

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

Pages: 24

Document Number

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

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.

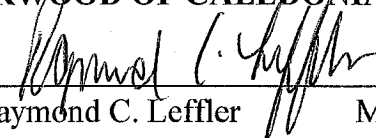
E. To the extent that the Village of Caledonia performs any maintenance or repair activities within the Condominium, the Association shall be liable for any costs which may be incurred by the Village, which the Village may recover as special assessments or special charges under Wisconsin Statutes Section 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

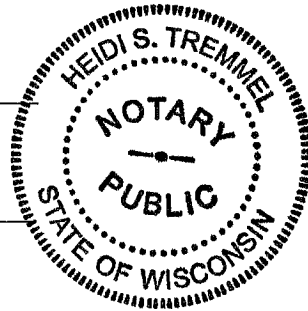
By: 
Raymond C. Leffler Member

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

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 $00^{\circ}20'21''$ 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; thence South $00^{\circ}20'21''$ East, 305.35 feet to the Point of Beginning;

Thence continuing South $00^{\circ}20'21''$ East, 287.00 feet to the north line of Club View, a recorded subdivision; thence South $88^{\circ}33'09''$ West along said north line, 580.59 feet to the east line of Arlington Meadows III, a recorded subdivision; thence North $00^{\circ}22'26''$ West along said east line, 58.82 feet; thence North $51^{\circ}03'31''$ 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 $19^{\circ}40'48''$ East, 56.08 feet; thence North $00^{\circ}25'07''$ West, 36.85 feet; thence North $89^{\circ}14'14''$ East, 415.56 feet to the Point of Beginning.

REV. 2/17/22

EXHIBIT C

Condominium Plat / Floor Plans

EXHIBIT C

CONDOMINIUM PLAT OF
BRIARWOOD
 A CONDOMINIUM

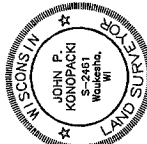
Being a part of the Southeast 1/4 of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin.

SURVEYOR'S CERTIFICATE

STATE OF WISCONSIN
 WAUKESHA COUNTY) 55

I, John P. Konopacki, Professional Land Surveyor, do hereby certify that I have surveyed and mapped the above described plat of Briarwood, a condominium, and that the identification and location of each unit and the common elements can be determined from this plat.

SIGNED: *[Signature]* JOHN P. KONOPACKI, PROFESSIONAL LAND SURVEYOR S. 2461
 SEPTEMBER 13, 2021



REGISTERED DESIGNER

Prepared by:
PINNACLE ENGINEERING GROUP
 20725 WATERTOWN ROAD | SUITE 100
 BROOKFIELD, WI 53188
 OFFICE: (262) 754-8888

Prepared for:
 Briarwood of Caledonia, LLC
 8338 Corporate Drive, Suite 300
 Racine, WI 53405

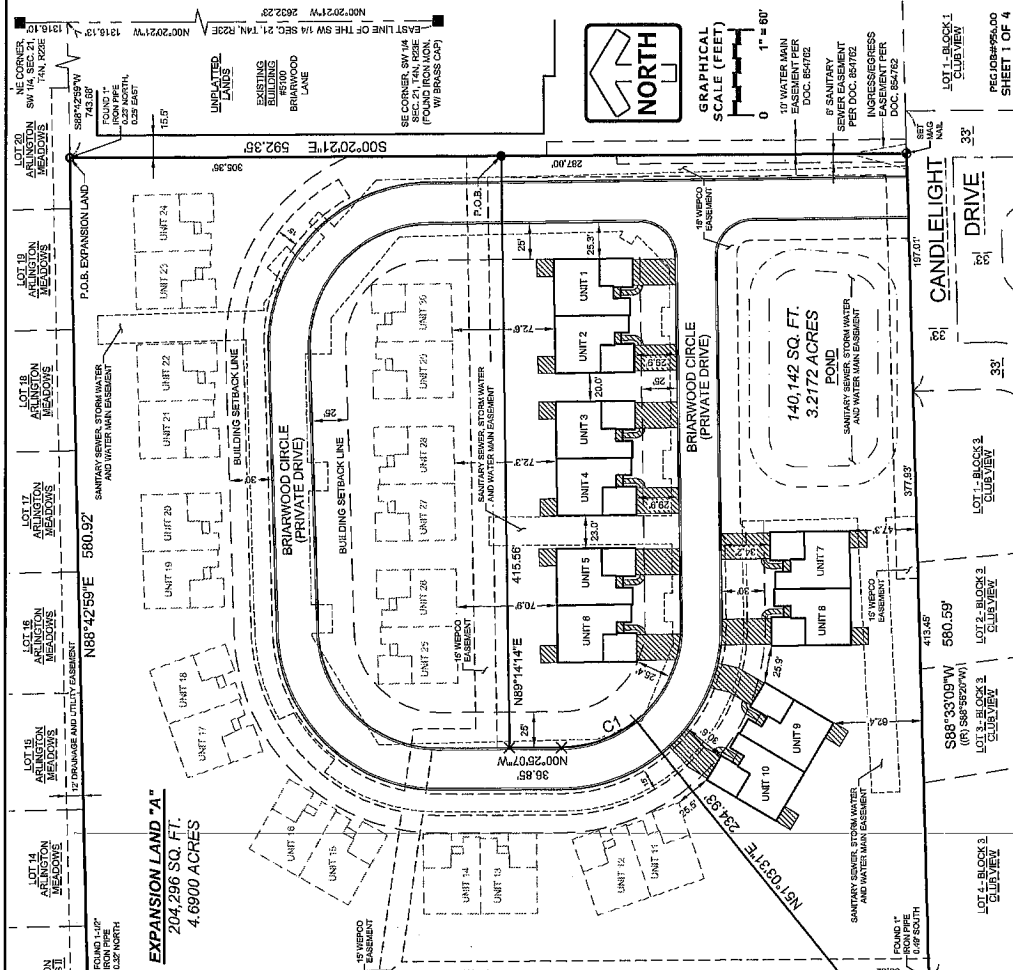
CURVE NO.	LENGTH	RADIUS	CHORD BEARING	CHORD LENGTH
C1	57.45'	85.00'	N19°40'45"W	86.08'

- NOTES:
- All portions of the property that are not specifically as Limited Common Elements are intended to be General Common Elements.
 - Common areas, sidewalks, roads and driveways, if any, are Limited Common Elements assigned to the Unit(s) they service.
 - Length of Limited Common Element from garage to curb walls and its location cover that entire portion of the driveway between the curb and the garage.
 - All measurements have been made to the nearest one-hundredth of a foot.
 - All angular measurements have been made by the coordinate method, South Zone (NAD 83 92). The east line of the Southwest 1/4 of Section 21, Township 4 North, Range 23 East bears N00°20'21"W. 868wood Circle to access the Expansion Land "A". Said easement shall terminate upon completion of the condominiums in the Expansion Land "A".

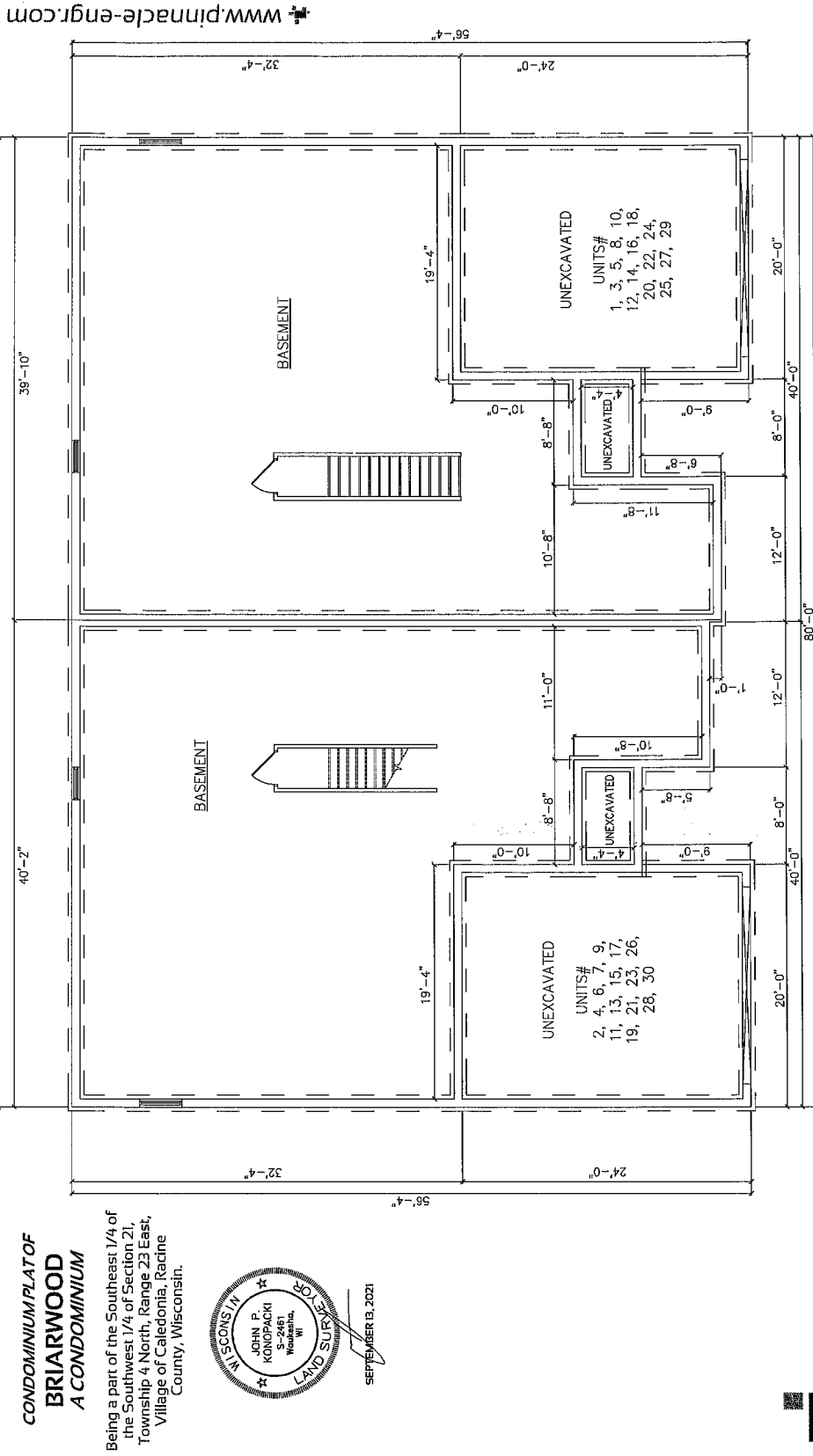
DECLARANT:
 Briarwood of Caledonia, LLC

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

PINNACLE ENGINEERING GROUP

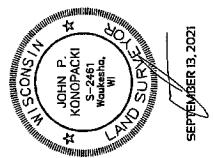


www.pinnacle-engr.com



**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 Caledonia, Racine
County, Wisconsin.



www.pinnacle-engr.com

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

PINNACLE ENGINEERING GROUP

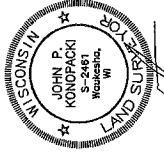
NOT TO SCALE
FOUNDATION PLAN

NOTES:
- Buildings and Improvements shown represent proposed construction.
- Dimensions are shown in feet and inches and are to be used as a guide only. All measurements are to be taken as shown and do not include possible changes requested by purchaser.

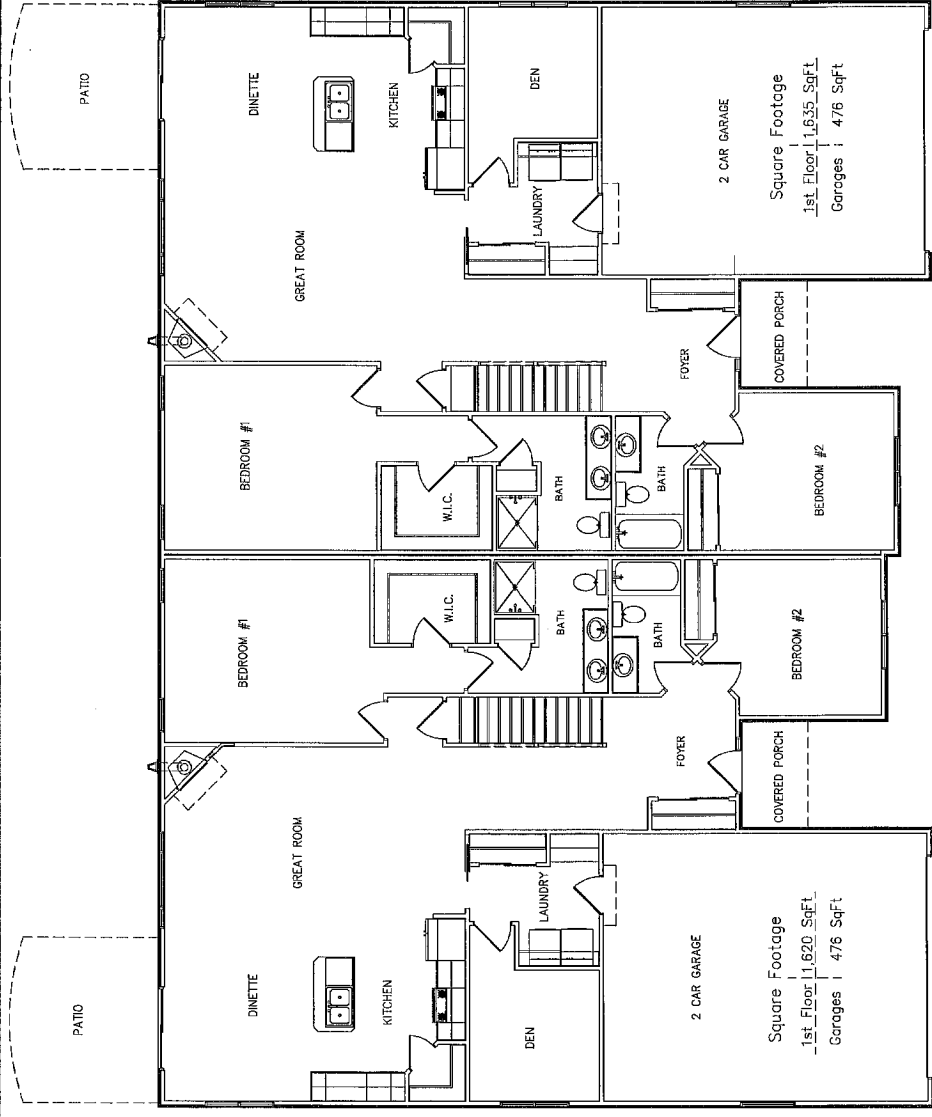
REC JOB# 195A.00
SHEET 2 OF 4

**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 Caledonia, Racine
County, Wisconsin.



SEPTEMBER 13, 2021



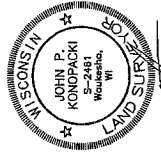
NOTES:
- All dimensions shown represent proposed construction.
- Square foot areas are approximate, taken from architectural plans of record, not measured as built and do not include possible changes required by purchase.

**FLOOR PLAN
NOT TO SCALE**

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2481
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 Caledonia, Racine County, Wisconsin.



SEPTEMBER 8, 2021

CONDOMINIUM LAND LEGAL DESCRIPTION:

Being a part of the Southeast 1/4 of Section 21, Township 4 North, Range 23 East, Village of Caledonia, Racine County, Wisconsin, described as follows:
 Connecting at the southeast corner of the Southwest 1/4 of said Section 21; thence North 0°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. 1989 and then along the south line of Arlington Meadows, a recorded subdivision, 743.08 feet thence South 0°42'21" East, 3436.50 feet to the Point of Beginning.
 Thence continuing South 0°20'21" East, 287.00 feet to the north line of Club View, a recorded subdivision; thence South 0°20'21" East, 287.00 feet to the north line of Club View; thence North 51°03'51" East, 234.08 feet to a point on a curve thence easterly 97.15 feet along the arc of said curve to the right, 100.00 feet to the Point of Beginning.
 Thence continuing North 88°14'14" East, 4153.65 feet to the Point of Beginning.

EXPANSION LAND 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:
 Connecting at the southeast corner of the Southwest 1/4 of said Section 21; thence North 0°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. 1989 and then along the south line of Arlington Meadows, a recorded subdivision, 743.08 feet to the Point of Beginning.
 Thence South 0°20'21" East, 305.35 feet thence South 88°14'14" West 4153.65 feet thence South 0°20'21" East, 287.00 feet to the north line of Club View; thence North 51°03'51" East, 234.08 feet to a point on a curve thence easterly 97.15 feet along the arc of said curve to the right, 100.00 feet to the Point of Beginning.
 Thence continuing North 88°14'14" East, 4153.65 feet to the Point of Beginning.

VILLAGE APPROVAL

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

Date _____ Joelyn M. Ludwick, Village Clerk

TREASURER CERTIFICATE

I do hereby certify that in accordance with the records in the Office of the City Clerk and Finance Department of the Village of Caledonia, there are no unpaid taxes or other special assessments on any of the parcels described in this Condominium Plat on this _____ day of _____, 2021.

Kathy Kasper, Village of Caledonia Finance Director

This instrument drafted by John P. Konopacki, PLS-Registration No. S-2481
PINNACLE ENGINEERING GROUP

OWNER'S CERTIFICATE

Briarwood Condominium, LLC, a Limited Liability Company duly organized and existing under and by virtue of the laws of the State of Wisconsin, as owner, does hereby certify that said limited liability company caused the land described on this condominium plat to be surveyed and mapped as represented.

IN WITNESS WHEREOF, the said Briarwood of Caledonia, LLC, has caused these presents to be signed by name - (s) _____ at (s) _____, 2021.

In the presence of: Briarwood of Caledonia, LLC

Name (Signature) - The _____

STATE OF WISCONSIN COUNTY) 55

Personally came before me this _____ day of _____, 2021, (name) _____ of the above named limited liability company, to me known to be the persons who executed the above described instrument, and acknowledged to me that they executed the foregoing instrument as such officer as the deed of said limited liability, by its authority.

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

CONSENT OF CORPORATE MORTGAGEE

I, as mortgagee, duly appointed and residing within and by virtue of the laws of the State of Wisconsin, mortgagee of the above described land, does hereby consent to the surveying and mapping of the land described in this foregoing affidavit of John P. Konopacki, surveyor, and does hereby consent to the above certification of owners.

IN WITNESS WHEREOF, the said _____, has caused these presents to be signed by _____, this _____ day of _____, 2021.

Date: _____

STATE OF WISCONSIN COUNTY) 55

Personally came before me this _____ day of _____, 2021.
 In the presence of _____, 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: _____
 My Commission Expires: _____
 State of Wisconsin: _____

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.