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SIXTH AMENDED AND RESTATED
DECLARATION

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DEVONSHIRE VILLAGE, A CONDOMINIUM

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(See Exhibit B for Parcel
Numbers)

Parcel Identification Number

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HB: 4883-5244-1708.2

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SIXTH AMENDED AND RESTATED DECLARATION

DEVONSHIRE VILLAGE A CONDOMINIUM WEST BEND, WISCONSIN

Devonshire Village, A Condominium (the "Condominium") was created by a Declaration, recorded on October 8, 1991 as Document No. 586383 with the Washington County Register of Deeds, as amended on July 7, 1992 as Document No. 606539, as further amended on September 27, 1993 as Document No. 646022, as further amended on October 6, 1993 as Document No. 647006, as further amended on May 10, 2000 as Document No. 855427, as corrected by Document No. 871010, and as further amended on November 26, 2008 as Document No. 1205605, as corrected by Document No. 1205604.

ARTICLE I

ESTABLISHMENT

Section 1.01 - Intent. WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the Devonshire Village Condominium Owners' Association (the "Association"), and changes in common practice over the years;

WHEREAS, the Association desires to clarify and update the provisions of this Declaration through this Restatement, so that its covenants, as restated, will continue to run with the land and shall be binding on all subsequent owners and occupants of all or any part of the Condominium; and

WHEREAS, the real property (the "Property") subject to this Declaration is as described on Exhibit A appended hereto, and the addresses of the units that comprise the Condominium are as described on Exhibit B appended hereto;

NOW THEREFORE, the Association, pursuant to Chapter 703 of the Wisconsin Statutes, the Condominium Ownership Act, as the same may be amended, renumbered or renamed from time to time (the "Act"), hereby amends and restates its Declaration as follows.

Section 1.02 - Description of Land. The land which is the subject of this Declaration is described on Exhibit A attached hereto.

Section 1.03 - Condominium Plat. Contemporaneously with the recording of the original Declaration, filed for record in the office of the Register of Deeds for Washington County, is a condominium plat entitled "Devonshire Village, A Condominium", consisting of four sheets, certified on September 30, 1991 by Ronald A. Weis, R.L.S. References herein to the "condominium plat" or "plat" shall be to said recorded plat.

ARTICLE II

CONDOMINIUM BUILDINGS

Section 2.01 - Location of Buildings. The buildings are located on the property as depicted on the condominium plat and any amendments recorded thereto.

Section 2.02 - Building Identification System. The buildings containing the condominium living units are each assigned a building number and a post office street address.

Section 2.03 - Description of Buildings Other than Building 25. The buildings shall consist of four (4) units each and shall be substantially the same in size, style and configuration. Each building shall be two stories of wood frame construction on concrete slab with attached garages. The exterior is finished with vinyl siding and asphalt shingles. Each building will have two (2) units on the first floor and two (2) units on the upper floor.

Section 2.04 - Description of Building 25. Building 25 contains 46 units. The building is a three-story structure with basement. On the basement level there are 67 parking spaces. It is of masonry and wood frame construction with asphalt shingle roof.

ARTICLE III

CONDOMINIUM UNITS

Section 3.01 - Unit Defined. A condominium unit is that portion of the building intended for private use and occupancy as a residential dwelling.

- (1) As to units contained in Buildings 1 through 24, a condominium unit is that portion of the building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms and having outer boundaries formed by and including the interior surface materials (i.e., drywall, paneling, tiling and floor coverings) of the perimeter and internal structure walls, floors and ceilings. Each unit includes its attached garage, all windows, window frames, doors, and door frames, the unit fixtures and, in the case of units having more than one level, the stairwells providing access between levels. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed.
- (2) As to Building 25, a condominium unit is that portion of the building intended for private use and occupancy as a residential dwelling, consisting of one or more rooms and having outer boundaries formed by and including the interior surface materials (i.e., drywall, paneling, tiling and floor coverings) of the perimeter and internal structural walls, floors and ceilings. Each unit includes all windows, window frames, doors, and door frames, and the unit fixtures. The boundaries of each unit have the dimensions and are located as shown on the condominium plat and amendments filed.

Section 3.02 - Number of Units. There are a total of 142 units in the condominium.

Section 3.03 - Description of Units.

- (1) As to Buildings 1 through 24, there are 20 different unit floor plans, ranging in size from approximately 1,133 square feet to 1,525 square feet based upon exterior dimensions. Each unit as originally constructed has a kitchen, dining area, living room, two bedrooms, either one and one-half or two baths, and either a one-stall or a two-stall garage. Some upper units include a family room.
- (2) As to Building 25, there are 15 different unit floor plans, ranging in size from approximately 1119 square feet to 1485 square feet based upon exterior dimensions. Each unit as originally constructed has a kitchen, dining area, living room, one or two bedrooms, either one and one-half or two baths, and a utility room. Some units have a den.

Section 3.04 - Unit Fixtures. Each unit includes the following fixtures: interior non-load bearing walls, including all drywall, entry and interior doors, windows and doors, including all glass, window frames, and door frames, cabinetry, lighting, plumbing fixtures, floor coverings, plumbing fixtures, heating and air-conditioning systems, water heater, exhaust fans, range hood, and may include light fixtures, skylights, solar tubes (these items require a Hold Harmless Agreement with the Association to be passed on to subsequent owners of the unit), optional fireplace and other built-in or permanent improvements and appliances within the unit boundaries.

Section 3.05 - Unit Identification System. Each unit has a unit identification number, a street address and a real estate tax key number as set forth in Exhibit B to this Declaration. The unit identification numbers shall be used and shall be legally sufficient for all conveyance purposes.

Section 3.06 - Unit Modification. The floor plan of a unit may be altered and the fixtures therein may be modified by a unit owner provided that such work is done in compliance with Section 6.04 of this Declaration.

Section 3.07 - Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding his unit for the purposes of additional utility outlets, wall hangings, and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the soundproofing of any partition walls. If any carpeting is being replaced on an upper floor with hard-surface flooring, the appropriate soundproofing underlayment must be included consistent with the Rules and Regulations of the Association. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association's Board of Directors.

ARTICLE IV

COMMON ELEMENTS AND FACILITIES

Section 4.01 - Description. The common elements and facilities of the condominium are all of its land, improvements and appurtenances, excluding the units as defined in Article III of this Declaration and including, without limitation, the following:

- (1) The land described and included in Exhibit A of this Declaration.
- (2) The building structures, including perimeter and load-bearing walls, perimeter floors and ceilings (but excluding the drywall, which is part of the Unit), roof systems, foundations, structural support systems, exterior finish materials, entry stoops, porches, decks and patios.
- (3) The electric, telephone, communication, water, sanitary sewer and other utility lines, laterals, conduits or pipes, whether located in-ground, above-ground or within building walls, including specifically the private sanitary sewer and water mains within the condominium to which building laterals are connected.
- (4) The private roadways and the lighting thereof; also the driveways and sidewalks.
- (5) The lawn and landscape areas and improvements, including lawn watering faucets located on 12 of the buildings (811-812-814-817 Rockingham, 821-830 Devonshire Ln., 805-717 Canterbury Ct, 807-808-721-724 Worthington Ct.) which are separately metered to the Association.
- (6) All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by all unit owners.

Some common elements may, depending upon their location and use, be classified as limited common elements under Article V of this Declaration.

Section 4.02 - Percentage Interest. Each unit owner shall have an undivided 1/142 equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium.

Section 4.03 - Transfer of Common Elements. The percentage interest of each unit owner in the common elements of the condominium shall not be separated from the unit to which it appertains and shall be deemed to be conveyed, leased or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

Section 4.04 - Partition of Common Elements. There shall be no partition of the common elements through judicial proceedings or other- wise unless this Declaration is terminated and the property is withdrawn from the terms of this Declaration and any statute of Wisconsin applicable to condominium ownership.

ARTICLE V

LIMITED COMMON ELEMENTS

Section 5.01 - Type-I Limited Common Elements. Certain common elements which are contiguous to a unit shall be known as Type-I limited common elements and shall be reserved for the exclusive use and benefit of the occupants of such units. They include, without limitation, the following:

- (1) Those common elements, if any, identified as Type-I limited common elements on the condominium plat.
- (2) The electric, telephone, communication and gas lines or pipes from the utility or public easement to the service board or service connection in the unit.
- (3) Patios, balconies and decks immediately adjacent to and having access directly from a unit.
- (4) The alcove area at the unit entry door.
- (5) Such other parts of the common elements necessary, convenient, or appurtenant to or normally exclusively used by the occupants of a unit, including but not limited to the vents from the unit to the exterior that only serve that unit.

Section 5.02 - Type II Limited Common Elements. The underground parking stall assigned to a unit shall be known as Type II limited common elements and shall be reserved for the exclusive use and benefit of the owner of the unit, according to the following schedule:

Unit Number	Stall Number
25-101	01
25-102	67
25-103	15 and 05
25-104	54
25-105	51 and 64
25-106	48 and 33
25-107	47 and 37
25-108	44
25-109	41 and 28
25-110	19
25-111	16
25-112	09
25-113	12
25-114	57
25-201	02
25-202	66
25-203	58
25-204	55

Unit Number	Stall Number
25-205	52 and 34
25-206	49 and 32
25-207	46
25-208	43
25-209	40 and 26
25-210	20
25-211	17
25-212	08 and 27
25-213	11 and 06
25-214	14
25-215	24
25-216	25
25-301	03 and 04
25-302	65 and 61
25-303	59 and 60
25-304	56
25-305	53
25-306	50
25-307	45 and 30
25-308	42
25-309	39
25-310	21 and 29
25-311	18 and 31
25-312	07 and 62
25-313	10 and 36
25-314	13 and 35
25-315	22
25-316	23 and 38

**** Building 25 owns Stall Number 63**

Section 5.03 - Type III Limited Common Elements. Certain common elements which are contiguous to or a part of Building 25 shall be known as Type-III limited common elements and shall be reserved for the exclusive use and benefit of the occupants of the units within that building. They include, without limitation, the following:

- (1) Common hallways, elevators, stairwells;
- (2) Underground parking facility;
- (3) library facility;
- (4) lounge;
- (5) community room and fitness center

Section 5.04 - Transfer of Limited Common Elements. Type II limited common elements may be transferred to the owner of any unit in the condominium. Any such transfer must be reported to the Association one week in advance. No other limited common elements may be separated from the units to which they appertain and shall be deemed to be leased, conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance instrument.

ARTICLE VI

REPAIRS AND MAINTENANCE

Section 6.01 - Common elements. The Association shall, subject to Section 6.02 hereof, be responsible for the management, control, maintenance, repair and replacement of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, provided, however, that the cost to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be assessed in accordance with Section 7.04 of this Declaration.

Section 6.02 - Limited Common Elements. Each unit owner shall be responsible for keeping the limited common elements appurtenant to his or her unit in good, safe, clean, attractive and sanitary condition and order satisfactory to the Association. Nothing shall be altered without prior written approval of the Board of Directors. If, after notice from the Association, a unit owner has failed to timely maintain, repair or replace a limited common element appurtenant to his or her unit, the Association may do so and the cost thereof may be assessed in accordance with Section 7.04 of this Declaration. Notwithstanding the foregoing, the Association is responsible for any repairs/replacements needed to the limited common elements.

Section 6.03 - Individual Units. Each unit owner shall be responsible for keeping his or her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair and replacement of unit fixtures. Any parts of the unit that are visible from the exterior cannot be altered in any way without prior written approval of the Board of Directors. If damage is caused to the common element, limited common element, or other units due to the act or omission of a unit owner, that unit owner will be responsible for the total cost of repairing the damage, to the extent the same is not covered by insurance.

Section 6.04 - Limitations on Changes. No unit owner shall alter the floor plan of his/her unit without first obtaining the written consent of the Association's Board of Directors. Likewise, no unit owner shall make any alteration, change or improvement to common or limited common elements without such consent. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of a building or the safety of the property, or impair any easement or hereditament.

Section 6.05 - Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element or limited common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and/or

occupants of its need to make entry. Such non-emergency entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE VII

ASSESSMENTS FOR COMMON EXPENSES

Section 7.01 - Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance, insurance and improvement of the common elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

Section 7.02 - Common Expenses. Common expenses are defined as follows:

- (1) all sums lawfully assessed against the unit owners by the Association;
- (2) expenses declared common expenses by the Act, by this Declaration or the By-Laws;
- (3) amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements. The reserve fund shall accumulate from year to year in a nonlapsing account of the Association.

Section 7.03 - Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 4.02 of this Declaration; provided, however, that expenses incurred by the Association to repair any portion of the common elements damaged through the fault or negligence of a unit owner or occupant may be accounted for separately and be charged to the unit owner responsible therefor as a special assessment.

Section 7.04 - Special Charges. Expenses incurred by the Association to repair or replace any portion of the common elements damaged through the fault or negligence of a unit owner or occupant and expenses incurred by the Association for the maintenance, repair or replacement of limited common elements in accordance with Section 6.02 of this Declaration may be accounted for separately and be charged to the unit owners responsible therefor as a special charge.

Section 7.05 - Annual Assessments. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount shall be due and payable in full. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual

budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined.

Section 7.06 - Common Surpluses. In the event of a common surplus at the end of any fiscal year, such surplus (excluding amounts held in the reserve fund) shall be credited to the unit owners' next annual assessments for common expenses in proportion to the percentage of interest for each unit established by Section 4.02 of this Declaration, or deposited in the reserve account, or used at the discretion of the Board.

Section 7.07 - Special Assessment. In addition to the annual assessments the Association may, in the absence of sufficient reserve funds, levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or to finance any underestimated, unusual or un-predicted cost. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for the which the same was levied.

Section 7.08 - Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.02 of this Declaration.

Section 7.09 - Transfer Fee. Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a unit transfer fee to the Association in an amount equal to one month's installment for Association dues for such Unit under the budget then in effect. Each transfer fee payment shall be deposited by the Association into the reserve fund. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:

- (1) When the transfer is to or from a trust where the sole beneficiary is the donor and Owner;
- (2) When the transfer is solely between spouses and/or domestic partners;
- (3) When the transfer is solely between a parent and his, her or their child; and
- (4) When the transfer is to or from the Association.

Section 7.10 - Covenant to Pay. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments and charges, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments or charges are made.

Section 7.11 - Liability for Assessments upon Conveyance.

- (1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.
- (2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.12 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement. If the Association does not provide such statement within ten (10) business days after grantee's request, it shall be barred from claiming against the grantee under any lien which is not filed under Section 7.12 hereof prior to the request for the statement.

Section 7.12 - Lien for Assessments. All assessments, regular or special, levied pursuant to this Article, together with late fees and interest thereon and actual costs of collection, including the Association's actual attorneys' fees, constitute a lien on such unit and on the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium lien signed and verified by a director or authorized agent of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description or address of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed and all late fees, interest, costs of collection and attorneys' fees, the unit owner shall be entitled to a fileable satisfaction of the lien.

Section 7.13 - Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for those specified in the Act.

Section 7.14 - Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien; provided, however, that no action may be brought except after ten (10) days prior written notice to the unit owner given by registered mail, return receipt requested, to the address of the unit owner shown on the books of the Association. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

Section 7.15 - Additional Remedies. Any assessment or installment thereof not paid within five (5) days after the due date shall accrue interest from the due date at a rate set forth in the Rules and Regulations. In addition to charging such interest, the Association Board of Directors may,

within the Rules and Regulations, fix a reasonable late payment fee. All payments on account shall be first applied to the interest, late charges, costs of collection and attorneys' fees, if any, and then to the assessment payment first due. The Association may bring an action at law against the unit owner obligated to pay the assessment and/or may foreclose the lien against the unit. The filing of a suit to recover a money judgment for unpaid assessments hereunder shall not be deemed to be a waiver of the Association's lien foreclosure rights.

ARTICLE VIII

COVENANTS ON USE AND OCCUPANCY

Section 8.01 – Use of Premises. All units in the condominium shall, except as hereafter provided, be used exclusively for residential dwelling purposes consistent with the size and facilities of the units. Use of the units may be further restricted by this Declaration, the Bylaws, and the Rules and Regulations.

Section 8.02 - Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium except as may be permitted in the Rules and Regulations; nor, except as permitted by Association rules or regulations, shall any "For Sale" signs or other window displays or advertising be maintained or permitted by any owner on any part of the condominium.

Section 8.03 - Use of Common Elements. Each unit owner shall, subject to the provisions of this Declaration relating to limited common elements, have the right to use the common elements and facilities in common with all other unit owners for the purposes of access to, use, occupancy and enjoyment of his or her unit and the common elements, which right shall extend to the unit owner and the unit owner's family, invitees and tenants. Such use shall, however, be subject to and be governed by the Act, this Declaration, the By-Laws and the Association rules and regulations, to the end that the condominium may be operated and maintained as an attractive residential complex. Specifically, there shall be no obstruction of, nor shall anything be kept or stored on any part of the common elements and facilities without the prior written agreement of the Association. Nothing shall be altered on, constructed in or removed from the common elements and facilities except upon the prior written agreement of the Association.

Section 8.04 - Occupancy Restrictions. No unit shall be occupied by more than four (4) persons except as may otherwise be allowed by law. It is intended that Building 25 be reserved as housing for older persons. For that reason, at least 80% of the units in Building 25 shall be occupied at all times by at least one person age 55 or older.

Section 8.05 - Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept in or on the common areas. The Association has designated buildings in which household animals may be kept and those are set forth in the Rules and Regulations. Household animals are limited to: caged birds, fish contained in one or more aquariums or not more than one domesticated cat or dog under twenty (20) pounds in size. Any permitted household animals shall be subject to rules and regulations established by the Association.

Section 8.06 - Motor Vehicles. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than two (2) motor vehicles (including motorcycles) on the condominium. Except for the vehicles of guests of unit owners or lessees, the parking of all other vehicles of any kind on the condominium is prohibited. All motor vehicles must be licensed and operable.

Section 8.07 - Recreational Vehicles. No person shall use any of the common elements or limited common elements of the condominium for the parking, storage or operation of motor homes, campers, commercial trucks or vans, snow-mobiles, motorized bikes or other commercial or recreation-type vehicles.

Section 8.08 - Nuisances. Unlawful, immoral, noxious or offensive activity shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Association, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.09 - Insurance and Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use, any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.10 - Roof Structures. No owner or occupant shall place upon the roof of any building any antenna, tower, solar collector or other similar device, except as may be authorized within the Rules and Regulations.

Section 8.11 - Accessory Structures. No accessory structure shall be constructed or placed on the condominium property except by action of the Association.

Section 8.12 - Restriction on Use and Occupancy. No rental, lease, or other occupancy of a unit shall be allowed without simultaneous unit occupancy by the unit owner. If the owner of the unit is a trust or other fiduciary entity, then the trustee of that entity is the unit "owner" for purposes of this Section. This prohibition on non-owner occupancy is subject only to the following exceptions:

- (1) The unit owner's immediate family members may occupy the unit. Immediate family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild, by blood, marriage, or adoption and shall include half and step relatives. Use of this exception does not place the unit owner in the grandfather clause stated in Section 2, below.
- (2) This section shall not apply to owners who rent or lease a Unit as of the date of enactment of this Amendment. This permission expires when the current owner ceases to own the unit.
- (3) Mortgagees of the Unit, or the Association, where the unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure.

- (4) **Special Hardship Exception.** The Board of Directors shall have the authority to waive the requirements of this section upon request of a unit owner if it determines that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the unit owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of units. If any unit owner shall desire to lease to, or cause a unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors, or at the Directors' discretion, a committee appointed by the Board of Directors, and further provided that said lease or occupancy shall be limited to a certain duration not to exceed twelve months. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board or the committee shall convene a meeting within thirty (30) days after receipt of notice, advising the unit owner of the time and place of a meeting and giving the unit owner an opportunity to appear. The Board or committee shall make a decision as to whether or not to grant the hardship exception within seven (7) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

No unit owner shall be permitted to lease a unit pursuant to this section unless and until the unit owner shall pay the Board of Directors, on behalf of the Association, all unpaid common charges theretofore assessed against that unit and until the unit owner shall have satisfied all unpaid liens against that unit, except permitted mortgages, unless the Board of Directors shall specifically find that satisfactory arrangements for payment have been made, including, if appropriate, an assignment of rents subordinate to any rights of any mortgagee.

In the event of occupancy, rental or lease, permitted or otherwise, the Owner shall provide the Association with a written lease between the owner and the tenant pursuant to Wisconsin Statute section 703.315(3) (2005-06), or equivalent later statute.

Remedies for any tenant's violation of the Declaration, By-Laws or Association rules shall be implemented according to Wisconsin Statute section 703.24(3) (2005-06), or equivalent later statute. In addition, any such violation shall constitute a breach of the lease. The unit owner covenants and agrees that in the event of a tenant's violation of the Declaration, By-Laws, or Association rules which results in a breach of the lease, the Association may stand in the shoes of the owner for the purpose of taking legal action against the tenant to restrain or to evict said tenant according to law, provided that the owner shall first be given a reasonable opportunity to correct said violation.

Any violation of this Section concerning non-owner-occupied units shall result in a daily fine to the unit owner as set forth in the Rules and Regulations and said unit owner shall be responsible for the reasonable and actual attorney fees and other costs incurred by the Association in connection with enforcing this section. In addition, the Association may enforce this section by application to a court of competent jurisdiction to obtain injunctive relief, and the Association, if

successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be determined by the court.

Every unit owner assigns all rents and profits from any lease, permitted or not, to the Association for the purpose of reimbursing the Association for overdue assessments, special or ordinary fines, levied by the Association against the unit or the unit owner, provided that in the event of conflict, said assignment shall be subordinate to any assignment to a mortgagee of the unit.

Section 8.13 - Unoccupied Units. If the occupant of a unit, whether the owner or a tenant, intends to leave such unit unoccupied for a period of more than one month, the occupant shall notify the Association prior thereto of the occupant's forwarding address and of a telephone number where the occupant can be reached.

ARTICLE IX

REMEDIES FOR BREACH OF COVENANTS, RESTRICTIONS AND REGULATIONS

Section 9.01 - Compliance Required. Every unit owner and occupant shall comply strictly with every rule, restriction, condition or regulation adopted by the Association under the By-Laws, and with the covenants, conditions and restrictions set forth in the Act, this Declaration, By-Laws or in the deed to the unit.

Section 9.02 - Emergency Entry for Abatement. The Association shall have the right, in cases of emergency affecting the health or safety of other occupants or affecting the safety of the building or any other unit, to enter any unit for the purpose of abating the breach of rule, regulation, restriction, covenant or condition which causes such emergency. Damages arising from such entry shall be the responsibility of the owner of the unit entered.

Section 9.03 - Claims and Remedies.

- (1) Owner Claims. Mediation and Arbitration Requirements. In the event that a Unit Owner or resident has a claim to assert against the Association or any member of the Board where the claim relates to or arises from the member's service on the Board, that claim must be submitted to binding arbitration, with Resolute Systems, Inc. or such other arbitrator or arbitrator facility agreed to by the parties, or by the chief judge of the county if the parties can't agree upon an arbitrator and Resolute Systems, Inc. is no longer in business or has a conflict. The unit owner(s) and the Association shall each pay half the cost of the arbitration. Such claims must be commenced with the arbitrator within one year of the date that the Unit Owner or resident knew or should have known of the underlying facts giving rise to the claim. Such claims may also be submitted to non-binding mediation before or during arbitration at the election of the claimant, with both sides paying half the cost of the mediator. The Association shall also have the option of arbitrating a claim against a Unit Owner (any non-assessment collection and non-declaratory judgment-related claim) using the same procedure above.

- (2) Attorney's Fees. The prevailing party in any claim brought by or against the Association or a Director by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section 9.02(1) above, the Association is entitled to recover its pre-mediation and/or pre-arbitration attorney's fees and costs if it is ultimately the prevailing party.
- (3) Damages. The Association may assess a Unit Owner the actual damages the Association incurs from the Unit Owner's (its residents, occupants, or guests) failure to abide by the Condominium Declaration, Bylaws, or Rules and Regulations (the "Condominium Documents"). Where appropriate, the Association may also fine for violations of the Condominium Documents, and a schedule of progressive fines shall be set forth in the Rules and Regulations. There shall be a Grievance Procedure set forth in the Rules and Regulations, whereby a Unit Owner may contest the alleged violation. The decision of the Grievance Committee is final and binding. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the condominium documents.

ARTICLE X

INSURANCE

Section 10.01 - Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by lightning, windstorm, hail, snow storm and other risks normally included within risk of loss extended coverage, including vandalism and malicious mischief, insuring all Common Elements, Limited Common Elements, Units and Unit upgrades or betterments, together with all service machinery appurtenant thereto, as well as all personal property belonging to the association, but excluding any Unit Owner personal property, in an amount equal to the full replacement value, with code upgrades, without deduction for depreciation. Premiums shall be a common expense. To the extent possible, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against unit owners, the Association, and their respective agents and guests, and that the insurance cannot be cancelled, invalidated nor suspended on account of conduct of any one or more unit owners, or the Association, or their agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The Board of Directors shall obtain a third-party insurance appraisal, to be updated at least every five (5) years, to determine the full replacement value of the Property insured.

Section 10.02 - Additional Insurance. In addition to the insurance required above, the Board shall obtain, to the extent available in the normal commercial marketplace, with the costs thereof to be borne as a Common Expense:

- (1) Worker's compensation insurance;

- (2) Liability insurance providing coverage in an amount not less than two million dollars (\$2,000,000) per occurrence for injury, including death, and property damage covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Property;
- (3) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;
- (4) Fidelity insurance covering officers, directors, property managers, employees, and other persons who handle or are responsible for handling Association funds. Such insurance shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and
- (5) Such other insurance, including cyber or automobile insurance, as it deems necessary.

Section 10.03 - Insurance Deductible. In the event of any insured loss on the Association's master insurance policy, the Association's deductible shall be the responsibility of the person or entity (including the Association) who would be responsible for such damage under the Condominium Documents, in the absence of insurance. If the cause of loss originates within a Unit, the Unit Owner is responsible for the damage costs up to the Association's master insurance policy deductible. If the cause of the loss originates in more than one Unit or a Unit and the Common Elements, the responsibility for paying the Association's deductible shall be equitably apportioned by the Board in its sole discretion among the Unit(s) and/or Common Elements where the loss originated.

Section 10.04 - Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

- (1) The personal property within the Unit;
- (2) Coverage A with special perils coverage added, which changes the perils covered from "named perils" to "all risks unless excluded", which insurance should also cover Building/Additions and Alterations/Improvements and Betterments in an amount of at least the Association's master policy deductible(s);
- (3) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);
- (4) Special perils contents coverage; and
- (5) Sewer backup coverage.

ARTICLE XI

RECONSTRUCTION

Section 11.01 - Determination. Partial damage or total destruction of any part of the common elements shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, except that if the cost of repair or reconstruction would exceed the amount of available insurance proceeds, the Association may, by written consent of at least seventy-five percent (75%) of the unit owners and their mortgagees and within ninety (90) days of the date of the damage or destruction, determine not to rebuild or repair. In such event, the property shall be subject to an action for partition pursuant to the Act.

Section 11.02 - Variances. On reconstruction, the design, plan and specifications of any building or unit may vary from that of the original upon approval of the Association, provided, however, that the number of square feet of any unit may not vary by more than five percent (5%) from the number of square feet for such unit as originally constructed, and the location of the buildings shall be substantially the same as prior to damage or destruction.

Section 11.03 - Financing. The proceeds of any insurance provided by the Association and collected for such damage or destruction shall, as provided in Article X of this Declaration, be available to the Association for the purpose of repair or reconstruction. The Association shall have the right to levy assessments as a common expense against all unit owners in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

ARTICLE XII

ASSOCIATION OF UNIT OWNERS

Section 12.01 - Legal Entity. The affairs of this condominium shall be governed by an unincorporated association of unit owners which is a legal entity for all purposes. The Association shall be known as the Devonshire Village Condominium Owners' Association (herein the "Association").

Section 12.02 - Membership and Voting Rights. The record owner(s) of each unit shall automatically be members of the Association. Membership in the Association is appurtenant to and shall not be separated from ownership of the condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised (and may be restricted) as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. Unit owners may vote electronically or by proxy as set forth in the By-Laws.

Section 12.03 - Powers of the Association. The Association may take any action authorized by the Act, this Declaration, the Association's By-Laws or any rules and regulations of the Association and shall have the authority and power to:

- (1) adopt budgets for revenues, expenditures and reserves and to levy and collect assessments for common expenses from the unit owners;

- (2) employ and dismiss employees and agents;
- (3) sue on behalf of the unit owners;
- (4) make contracts and incur liabilities;
- (5) cause additional improvements to be made as a part of the common elements;
- (6) grant easements through or over the common elements;
- (7) grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building;
- (8) enforce the obligation of unit owners to maintain and repair limited common elements;
- (9) obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the common elements, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts;
- (10) obtain and pay for legal and accounting services necessary or desirable in connection with operation of the common elements or the administration of this Declaration;
- (11) acquire and hold for the use and benefit of all of the owners tangible and intangible personal property and dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be a common element;
- (12) establish reasonable rules and regulations governing the use of the units and the common elements, which rules and regulations shall be consistent with the rights and duties of unit owners as established in this Declaration;
- (13) contract for garbage and trash collection, snow and ice removal, lawn and landscaping care, common area maintenance and other common services;
- (14) exercise any other power granted to the Association by the Act, this Declaration or the By-Laws .

Section 12.04 - Meetings of the Association. Meetings of the Association shall be governed by the following and such additional rules as may be set forth in the By-Laws:

- (1) The Association shall maintain a roster of names and addresses (physical and electronic) of the current unit owners to whom the notice of meetings of the Association shall be sent.

- (2) Each unit owner shall furnish the Association with his or her name and current mailing and email address and no unit owner may vote at a meeting of the Association until this information is furnished.
- (3) No regular or special meeting of the Association may be held except on at least ten (10) days written notice personally or electronically delivered or mailed to each unit owner at the address shown on the roster or unless waivers are duly executed by unit owners.

Section 12.05 - Indemnity of Association. The Association and its officers and directors shall not be liable to the units owners for any mistakes of judgment or any acts or omissions made in good faith as such directors or officers. The unit owners shall indemnify and hold harmless each of such directors and officers against all contractual liability to others arising out of contracts made by such directors and officers on behalf of the unit owners or the Association, unless any such contract shall have been made in bad faith or contrary to the provisions of this Declaration. Such directors and officers shall have no personal liability with respect to any contract made by them on behalf of the unit owners or the Association. The liability of any unit owner arising out of any contract made by such directors or officers or out of the aforesaid indemnity shall be limited to the percentage interest established by Section 4.02 of this Declaration. Each agreement made by such directors or officers or by the managing agent on behalf of the unit owners or the Association shall be executed by such directors or officers of the managing agent, as the case may be, as agents for the unit owners or for the Association.

Section 12.06 - Building 25 Sub-association, Known as Ridge Manor. There is established an unincorporated association of the owners of units in Building 25 which is a legal entity for all purposes. This unincorporated association shall be known as the "Building 25 Condominium Owners' Association" and is a sub-association of the Devonshire Village Condominium Owners' Association. This association may exercise all those powers listed in Section 12.03 above that pertain to Building 25 exclusively. In addition, the sub-association shall be responsible for management of the Type II limited common elements and full management of the services and facilities accessory to Building 25 which are designed to meet the needs of older persons. The sub-association is subject to all of the provisions of Article XII of this Declaration and subject to the Devonshire Village Condominium Owners' Association By-Laws and the Building 25 Ridge Manor Owners' Association By-Laws, if any.

ARTICLE XIII

ARTICLE XIII EASEMENTS AND ENCROACHMENTS

Section 13.01 - Utility Repair Easements. Easements are hereby declared and granted for utility repair purposes, including the right to install, lay, maintain, repair and replace water mains, laterals and pipes, sanitary sewer mains, laterals and pipes, telephone wires and equipment, cable television lines, electrical conduits and wires and equipment over, under, along, through and on any part of the common elements. These easements shall run only to Association and not to any utility company unless or granted by the Association.

Section 13.02 - Easements to Run with the Land. All interests and rights described and set forth in this Declaration are easements appurtenant to, and running with the land, perpetually in full force and effect and shall at all times inure to the benefit of and be binding upon any unit owner, purchaser, mortgagee or other person or entity having an interest in said land or any part or parcel thereof.

Section 13.03 - Encroachments. In the event that, by reason of the construction, settling or shifting of any building, any part of the common elements encroaches or shall hereafter encroach upon any part of any unit, or any part of any unit encroaches or shall hereafter encroach upon any part of the common elements or upon another unit, valid easements for the maintenance of such encroachments and for the use of such adjoining space are hereby established and shall exist for the benefit of such unit owners and the common elements as the case may be, so long as all or any part of the building containing such unit shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of the owner of any unit, or in favor of the owners of the common elements if such encroachment occurred due to the willful conduct of such owner or owners. The provisions contained in this paragraph relating to such easements shall apply only insofar as it may be necessary to carry out the terms and intent of the Declaration.

ARTICLE XIV

MUNICIPAL MATTERS

Section 14.01 - Sewer and Water Charges. Each unit owner is responsible for the timely payment of sanitary sewer and water user charges imposed upon his/her unit by the City of West Bend.

Section 14.02 - Property Taxes. In accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and the collection of taxes in the same manner as any other parcel of real estate.

Section 14.03 - Special Charges-Waiver of Notice. In the event the City provides services related to the condominium's private sanitary sewer, water distribution, roadway or storm water management systems, either because the Association requests such services, an emergency to health or safety exists or because the Association, after notice from the City, fails or refuses to timely correct a health or safety problem, the City may, in accordance with Sec. 66.60(16), Stats., levy and collect special charges for such services. Such charges shall be levied equally to all units of the condominium.

Section 14.04 - Storm Water Management. The condominium is subject to Storm Water Management Plan Permit No. 9-91 issued by the City of West Bend. The Association shall be responsible for compliance with the requirements of said permit, including the maintenance of a storm water detention area along the westerly boundary of the condominium property and the storm water retention area along the easterly boundary of the condominium property.

ARTICLE XV

MISCELLANEOUS PROVISIONS

Section 15.01 - Notice to Mortgage Lenders. Upon written request to the Association, the holder of any duly recorded mortgage or other interest in any unit shall be given a copy of any and all notices permitted or required by this Declaration to be given to the unit owner whose unit is subject to such mortgage or interest.

Section 15.02 - Service of Notice on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased unit owner may be delivered either personally, electronically, or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased unit owner is being administered.

Section 15.03 - Covenants to Run with Land. Each purchaser of a unit, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land or any unit thereon, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 15.04 - Non-Waiver of Covenants. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 15.05 - Mortgaging Units and Real Estate Taxes. In accordance with the Act each unit owner has the right to mortgage or encumber his or her unit and the percentage interest in common elements appurtenant to that unit. Further, in accordance with the Act, each unit, together with its percentage interest in the common elements, is subject to property tax assessments and the collection of taxes in the same manner as any other parcel of real estate.

Section 15.06 - Amendment of Declaration.

- (1) This Declaration may be amended with the written consent of at least two-thirds (2/3) of the unit owners. Unit owners' written consent is not effective unless it is approved by the mortgagee of the unit, if any, to the extent set forth in the Act.
- (2) All such amendments shall be effective upon recording the same in the office of the Register of Deeds of Washington County, Wisconsin; provided, however, that no provision of this Declaration may be changed, modified or rescinded so as to conflict with the provisions of the Act.

Section 15.07 - Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 15.08 - Service of Process. The registered agent for service of process shall be the current president of the Association, and the address shall be 811 Rockingham Court, West Bend, WI 53090.

This Sixth Amended and Restated Declaration complies with the requirements of the Declaration and the applicable law, Wis. Stat. §703.09(2), in that it has been approved by the written consent of Unit owners with not less than two-thirds (2/3) of the Unit Owners in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

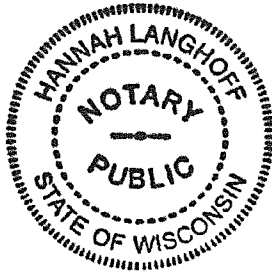
IN WITNESS WHEREOF, the Association has executed this Sixth Amended and Restated Declaration of Condominium for Devonshire Village, A Condominium this 28th day of June, 2023.

DEVONSHIRE VILLAGE CONDOMINIUM
OWNERS' ASSOCIATION, an unincorporated
association,

By: Georgine Malm
GEORGINE MALM, President

STATE OF WISCONSIN)
) ss.
COUNTY OF Washington

This document was acknowledged before me by Georgine Malm, as President of Devonshire Village Condominium Owners' Association, on this 28 day of June, 2023.



Hannah Langhoff
Notary Public, State of Wisconsin
Name: Hannah Langhoff
My Commission Expires: 10/9/2026

EXHIBIT A**Legal Description**

Units 1-A, 1-B, 1-C and 1-D of Building 1; Units 2-A, 2-B, 2-C and 2-D of Building 2; Units 3-A, 3-B, 3-C and 3-D of Building 3; Units 4-A, 4-B, 4-C and 4-D of Building 4; Units 5-A, 5-B, 5-C and 5-D of Building 5; Units 6-A, 6-B, 6-C and 6-D of Building 6; Units 7-A, 7-B, 7-C and 7-D of Building 7; Units 8-A, 8-B, 8-C and 8-D of Building 8; Units 9-A, 9-B, 9-C and 9-D of Building 9; Units 10-A, 10-B, 10-C and 10-D of Building 10; Units 11-A, 11-B, 11-C and 11-D of Building 11; Units 12-A, 12-B, 12-C and 12-D of Building 12; Units 13-A, 13-B, 13-C and 13-D of Building 13; Units 14-A, 14-B, 14-C and 14-D of Building 14; Units 15-A, 15-B, 15-C and 15-D of Building 15; Units 16-A, 16-B, 16-C and 16-D of Building 16; Units 17-A, 17-B, 17-C and 17-D of Building 17; Units 18-A, 18-B, 18-C and 18-D of Building 18; Units 19-A, 19-B, 19-C and 19-D in Building 19; Units 20-A, 20-B, 20-C and 20-D in Building 20; Units 21-A, 21-B, 21-C and 21-D in Building 21; Units 22-A, 22-B, 22-C and 22-D in Building 22; Units 23-A, 23-B, 23-C and 23-D in Building 23; Units 24-A, 24-B, 24-C and 24-D in Building 24 in Devonshire Village Condominium(s) and Units 25-101, 25-102, 25-103, 25-104, 25-105, 25-106, 25-107, 25-108, 25-109, 25-110, 25-111, 25-112, 25-113, 25-114, 25-201, 25-202, 25-203, 25-204, 25-205, 25-206, 25-207, 25-208, 25-209, 25-210, 25-211, 25-212, 25-213, 25-214, 25-215, 25-216, 25-301, 25-302, 25-303, 25-304, 25-305, 25-306, 25-307, 25-308, 25-309, 25-310, 25-311, 25-312, 25-313, 25-314, 25-315 and 25-316 in Building 25 in Ridge Manor of Devonshire Village Condominium(s) created by a "Declaration of Condominium" recorded on October 8, 1991, in the Office of the Register of Deeds for Washington County, Wisconsin, as Document No. 586383, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of West Bend, Washington County, Wisconsin.

EXHIBIT B**Tax Key Numbers**

<u>Tax Key</u>	<u>Street Address</u>
11191037171	717 Canterbury Court, Unit 22-A
11191037172	717 Canterbury Court, Unit 22-B
11191037173	717 Canterbury Court, Unit 22-C
11191037174	717 Canterbury Court, Unit 22-D
11191037181	718 Canterbury Court, Unit 21-A
11191037182	718 Canterbury Court, Unit 21-B
11191087183	718 Canterbury Court, Unit 21-C
11191037184	718 Canterbury Court, Unit 21-D
11191037211	721 Worthington Court, Unit 5-A
11191037212	721 Worthington Court, Unit 5-B
11191037213	721 Worthington Court, Unit 5-C
11191037214	721 Worthington Court, Unit 5-D
11191037231	723 Worthington Court, Unit 4-A
11191037232	723 Worthington Court, Unit 4-B
11191037233	723 Worthington Court, Unit 4-C
11191037234	723 Worthington Court, Unit 4-D
11191037241	724 Worthington Court, Unit 3-A
11191037242	724 Worthington Court, Unit 3-B
11191037243	724 Worthington Court, Unit 3-C
11191037244	724 Worthington Court, Unit 3-D
11191038021	802 Worthington Court, Unit 2-A
11191038022	802 Worthington Court, Unit 2-B
11191038023	802 Worthington Court, Unit 2-C
11191038024	802 Worthington Court, Unit 2-D
11191038031	803 Worthington Court, Unit 6-A
11191038032	803 Worthington Court, Unit 6-B
11191038033	803 Worthington Court, Unit 6-C
11191038034	803 Worthington Court, Unit 6-D
11191038041	804 Canterbury Court, Unit 20-A

<u>Tax Key</u>	<u>Street Address</u>
11191038042	804 Canterbury Court, Unit 20-B
11191038043	804 Canterbury Court, Unit 20-C
11191038044	804 Canterbury Court, Unit 20-D
11191038051	805 Canterbury Court, Unit 23-A
11191038052	805 Canterbury Court, Unit 23-B
11191038053	805 Canterbury Court, Unit 23-C
11191038054	805 Canterbury Court, Unit 23-D
11191038061	806 Canterbury Court, Unit 19-A
11191038062	806 Canterbury Court, Unit 19-B
11191038063	806 Canterbury Court, Unit 19-C
11191038064	806 Canterbury Court, Unit 19-D
11191038071	807 Worthington Court, Unit 7-A
11191038072	807 Worthington Court, Unit 7-B
11191038073	807 Worthington Court, Unit 7-C
11191038074	807 Worthington Court, Unit 7-D
11191038081	808 Worthington Court, Unit 1-A
11191038082	808 Worthington Court, Unit 1-B
11191038083	808 Worthington Court, Unit 1-C
11191038084	808 Worthington Court, Unit 1-D
11191038091	809 Canterbury Court, Unit 24-A
11191038092	809 Canterbury Court, Unit 24-B
11191038093	809 Canterbury Court, Unit 24-C
11191038094	809 Canterbury Court, Unit 24-D
11191038101	810 Rockingham Court, Unit 8-A
11191038102	810 Rockingham Court, Unit 8-B
11191038103	810 Rockingham Court, Unit 8-C
11191038104	810 Rockingham Court, Unit 8-D
11191038111	811 Rockingham Court, Unit 14-A
11191038112	811 Rockingham Court, Unit 14-B
11191038113	811 Rockingham Court, Unit 14-C
11191038114	811 Rockingham Court, Unit 14-D

<u>Tax Key</u>	<u>Street Address</u>
11191038121	812 Rockingham Court, Unit 9-A
11191038122	812 Rockingham Court, Unit 9-B
11191038123	812 Rockingham Court, Unit 9-C
11191038124	812 Rockingham Court, Unit 9-D
11191038131	813 Rockingham Court, Unit 13-A
11191038132	813 Rockingham Court, Unit 13-B
11191038133	813 Rockingham Court, Unit 13-C
11191038134	813 Rockingham Court, Unit 13-D
11191038141	814 Rockingham Court, Unit 10-A
11191038142	814 Rockingham Court, Unit 10-B
11191038143	814 Rockingham Court, Unit 10-C
11191038144	814 Rockingham Court, Unit 10-D
11191038151	815 Rockingham Court, Unit 11-A
11191038152	815 Rockingham Court, Unit 11-B
11191038153	815 Rockingham Court, Unit 11-C
11191038154	815 Rockingham Court, Unit 11-D
11191038171	817 Rockingham Court, Unit 12-A
11191038172	817 Rockingham Court, Unit 12-B
11191038173	817 Rockingham Court, Unit 12-C
11191038174	817 Rockingham Court, Unit 12-D
11191038201	820 Devonshire Lane, Unit 15-A
11191038202	820 Devonshire Lane, Unit 15-B
11191038203	820 Devonshire Lane, Unit 15-C
11191038204	820 Devonshire Lane, Unit 15-D
11191038211	821 Devonshire Lane, Unit 18-A
11191038212	821 Devonshire Lane, Unit 18-B
11191038213	821 Devonshire Lane, Unit 18-C
11191038214	821 Devonshire Lane, Unit 18-D
11191038301	830 Devonshire Lane, Unit 16-A
11191038302	830 Devonshire Lane, Unit 16-B
11191038303	830 Devonshire Lane, Unit 16-C

<u>Tax Key</u>	<u>Street Address</u>
11191038304	830 Devonshire Lane, Unit 16-D
11191038311	831 Devonshire Lane, Unit 17-A
11191038312	831 Devonshire Lane, Unit 17-B
11191038313	831 Devonshire Lane, Unit 17-C
11191038314	831 Devonshire Lane, Unit 17-D
11191031101	715 Canterbury Court, Unit 25-101
11191031102	715 Canterbury Court, Unit 25-102
11191031103	715 Canterbury Court, Unit 25-103
11191031104	715 Canterbury Court, Unit 25-104
11191031105	715 Canterbury Court, Unit 25-105
11191031106	715 Canterbury Court, Unit 25-106
11191031107	715 Canterbury Court, Unit 25-107
11191031108	715 Canterbury Court, Unit 25-108
11191031109	715 Canterbury Court, Unit 25-109
11191031110	715 Canterbury Court, Unit 25-110
11191031111	715 Canterbury Court, Unit 25-111
11191031112	715 Canterbury Court, Unit 25-112
11191031113	715 Canterbury Court, Unit 25-113
11191031114	715 Canterbury Court, Unit 25-114
11191031201	715 Canterbury Court, Unit 25-201
11191031202	715 Canterbury Court, Unit 25-202
11191031203	715 Canterbury Court, Unit 25-203
11191031204	715 Canterbury Court, Unit 25-204
11191031205	715 Canterbury Court, Unit 25-205
11191031206	715 Canterbury Court, Unit 25-206
11191031207	715 Canterbury Court, Unit 25-207
11191031208	715 Canterbury Court, Unit 25-208
11191031209	715 Canterbury Court, Unit 25-209
11191031210	715 Canterbury Court, Unit 25-210
11191031211	715 Canterbury Court, Unit 25-211
11191031212	715 Canterbury Court, Unit 25-212

<u>Tax Key</u>	<u>Street Address</u>
11191031213	715 Canterbury Court, Unit 25-213
11191031214	715 Canterbury Court, Unit 25-214
11191031215	715 Canterbury Court, Unit 25-215
11191031216	715 Canterbury Court, Unit 25-216
11191031301	715 Canterbury Court, Unit 25-301
11191031302	715 Canterbury Court, Unit 25-302
11191031303	715 Canterbury Court, Unit 25-303
11191031304	715 Canterbury Court, Unit 25-304
11191031305	715 Canterbury Court, Unit 25-305
11191031306	715 Canterbury Court, Unit 25-306
11191031307	715 Canterbury Court, Unit 25-307
11191031308	715 Canterbury Court, Unit 25-308
11191031309	715 Canterbury Court, Unit 25-309
11191031310	715 Canterbury Court, Unit 25-310
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11191031312	715 Canterbury Court, Unit 25-312
11191031313	715 Canterbury Court, Unit 25-313
11191031314	715 Canterbury Court, Unit 25-314
11191031315	715 Canterbury Court, Unit 25-315
11191031316	715 Canterbury Court, Unit 25-316
11191031406	715 Canterbury Court, Garage 63

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AMENDED AND RESTATED BY-LAWS
DEVONSHIRE VILLAGE CONDOMINIUM OWNERS' ASSOCIATION

ARTICLE I

GENERAL PROVISIONS

Section 1.01 - Unincorporated Association. The affairs of this condominium shall be governed by an unincorporated association of its units owners known as "Devonshire Village Condominium Owners' Association".

Section 1.02 - Mailing Address. The Association's mailing address shall be 811 Rockingham Court, West Bend, WI 53090.

Section 1.03 - Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

Section 1.04 - Conflicts. In case of any conflict between the Condominium Ownership Act (the Act) or the Declaration and these By-Laws, the Act or the Declaration, as the case may be, shall control.

Section 1.05 - General Provisions. The requirements of general Wisconsin non-stock corporate law shall pertain to the organization and administration of the Association unless a clear contrary intent is evident from the Declaration or these By-Laws.

Section 1.06 – Acquiring and Conveying Property. (1) The Association may acquire and retain property in the name of the Association for and on behalf of all unit owners and may grant a mortgage on such property. In such event, assessments shall be made against all unit owners as part of the common expenses in order to provide the required mortgage payments.

(2) Decisions respecting the acquisition or conveyance of Association property shall require the approval of sixty-seven percent (67%) of the unit owners. This section does not apply to units acquired or conveyed in connection with a condominium lien foreclosure.

Section 1.07 - Borrowing Money. The Board of Directors or officers of the Association shall not borrow money on behalf of the Association unless authorized to do so by at least sixty-seven percent (67%) of the unit owners. Funds required for the repayment of borrowed money shall be part of the common expenses of the Association.

ARTICLE II

ASSOCIATION MEMBERSHIP

Section 2.01 - Roster of Unit Owners. The Association shall maintain a current roster of the names, phone number, email address, and mailing addresses of every unit owner to whom notice of meetings of the Association shall be sent as detailed in Section 3.04 herein. .

Section 2.02 - Representation of Multiple Owners and of Entities. When a unit has multiple owners, or such unit is owned by a trust, estate or other entity, then such owner(s) shall have the right to file a written designation with the Secretary specifying the person who shall represent the unit as the voting member in all meetings. Such written designation shall remain in effect and be binding upon such unit owner(s) until a written revocation by the unit owner(s) is filed with the Secretary. If such written designation or a properly signed proxy has not been filed before any meeting, then the presiding officer at such meeting shall have the right to designate any person present representing the unit owner(s) as the voting member to cast the vote for such unit at such meeting and such designation shall be conclusive for that meeting.

Section 2.03 - Certificate of Membership. The Board of Directors may adopt a membership certificate which the Secretary can issue to the person, persons or entity owning any unit, but such certificate shall not be transferable in any manner whatsoever and the existence or production of any such certificate for any unit shall not supersede or affect the validity of the membership roster of the Association.

ARTICLE III

ASSOCIATION MEETINGS

Section 3.01 - Annual Meetings. The annual meeting of the Association shall be held each year at a date and time set by the Board of Directors. General owners' meetings may be held twice a year (typically in April and October), and the fall meeting may be the annual meeting if noticed as such.

Section 3.02 - Special Meetings. Special meetings of the Association may be called at any time by the President or by the Board of Directors, or upon written request of the unit owners who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3.03 - Place of Meetings. All meetings shall be held at the condominium, or at such other place in Washington County, Wisconsin, or may be held virtually, as the Board of Directors may designate.

Section 3.04 - Notice of Meetings. No regular or special meeting of the Association may be held except on at least ten (10) days' written notice personally or electronically delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners. Such notice shall specify the place (whether physical or virtual), day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 3.05 - Quorum. Presence at an owners' meeting may be in person, virtual (via video/digital conferencing), or by proxy. The presence at an Association meeting of owners and proxies entitled to cast twenty five percent (25%) of the Association votes shall constitute a quorum for any action except as otherwise provided in the Act, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or be represented.

Section 3.06 - Suspension of Voting Rights. No unit owner may vote at a meeting of the Association until such owner shall furnish the Association with the required information for the roster of unit owners noted in Section 2.01 above. Further, a unit owner may not vote at a meeting of the Association if the Association has recorded a Statement of Condominium Lien on the owner's unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 3.07 - Proxies. At all Association meetings owners may vote in person, electronically (remotely, via electronic means), or by proxy. All proxies shall be in writing and filed with the Secretary not later than the day before the scheduled meeting. Every proxy shall be revocable and shall automatically cease upon conveyance of a unit or upon the termination of an owner's interest therein. In any event, a proxy is effective only for a maximum period of 180 days following its issuance unless it is granted to a mortgagee or lessee.

Section 3.08 Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, or these By-Laws to be taken by the vote of the unit owners may be taken without a meeting if the Association delivers a written ballot to every unit owner entitled to vote on the matter. The written ballot may be delivered to the unit owner by any of the methods set forth in Section 3.05 above. The written ballot shall set forth each proposed action, shall provide an opportunity to vote for or against each proposed action, and shall be accompanied by a notice stating the number of responses needed to meet the quorum requirements, the percentage of approvals necessary to approve each matter other than election of directors, and the time by which the ballot must be received by the Secretary of the Association in order to be counted. Approval of any action by written ballot shall be valid only when the number of votes cast by ballot equals or exceeds the quorum required at a meeting authorizing the action, and the number of approvals equals or exceeds the number of votes that would be required to approve the matter at a meeting at which the total number of votes cast was the same as the number of votes cast by ballot. Ballots may be delivered to the Secretary via email. Once received by the Secretary of the Association, a written ballot may not be revoked.

ARTICLE IV

BOARD OF DIRECTORS

Section 4.01 - Number. The affairs of this Association shall be managed by a Board of not less than three (3) Directors.

Section 4.02 - Term of Office. The Directors shall be elected for three (3) year terms, with at least one-third of the Directors elected each year.

Section 4.03 - Removal. Any Director may be removed from the Board with or without cause, by a vote of two-thirds (2/3) of the Directors or by a majority vote at an Association meeting. In the event of the death, resignation or removal of a Director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term.

Section 4.04 - Compensation. No Director shall receive compensation for any service rendered to the Association as a Director. Any Director may, however, be reimbursed for actual expenses incurred in the performance of duties. Some officers may be compensated as set forth in Article VII herein.

Section 4.05 - Nomination. Nominations for Directors may be made in advance of the annual meeting, and may also be made from the floor at the annual meeting.

Section 4.06 - Election. Election to the Board of Directors shall be by written ballot. The person(s) receiving the largest number of votes shall be elected.

Section 4.07 - Qualifications. Each member of the Board of Directors shall be a Unit Owner or, if a Unit Owner is a partnership, then a general partner of such Unit Owner may be a director and if a Unit Owner or such partner is a corporation, then an officer of such corporation or an agent appointed by the board of directors of such corporation may be a director. If a Unit or Units is/are owned by spouses or domestic partners, the spouses or domestic partners are prohibited from serving as directors at the same time, regardless of the number of Units owned. If a Unit Owner has a delinquent account with the Association, that Unit Owner cannot be elected as a director. If at any time a director becomes delinquent on any payment to the Association, the director is required to resign from his board position (and any officer position held) unless he brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during his term, he shall thereupon cease to be a director and his place on the Board shall be deemed vacant.

ARTICLE V

MEETING OF DIRECTORS

Section 5.01 - Regular Meetings. Regular meetings of the Board of Directors shall be held monthly every second Tuesday, or at such place and hour as may be fixed from time to time by resolution of the Board. Board members are notified one (1) week in advance of the meeting either by phone or email of the date, time, and place (physical or virtual) of the meeting. Any meeting of the Board may be in person, or via phone or video/digital conference.

Section 5.02 - Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association or by any two (2) Directors after not less than ten (10) days' notice to each Director.

Section 5.03 - Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Presence at a Board meeting may be in person, or via phone or video/digital conference.

Section 5.04 - Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Such written approval may be provided by email or other electronic means. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 5.05 - Waiver of Notice of Meeting. Any Director shall have the right to file a written waiver of notice of the meeting of the Board of Directors and consent to the transaction of any business that may come before the meeting. Such waiver can, be given before or after any meeting and shall be effective when filed with the Secretary with the minutes of the meeting.

ARTICLE VI

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.01 - General. The Board of Directors shall have the authority to exercise, for and on behalf of the Association, all powers, duties and authority vested in or delegated to the Association by the Act or the Declaration, except where the Act or Declaration specifically require a vote of the Association membership.

Section 6.02 - Specified. The Board of Directors shall have the specific power and duty to:

- (1) Adopt administrative rules and regulations (herein referred to as the "Rules and Regulations") governing the use and occupancy of the units; the use of the common elements; the conduct of the unit owners, unit occupants and their guests; and to establish penalties for the infraction thereof; provided, however, that any portion of such Rules and Regulations may be amended or rescinded by the unit owners representing sixty-seven percent (67%) of the units at any annual or special meeting if written notice thereof is given to all members at least ten (10) days before the date of such meeting.
- (2) Employ a manager, managing agent, independent contractor or such other employees and personnel as the Board of Directors deems necessary, and to prescribe their compensation and duties.
- (3) Cause to be kept, using standard bookkeeping procedures, detailed and accurate records or the receipts and expenditures effecting the common elements, specifying and itemizing the maintenance and repair expenses or the common elements and any other expenses incurred, together with a complete record of all proceedings and activities of the Board of Directors and the Association. A summary of such records shall be presented to the Association membership at each annual meeting.
- (4) Cause all vouchers authorizing the payment of common expenses, and the books and papers of the Association to be available for examination by the unit owners at convenient times at the principal office of the Association, where copies may be purchased at reasonable cost.
- (5) Prepare on or before November 1 of each year an annual budget for consideration and adoption by the annual meeting of the Association which budget shall show the estimated income and receipts of the Association, together with the common expenses which will be required to properly maintain the common elements as provided in the Declaration.

- (6) Fix the amount of the regular monthly assessments required to be paid by each unit based on such annual budget and a reasonable amount considered by the Board of Directors to be necessary for a reserve for contingencies, replacements and improvements.
- (7) Furnish to each unit owner at or before the annual meeting each year a summary of the proposed Association budget and a statement of the monthly assessment to be made to each unit during the following year..
- (8) Sue to recover a money judgment for unpaid assessments and charges and/or foreclose the lien against any unit for which assessments or charges are not paid, in which event the Board of Directors on behalf of the Association may bid on such unit at foreclosure sale and acquire, hold, lease, mortgage and convey the unit.
- (9) Secure and maintain adequate policies of insurance as required by the Declaration.
- (10) Cause such officers, directors or employees of the Association having a financial responsibility to be bonded or insured at the expense of the Association as it may deem appropriate,
- (11) Contract for or otherwise provide for such services as may be necessary to manage, control and maintain the common elements in good, safe, clean, attractive and sanitary condition, order and repair.
- (12) Levy special assessments as authorized by the Declaration, provided that:
 - (a) a written report setting forth the reasons for and the estimated amount of the funds required, the proposed assessment against each unit, and the date or dates of payment is provided to the unit owners with the notice of the special Association meeting at which such special assessment will be considered; and
 - (b) such special assessment is approved by the affirmative vote of unit owners representing a majority of the votes at a meeting at which a quorum is present.
- (13) Designate by resolution, from time to time, one or more banks to act as depository for the funds of the Association.
- (14) Establish procedures for the approval of all disbursements from the Association's funds and for the regular audit of the books and records of the Association.

ARTICLE VII

OFFICERS AND THEIR DUTIES

Section 7.01 - Enumeration of Officers. The Officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary, a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.02 - Election of Officers. The election of officers shall take place at the first meeting of the Board meeting of the Association.

Section 7.03 - Term. The officers of this Association shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless he/she shall sooner resign, be removed or otherwise be disqualified to serve.

Section 7.04 - Special Appointments. The Board of Directors may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

Section 7.05 - Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.06 - Vacancies. A vacancy in any office shall be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer replaced.

Section 7.07 - Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of the other offices except in the case of special offices created pursuant to Section 7.04 hereof.

Section 7.08 - Duties. The duties of the officers are as follows:

- (1) President. The President shall preside at all meetings of the Board of Directors and Association; shall see that the orders, resolutions, Rules and Regulations of the Board are carried out; shall sign all leases, mortgages, deeds and other instruments of conveyance and shall co-sign all checks and promissory notes.
- (2) Vice-President. The Vice-President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board of Directors.

- (3) Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Association; serve notice of meetings of the Board and of the Association; keep the Association roster of unit owners and addresses; sign, verify and file all statements of condominium lien (unless delegated to an agent of the Association by the Board); certify statements of unpaid condominium assessments for deliver to unit grantees; co-sign all leases, mortgages, deeds and other Instruments of conveyance; and perform such other duties as required by the Board.
- (4) Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an audit or financial review of the Association books to be made by a public accountant at the discretion of the Board or upon a resolution of the Association; and shall prepare an annual budget and a statement of income and expenditures to be presented to the Association at its annual meeting and deliver a copy of each to the unit owners.

Section 7.09 – Compensation. The offices of Secretary and Treasurer may be compensated upon resolution of the Board of Directors.

ARTICLE VIII

COMMITTEES

Section 8.01 - General Committees. The Board of Directors shall appoint such committees for such purposes and terms as it deems appropriate to discharge the duties and responsibilities of the Association and the Board of Directors and to provide for the proper operation of the Association.

Section 8.02 - Landscape Maintenance Committee. The Board of Directors may appoint a Landscape Maintenance Committee for the purpose of planning and executing, subject to Board approval, the design, installation and maintenance of flower beds, shrubbery, lawn and landscaping.

ARTICLE IX

COMMON EXPENSES

Section 9.01 - Illustrative List. The common expenses set forth in Section 9.02 are intended only to guide unit owners, directors and officers in understanding the nature and purpose of common expenses. The common expenses actually incurred by the Association may include items not listed in Section 9.02 or conversely, may not include items which are listed. The Board of Directors shall have full authority to determine and authorize appropriate common expenses.

Section 9.02 - Typical Expenses. Common expenses may include, but are not limited to, the cost of:

- (1) maintaining the grounds which are part of the common elements, including cutting of grass, care of shrubs and trees.
- (2) Snow removal from all of the sidewalks and parking areas and private drives of the condominium.
- (3) providing garbage, rubbish and trash collection.
- (4) providing water, sewer maintenance, electrical and other utility services for the project, except to the extent that any part of the same are separately metered or billed to individuals.
- (5) property and liability insurance on the condominium and the cost of such other insurance as the Association may obtain, to the extent that the same is not required to be separately billed to individuals.
- (6) the services of the management and maintenance personnel or independent contractors as the Association shall consider necessary for the operation of the condominium,
- (7) providing such legal and accounting services as may be considered necessary to the operation of the condominium.
- (8) acquiring, painting, maintaining, replacing, repairing, operating and landscaping the common elements and such furnishings and equipment for the common elements as the Board of Directors shall determine are necessary and proper.
- (9) any and all other materials, supplies, labor, services, maintenance, repairs, taxes, assessments or the like which the Association is required to secure or pay for by law, or otherwise, or which in the discretion of the Board of Directors shall be necessary or proper for the operation and use of the common elements.
- (10) any amount necessary to discharge any lien or encumbrance levied against the condominium, or any portion thereof, which may, in the opinion of the Board of Directors, constitute a lien against any of the common elements rather than the Interest of the owner of any individual unit.

ARTICLE X

AMENDMENTS

Section 10.01 - Presentment. Amendments to these By-Laws may be initiated and presented by the Board of Directors or any unit owner. Amendments must be submitted in writing to all unit owners at least ten (10) days prior to the annual or special Association meeting at which they will be considered if presented at a meeting; otherwise, amendments may be presented for a vote by written ballot as set forth in Section 3.08 above.

Section 10.02 - Vote Required. These By-Laws may be amended by the affirmative vote of unit owners having sixty-seven percent (67%) or more of the votes.

The foregoing Amended and Restated By-Laws were duly adopted by a meeting of the Association held on April 18, 2023.

DEVONSHIRE VILLAGE CONDOMINIUM ASSOCIATION

RULES AND REGULATIONS (REVISED May 16, 2023)

Devonshire Village Condominium Association has adopted the following Rules and Regulations. These Regulations may be amended from time to time by resolution of the Board of Directors. It is the responsibility of the Board of Directors to administer and enforce the rules. However, it is the responsibility of each resident to cooperate and adhere to the rules of the condominium association, and residents are encouraged to report violations of these rules to your block representative or Board of Directors.

All owners, Occupants, Guests, Invitees and all other persons on the Association property shall comply with these Regulations. The cost of repairing any damage resulting from noncompliance with the Rules and Regulations caused by owner, occupant, guest and invitees shall be paid by the Unit Owner.

1. ANIMALS. Animals are permitted only in those buildings designated by the Association and are subject to the following restrictions and limitations:

- A.** The only animals permitted anywhere in the condominium are small birds in cages, fish, one domesticated cat or one dog under twenty pounds in size.
- B.** Dogs and cats must be registered by the owner with the association. Registration information includes name, breed, color, weight, sex and owner's name.
- C.** No animals may be tied, staked or penned outside a unit, nor may any animal be kept in a garage.
- D.** When outside a unit, animals must be held or on a leash in control of the handler at all times.
- E.** Any damage to lawns or shrubbery will be the sole expense of the owner of the animal which caused the damage.
- F.** Designated Animal Buildings:
724 & 807 Worthington Court
804, 805 & 809 Canterbury Court
813, 814 & 817 Rockingham Court

The Board of Directors may order the temporary or permanent removal of any animal creating a nuisance or not kept in compliance with these rules and regulations. Should an Owner or Occupant have a non-authorized animal in a no animal building a fine will be assessed and immediate removal of the animal by the owner/occupant.

2. PARKING. It is the intent of the Association that unit owner's and occupant's motor vehicles should be parked within the garages. (No unit is to have more than 2 motor vehicles including motorcycles). Accordingly, motor vehicles shall not be parked outside of garages except that if an owner having a one-stall garage has two vehicles, one vehicle may be parked outside of the garage door and except that temporary parking is permitted outside of a two-stall garage for vehicle cleaning and unloading.

A. Parking for guests is provided along the interior streets of Devonshire Village subject to a 24 hour limit, no more than 3 non-consecutive days within a month. In no event shall an owner, occupant or guest park a vehicle in a manner which will block access to the refuse and garbage dumpsters by the City.

B. No parking on interior streets within the Association when roads are being plowed. Should a vehicle not be removed for snow plowing the owner or occupant will be required to clear the snow.

C. NO PARKING ON THE GRASS. All four tires must be on the asphalt.

D. Parking on interior is only allowed on one side of the street.

No parking on the North side of Devonshire Lane

No parking on the East side of Rockingham Court

No parking on the West side of Worthington Court

No parking on the West side of Canterbury Court

No parking on the dead end of the various road

Roads need to be kept open at all times for Multi Emergency Vehicles.

3. **GARBAGE AND REFUSE.** All garbage and refuse must be placed in the dumpster provided by the Association for pickup by the City. Unit owners and occupants are responsible to remove from property any material which the City will not pick up. All garbage must be bagged. All boxes (including soda boxes, cereal boxes) must be broken down before placing in recycling container. *For a complete list of recycling and garbage rules refer to the City of West Bend Web site.*

4. **LAUNDRY OWNERS.** and Occupants are not permitted to place laundry poles or lines of any type, whether temporary or permanent, outside of the exterior walls of the building. No hanging laundry on porches and decks permitted.

5. **SIGNS.** No signs are permitted on the property except as specifically set forth in this section. Signs offering a unit for sale shall be limited to one window or door sign not larger than 24 X 30. No other signs are permitted on any of the common grounds.

6. **GRILLS.** Grills are permitted only on ground floor and must be 10 feet away from the building and parked vehicles. Grills permitted in front of garages, or on patio. Any damage to asphalt, lawn or buildings will be the sole expense of the owner.

7. **VINYL PRIVACY FENCES.** Unit owners that have "Privacy Fences" are not allowed to attach anything from the fences (by nails, screw and adhesive tape, etc).

8. **ASSESSMENT COLLECTION POLICY.** The collection policy of the Associations as follows:

A. Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the unit owners informing them of the special assessment.

B. Any fines, penalties or other assessments against a Unit Owner shall be due on or before

the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties or other charges.

C. All payments received will be applied to the oldest amounts due on record-first to any late fees, interest, attorneys' fees and costs and then to the assessment or fine balance. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e. a postdated check).

D. The actual date of the Association's receipt of payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.

E. In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed) the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association as a result of the return of a Unit Owner's payment, whichever is greater.

F. No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless themselves statement is written in "red", the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney. Pursuant to paragraph 10 below.

G. A late fee of \$50.00 shall be assessed against a Unit Owner for any payment not received by the Association by the fifth (5th) day after its due date. This late fee assessment shall be made upon each failure by the Unit owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a compound rate of 1.5% per month (18% per annum) until paid.

H. The basic collection system of the Board shall be as follows:

- i. At 15 days past due, a board member may call the delinquent owner.
- ii. At 30 days past due, a past due notice may be sent.
- iii. At 45 days past due, a second past due notice may be sent.
- iv. At 60 days past due, the matter may be referred to the attorney for collection.

I. An administrative fee of \$100.00 shall be assessed against a Unit owner when a matter is turned over to the Association's attorneys for collection. The Unit owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit owners past due balance.

J. Once a Unit owner is notified or becomes aware that its account has been referred to legal counsel, then all future payment, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit owner in writing to pay in some other manner. Unit owners in collection will not

receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

9. **DECKS/BALCONIES.** The Association will repair structural problems, however, carpeting painting and low maintenance is the owners responsibility.
10. **FIRE PITS.** The use of a fire pit on any common area is **NOT** permitted.
11. **OUTDOOR LIGHTING.** In the 4 family, upper unit owners are responsible for the light bulb replacement and electricity charges located by your garage door and the lower unit owner is responsible for the light bulb replacement and electricity charges located by your front door.
12. **WINDOWS, DOORS.** Owners are responsible for maintenance and replacement of windows (MUST HAVE GRIDS), screens, garage doors, (should match existing color and match the existing panel style), front screen/storm door needs to be white with $\frac{3}{4}$ screen view and front interior door needs to match existing style and color matching the shutters on the unit.

The following specifications apply:

Garage Doors must be replaced with the same type of panels that are currently on the doors. If the original color is not available, default should be white.

Exterior front door If original color (if to be painted) is not available to match the same as other side door, let the unit owner replace with a white door, with a kick plate. Replacement would be at the unit owner's expense.

Storm/screen doors If replacing the storm door, replace it with one that the window and screen be self-storing within the door, mostly what they call a $\frac{3}{4}$ view. The screen door needs to be white. Replacement would be at the unit owner's expense.

Windows If replacing windows, they have to have inner grid, same as original. Have aluminum trim to match siding. All replacements are at unit owner's expense.

13. **UPPER UNIT FLOORING.** Owners should be considerate of neighbors below and sufficient carpeting or rugs shall be maintained on the floor surfaces (except kitchen, closets and bathrooms). Hardwood or laminate (LPV) flooring may be installed as long as sound insulation under layment or padding is installed.
14. **TREES AND BUSHES.** Owners and Occupants are not to trim, cut branches, put any chemical on trees, bushes or plants.
15. **SHOVELING WALKWAYS.** The Association will have the private walkways cleared of snow once per snow fall (if over 1 inch). The owners or occupants will be required to keep walkways clear and to apply ice melt/sodium chloride when needed. DO NOT USE ROCK SALT as it causes damage to the cement.
16. **SATELLITE DISHES AND ANTENNAS.** The following rule applies to any owner who installs a satellite dish, television or other antenna. The rule does not apply to the extent that it conflicts with applicable law. Owners must notify the Board in advance of installing a satellite dish or antenna and sign a "Hold Harmless Agreement".

No satellite dishes or antennas may be placed in the common area, but in the event that adequate reception quality cannot be achieved by installation on the unit's patio/deck, application may be made to the Board of Directors with a proposed alternative placement (i.e. the roof) for the Board's review.

Satellite dishes shall be professionally installed and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (window, doors, door frames, etc.).

Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer will be responsible for the cost.

17. **NUISANCES.** No unlawful, immoral, noxious, offensive activity shall not be carried on in any unit or common elements as to affect the people in the other units, per the Association.

18. **WOOD BURNING FIREPLACES.** Owners are responsible for cleaning and chimney inspection every two (2) years and provide the Board of Directors verification that inspection and/or cleaning has been done. The owner is responsible to insure there is no corrosion of the chimney flu and chimney cap is in good repair. Any damage to the building caused by the fireplace chimney (soot, creosote, rust) is the sole responsibility of the unit owner. If chimney has not been inspected and or cleaned it cannot be used. Subject to Enforcement Policy #22.

19. **BATHROOM VENTS.** The tubing from inside bathroom ceiling vent cap to and including the outside wall vent cap repair is the unit owner's responsibility. In addition, all dryer vent tubing from the appliance to and including the outside vent cap is the unit owner's responsibility.

20. **SMOKE DETECTORS, CARBON MONOXIDE DETECTORS, DOORBELLS.** Unit owners are responsible for making sure these detectors and doorbells within their unit are in working condition.

21. **COMPLAINTS / REQUESTS.** Complaints regarding actions of other unit owners or request to have something looked at or repaired in your unit shall be made in writing (or email). Complaints go to Board of Directors or if Association has a Management Company to them.

22. **ENFORCEMENT POLICY AND GRIEVANCE PROCEDURE.** The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, By-Laws, Rules & Regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents").

A. **A WRITTEN WARNING** for a unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.

B. FIFTY DOLLARS (\$50.00) shall be assessed against a resident or unit owner for second violation of the Condominium Documents (or for the violation that remains after the Unit owner has received the warning letter discussed in 1.a.) The second violation does not need to be the same violation as the first violation in order for the \$50.00 fine to be assessed.

C. ONE HUNDRED DOLLARS (\$100.00) shall be assessed against a resident or Unit owner for each successive violation of the Condominium Documents.

D. Notwithstanding paragraphs (a-c) immediately above, FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria:

i. The violation is in direct defiance of a previous mandate from the Board of Directors.

ii. The violation was malicious in its intent.

iii. The violation is evidence of a pattern of the resident's or Unit owner's non-compliance with the Condominium Documents.

iv. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined (e.g. if alterations are made that cannot be restored to their original state).

Each day that a violation exists shall be a new violation subject to the fine at the discretion of the Board.

ATTORNEY FEES. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board.

In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counter claim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association's interest in a suit filed by the unit owner's mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees.

This Rule does not apply to owner's fair housing complaints, neither State nor Federal.

Any unit owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation

and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

GRIEVANCE COMMITTEE RULES AND PROCEDURES:

The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.

The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be *ad hoc* and appointed on an as-needed basis by the Board of Directors.

For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.

Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.

Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows:

- A. A letter shall be sent by certified mail, return receipt requested, informing all parties: (a) Of time, place and date of a hearing before the Grievance Committee. (b) Of the right of counsel. (c) That evidence shall be received and a record made whether or not the party complained against attends.
- B. The hearing shall be divided into two (2) sections: (a) The hearing. (b) The determination and decision.
- C. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.
- D. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) days of the hearing.
- E. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable to the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party.
- F. If the alleged offender fails to appear, the complaint must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.
- G. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that:

- A. The award was procured by corruption, fraud or undue means;
- B. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

C. The member(s) of the Grievance Committee were guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence pertinent and material to the controversy; or of any other misbehavior by which the rights of any party have been prejudiced;

D. The Grievance Committee exceeded its power, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.