

Section 2. Invalidity

The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions

The captions in these Bylaws are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of these Bylaws or the intent of any provision of these Bylaws.

Section 4. Singular - Plural

The use of the singular in these Bylaws shall be deemed to include the plural, whenever the context so requires.

Section 5. Waiver

No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure of enforcement, regardless of the number of violations or breaches which may occur.

Section 6. Insurance Trustee

The insurance trustee shall be a bank in the State of Wisconsin, designated by the Board of Directors and have a capital, surplus and undivided profits of \$500,000.00 or more. The Board of Directors shall pay the fees and disbursements of any insurance trustee, and the fees and disbursements shall constitute a common expense.

Section 7. Limitation on Enforcement

No bylaw or rule adopted under a bylaw 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. 101.22, Wis. Stats. as amended.

ARTICLE XI - CONFLICTS

Section 1. Control of Conflicts

These Bylaws are set forth to comply with the requirements of the Act. In case any of these Bylaws conflict with the provisions of the Act, the provisions of the Act shall control. In case any of these Bylaws conflict with the provisions of the Declaration or Articles of Incorporation, the Declaration or Articles of Incorporation, as applicable, shall control.

ARTICLE XII - FISCAL YEAR

Section 1. Adoption of 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.

ARTICLE XIII - AMENDMENTS TO BYLAWS

Section 1. Amendments to Bylaws

These Bylaws may be modified or amended by vote of at least 67% of the authorized votes of all unit owners, which vote shall be taken at a meeting of unit owners duly held for that purpose.

Section 2. Rights of Declarant

No amendment of these Bylaws shall alter or abrogate the rights of Declarant as contained in these Bylaws. Notwithstanding the provisions of Article V - Section I of these Bylaws, or any other provision contained herein with respect to the assessment or collection of assessments or fees by the Association, the Declarant's liability with respect to payment of common expenses shall be limited as specified in the Declaration.