THIRD AMENDMENT AMENDED AND RESTATED **DECLARATION** OF UNIT OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR

BAYSIDE WOODS CONDOMINIUM ASSOCIATION, INC., NO.2

RECORDED APRIL 29, 2019 1:38 PM
REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
DOCUMENT # 10865945

AND

AMENDED AND RESTATED **BY-LAWS** OF

BAYSIDE WOODS CONDOMINIUM ASSOCIATION, INC., NO. 2

Adopted by the Association on: December 18, 2018

33

Document Number

THIRD AMENDMENT AMENDED AND RESTATED DECLARATION OF UNIT OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR BAYSIDE WOODS CONDOMINIUM NO. 2

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REGISTER OF DEEDS
MILWAUKEE COUNTY, WI
AMOUNT: 30.00
FEE EXEMPT #:
TRANSFER TAX:

THIS THIRD AMENDMENT - AMENDED AND RESTATED DECLARATION OF UNIT OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR BAYSIDE WOODS CONDOMINIUM NO. 2 was adopted by the written consent of the unit owners of Bayside Woods Condominium No. 2 to amend and restate the Declaration of Unit Ownership and of Easements, Restrictions, Covenants and Conditions for Bayside Woods Condominium No. 2.

The legal description for the Bayside Woods Condominium No. 2 is the following.

Unit Numbers 71 through 82, inclusive, together with each unit's undivided interest in the common elements and the exclusive use of the limited common elements appurtenant to each Unit, all in Bayside Woods Condominium No. 2, a Condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the office of the Register of Deeds for Milwaukee County, State of Wisconsin, on May 24, 1983, in Reel 1531, Image 558, as Document No. 5619310, as amended by the Supplement and Amendment to Declaration recorded on July 15, 1985 as Document No. 5826978, and by the Amendment to Declaration recorded on January 7, 1999, as Document No. 7662904. Said condominium being located in the Village of Bayside, County of Milwaukee, State of Wisconsin on the real estate described in said Declaration and incorporated herein by this reference thereto.

Recording Area

Name and Return Address

Adam S. Bazelon
von Briesen & Roper, s.c.
411 E. Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202

Parcel Identification Number (PIN)

AMENDED AND RESTATED DECLARATION OF UNIT OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR BAYSIDE WOODS CONDOMINIUM NO. 2

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AMENDED AND RESTATED DECLARATION OF UNIT OWNERSHIP AND OF EASEMENTS, RESTRICTIONS, COVENANTS AND CONDITIONS FOR BAYSIDE WOODS CONDOMINIUM NO. 2

THIS AMENDED AND RESTATED DECLARATION (hereinafter the "Declaration"), made and entered into by the members of the Bayside Woods Condominium Association, Inc. No. 2 (the "Association").

WITNESSETH:

WHEREAS, the Bayside Woods Condominium No. 2 (the "Condominium") is a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin;

WHEREAS, the Condominium was established pursuant to the Declaration of Unit Ownership and of Easements, Restrictions, Covenants and Conditions for Bayside Woods Condominium No. 2, recorded on May 24, 1983 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5619310, as amended by the Supplement and Amendment to Declaration recorded on July 15, 1985 in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 5826978, and by the Amendment to Declaration recorded on January 7, 1999, in the Office of the Register of Deeds for Milwaukee County, Wisconsin as Document No. 7662904 (said Declaration and amendments prior to the date hereof shall hereinafter be referred to as the "Original Declaration");

WHEREAS, the Condominium consists of a certain parcel of real estate located in the Village of Bayside, Milwaukee County, Wisconsin and described in Exhibits A and B, which real estate has previously been submitted and subjected, together with all buildings, structures, improvements and other permanent fixtures thereon, and all rights and privileges belonging or in any way appertaining thereto (the "Property"), to the provisions of the Wisconsin Condominium Ownership Act, Chapter 703 of the Wisconsin Statutes, as amended from time to time (the "Act");

WHEREAS, the Association and its members desire to amend and fully restate the Original Declaration as set forth herein;

WHEREAS, pursuant to Article XIII, Section 4 of the Original Declaration and Section 703.09 of the Wisconsin Statutes, the Association may amend the Original Declaration upon the written consent of at least seventy-five percent (75%) of the Unit owners and their respective first mortgagee(s);

NOW, THEREFORE, the Association, with the required consent of the Unit Owners, as the holders of title of the Units within Condominium, hereby adopt this Amended and Restated Declaration for the Condominium, which is intended to amend, restate, and replace the Original Declaration in its entirety and the following terms, conditions, easements, restrictions, uses, reservations, limitations and obligations shall run with the land and shall be a burden and benefit and be binding upon the undersigned, and their successors, grantees, assigns, heirs, executors and

administrators, and any other person acquiring or owning an interest in the real estate comprising the Condominium, pursuant to the terms set forth below.

ARTICLE I
DEFINITIONS AND LEGAL DESCRIPTION OF LAND

Section 1. Legal Description of Land: The real estate which has been submitted and subjected to the provisions of the Condominium Ownership Act, Chapter 703, Wisconsin Statutes (the "Act"), is legally described in Exhibit A which, by this reference thereto, is made a part hereof.

Said real estate is also described and delineated on the Plat of Survey attached hereto as Exhibit B which, by this reference thereto, is made a part hereof. Said real estate, and all improvements thereon and appurtenances thereto shall be known as BAYSIDE WOODS CONDOMINIUM NO. 2.

Section 2. Definitions: Capitalized terms not otherwise defined herein shall have the meanings specified or used in the Act. For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "Association" shall mean and refer to BAYSIDE WOODS CONDOMINIUM ASSOCIATION, INC., NO. 2, a nonstock corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

(b) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit, including land contract purchasers, but excluding those having such interest merely as security for the performance of an obligation.

(c) "Unit" shall mean and refer to a part of the property subject to the Declaration, consisting of a portion of a residential building having a separate front, tear, and/or side entrance, enclosed rooms or areas occupying said building and bounded along the outer boundaries of the building as such boundaries are shown on the building and floor plans attached hereto as Exhibit C together with all facilities and improvements therein contained, excluding the land underneath same.

(d) "Common Elements" shall mean and refer to all parts of the Condominium other than the Units.

(e) "Limited Common Elements" shall mean and refer to those portions of the Common Elements, as described in this Declaration that are reserved for the exclusive use of one or more but less than all Units.

(f) "Mortgage" shall mean any Mortgage or other security instrument by which a Unit or any part thereof is encumbered.

(g) "Mortgagee" shall mean any person named as the Mortgagee under any Mortgage under which the interest of any Owner is encumbered, or any successor to the interest of such person under such Mortgage.

ARTICLE II
PROPERTY AND UNITS: SUBMISSION TO ACT

Section 1. Submission of Property to the Act: The real estate described in Exhibits A and B and all buildings and improvements constructed or to be constructed thereon have been submitted and are subject to the provisions of the Act

Section 2. Code Identification: Each Unit shall be specifically designated in a numerical sequential order, as set forth in Exhibit B attached hereto and made a part of this Declaration.

As an alternative method of identification, each Unit may be designated by its street address.

Every deed, lease, mortgage, or other instrument may legally describe a Unit by its identifying number or street address, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act.

Section 3. Description of Residential Buildings: Each residential building on the real estate described in this Declaration contains two (2) units and is fully described in the exhibits attached hereto and made a part of this Declaration. The twelve (12) buildings aggregating twenty-four (24) units are located as indicated in the survey, Exhibit B attached hereto and made a part of this Declaration. Each of the buildings contains two (2) Units. Each Unit has one story and a basement, and contains a living room, dining room, kitchen, two (2) bedrooms and two (2) bathrooms. The buildings are constructed principally of wood, brick and staccato.

Further, subject to the written approval of the Bayside Woods Condominium Association, Inc. No. 2, and whenever required, the approval of the Village of Bayside, a Unit owner may alter a Unit in any one or more of the following respects and subject to the following provisions and conditions:

1. Alter the exterior window walls within one (1) room of the Unit;

2. The above alterations must be aesthetically satisfying and shall not adversely affect another Unit or Units;

The location, and designation of each Unit, the number of Units in each building, and the immediate common area to which each Unit has access are set forth in Exhibit C. The approximate area and number of rooms of each Unit are set forth in Exhibit C. The Unit numbers, the street address and type of each Unit and the approximate number of bedrooms in each Unit are set forth in Exhibit D.

ARTICLE III
COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

Section 1. Ownership of Common Areas: Each Unit Owner shall be entitled to and own an undivided interest in the Common Elements as a tenant-in-common with all other Unit Owners of the property, and, except as otherwise limited in this Declaration, shall have the right to use the Common Elements for all purposes incident to the use and occupancy of such owner's Unit as a place of residence, and such other incidental uses permitted by this Declaration, which right shall be appurtenant to and run with this Unit. Each Unit's percentage of ownership in the Common Elements shall be one twenty-fourth (1/24) of the Common Elements.

Each Unit's percentage of ownership in the Common Elements shall be subject to such easements that have been granted or may hereafter be granted to the Village of Bayside, public utilities or for water service, and subject to the reservations provided for in ARTICLE I, Section 5(c) above and the easements created and provided in ARTICLE XI.

Section 2. Limited Common Elements:

(a) Description of Limited Common Elements: Certain Common Elements as described in this Section are Limited Common Elements and shall be reserved for the exclusive use and possession of the owners of the units to which they are appurtenant. Each Unit Owner shall be entitled to the exclusive use and possession of the following Limited Common Elements:

(i) The porches and patios attached to, leading directly to or from, and located outside of and adjoining each Unit;

(ii) Flowering beds and plantings which are located immediately adjacent to the Unit, at the front walkway leading directly to or from the Unit, or immediately adjacent to the back patio of the Unit;

(iii) The driveways attached to, leading directly to or from, and located outside of and adjoining each Unit.

(b) Use of Limited Common Elements: A Unit Owner shall not paint, or otherwise decorate or adorn or change the appearance of any such porch, patio or driveway without the prior approval of the Board of Directors.

(c) Parking Areas: Except for driveways, any parking area or other portion of the property allocated to parking purposes shall be part of the Common Elements and not a Limited Common Element or part of any individual Unit.

Section 3. No Partition of Common Elements: There shall be no partition of the Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the property is withdrawn from its terms or from the terms of any statute applicable to condominium ownership; provided, however, that if any Unit shall be owned by two or more co-

owners as tenants-in-common or as joint tenants, nothing herein contained shall be deemed to prohibit a voluntary or judicial partition of said Unit ownership as between such co-owners.

ARTICLE IV
OTHER PROPERTY RIGHTS AND OBLIGATIONS OF OWNERS

Section 1. Owners Right to Ingress and Egress and Support: Each Owner shall have the right to ingress and egress over, upon and across the Common Elements necessary for access to his or her Unit and such rights shall be appurtenant to and pass with the title to each Unit.

Section 2. Use of Units: Each Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. However, a Unit Owner may use a portion of a Unit for a home office, provided, that such use is consistent with all valid laws, the residential zoning ordinances and regulations of all governmental agencies having jurisdiction over the condominium, and that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner, and provided, further, that in no event shall any part of the condominium be used or maintained as an office or store at which clients or customers customarily call or which generates bulk shipping or receiving.

Section 3. Use of Common Elements: There shall be no obstruction of the Common Elements, nor shall anything be kept or stored on any part of the Common Elements without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed, or removed from the Common Elements except upon the prior written consent of the Association.

Section 4. Prohibition of Damage and Certain Activities: Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof to increase the rate of insurance on the premises or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Unit or in the Common Elements or any part thereof which would be in violation of any Statute, rule, ordinance, regulation, permit or other validly imposed requirement of any governmental body. No damage to, or waste of, the Common Elements or any part thereof shall be committed by any Owner or any invitee of any Owner and each Owner shall indemnify and hold the Association and the other Owners harmless against all loss resulting from any such damage or waste caused by the Owner or his or her invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be carried on in any Unit or in the Common Elements or any part thereof. Nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing in the Unit.

Section 5. Animals: The Association may, by rules and regulations, prohibit or limit the raising, breeding or keeping of animals in any Unit or on the Common Elements or any part thereof. No animal shall be permitted in any Common Elements or Limited Common Elements unless it is on a leash and attended by an adult.

Section 6. Rules and Regulations: No Owner shall violate the rules and regulations for the use of the Unit and of the Common Elements as adopted from time to time by the Association.

Section 7. Delegation of Use: Any Owner may delegate his or her right of enjoyment to the Common Elements, amenities and easements to the Owner's guests and family members and only to said individuals.

Section 8. Separate Mortgage of Units: Each Unit Owner shall have the right to mortgage or encumber his or her own respective Unit, together with his or her respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to mortgage or otherwise encumber in any manner whatsoever the property or any part thereof, except his or her own Unit and his or her own respective ownership interest in the Common Elements.

Section 9. Separate Real Estate Taxes: It is intended and understood that real estate taxes are to be separately taxed to each Unit Owner for his or her Unit and his or her corresponding percentage of ownership in the Common Elements, as provided in the Condominium Ownership Act. In the event that, for any year, such taxes are not separately taxed to each Unit Owner, but are taxed on the property as a whole, then each Unit Owner shall pay his or her proportionate share thereof, the allocation in respect to Common Elements to be in accordance with his or her respective percentage of ownership interest in the Common Elements.

Section 10. Maintenance, Repairs, and Replacement by Unit Owners: Each Unit Owner shall furnish, at his or her own expense and be responsible for the following:

(a) Except as provided herein, the maintenance, repairs and replacements of the exterior of each Unit and the Limited Common Elements which serve said Unit, including all siding, gutters, downspouts, lighting fixtures, roof, chimneys, vents, skylights, solar tubes/tunnels, foundation, grading, patios, porches, and plantings and landscape beds which are located immediately adjacent to the Unit or along the front walkway or back patio. There shall be no change in materials or design the exterior without the prior written approval of the Association. However, the Association shall furnish and be responsible for the painting of the exterior of each building and the re-surfacing, repairs, and maintenance of all driveways including those servicing each building.

(b) All maintenance, repair, and replacement of the interior of the Unit, including, but not limited to, the doors and windows, sump pump, radon mitigation system, plumbing fixtures, and electrical, heating, and air conditioning systems, and including any conduits, ducts, vents, wires, cables, pipes, and other connecting and controlling mechanisms and devices that are located within, originate from, or serve a single Unit.

ARTICLE V
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership: Every Owner shall be entitled and required to be a member of the Association. If title to a Unit is held by more than one person, each of such persons shall be members. An Owner of more than one Unit shall be entitled to one membership for each Unit Owned by him or her. Each such membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically by conveyance of that Unit. No person or entity other than an Owner may be a member of the Association, and a membership in the Association may not be transferred except in connection with the transfer of title to a Unit; provided, however, that the rights of voting may be assigned to a Mortgagee as further security for a loan secured by a lien on a Unit.

Section 2. Voting. At any meeting of the members of the Association, every Unit Owner may act in person or by written proxy which has been signed by it, is dated not more than 180 days before the meeting, contains no terms inconsistent with the present exercise thereof and has been filed with the records of the proceedings of the Unit Owners. The designation of any proxy shall be revocable at any time prior to exercise thereof by written notice similarly filed. Each Unit Owner shall be entitled to cast one vote with respect to each Unit owned by such Unit Owner. Votes appurtenant to a single Unit shall be cast on the same side of any question except that if a Unit shall be owned in undivided interests, each Owner of an undivided interest shall be entitled to cast with respect to such undivided interest the same percentage of the vote appurtenant to such Unit as the percentage of such undivided interest bears to the aggregate of all undivided interests in such Unit, and votes appurtenant to different undivided interests in the same Unit need not be cast on the same side of any question. Any action required or permitted to be taken at any meeting of the members may be taken without a meeting if all of the members consent to the action in writing and the written consents are filed with the records of the proceedings of the members. Such consent shall be treated for all purposes as a vote at a meeting.

Section 3. Supplement: The provisions of this Article are to be supplemented by the Articles of Incorporation of the Association and the By-Laws of the Association, provided, however, that no such supplement shall substantially alter or amend any of the rights or obligations of the Owners set forth herein.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Elements: The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Elements and all improvements thereon (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Maintenance, Repairs, and Replacements by the Association: The Association shall be responsible for the following:

(a) The maintenance, repair, and replacement of all Common Elements, including, but not limited to, the lawn, mailboxes and posts, sidewalks, trees, landscaping and plantings (except those landscaping and plantings which are located immediately adjacent to a. Unit or along the front walkway or back patio) and water and waste laterals;

(b) The painting of the exterior of each building;

(c) The re-surfacing, repairs, and maintenance of all driveways including those servicing each building;

(d) Snow removal from the sidewalks, driveways, and streets.

Section 3. Services: The Association may 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. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Common Elements or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, and other common services to each Unit.

Section 4. Personal Property For Common Use: The Association may acquire and hold for the use and benefit of all of the Owners tangible and intangible personal property and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same proportion as their respective interests in the Common Elements. Such interest shall not be transferable except with the transfer of a Unit. A transfer of a Unit shall transfer to the transferee ownership of the transferor's beneficial interest in such property without any reference thereto. The transfer of title to a Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Unit.

Section 5. Rules and Regulations: The Association may make reasonable rules and regulations governing the use of the Units and of the Common Elements, which rules and regulations shall be consistent with the rights and duties established in this Declaration.

Section 6. Implied Rights: The Association may exercise any other right or privilege given to it expressly by this Declaration of by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

ARTICLE VII
COVENANT FOR ASSESSMENTS

Section 1. Agreement to Pay Assessment: Each Owner of any Unit by the acceptance of a deed or land contract therefor, whether or not it be so expressed in the deed, shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purposes provided in this Declaration, for the annual assessments, for special assessments, for capital improvements, and for any other matters as provided in this Declaration. Such Assessments shall be fixed, established and collected from time to time in the manner provided in this Article.

Section 2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents, to pay for the improvement and maintenance of the Common Elements and such emergency repairs as the Association may deem necessary, and to pay for the obligations of the Association under this Declaration.

Section 3. Annual Assessment: The Association shall levy annual assessments against the Unit owners for the purpose of maintaining a fund from which Common Expenses may be paid, as set forth in the By-laws of the Association.

Section 4. Special Assessments: In addition to the annual assessments authorized above, the Association may levy in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, any deficit and the cost of any construction, reconstruction, repair or replacements of a capital improvement upon the Common Elements including fixtures and personal property related thereto, provided that any such assessment shall have the assent of fifty-one (51) percent of the votes of the members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Uniform Rate of Assessments: Both annual and special assessments must be filed at a uniform rate for all Units and may be collected on a monthly or other periodic basis.

Section 6. Lien for Assessments: All sums assessed to any Unit pursuant to this Article, together with interest thereon as provided herein, shall be secured by a lien on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

(b) A lien for all sums unpaid on the first Mortgage recorded prior to the making of the assessment; and

(c) Construction liens filed prior to the making of such assessment.

All other lienors acquiring liens on any Unit after this Declaration, which liens shall have been recorded in said records shall be deemed to consent that such liens shall be inferior to future

liens for assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Article the Association may file a statement of lien in the office of the Clerk of the Circuit Court of Milwaukee County, Wisconsin. No notice of lien shall be filed until there is a delinquency in payment of the assessment. Such lien may be enforced and foreclosed as provided in Section 703.165, Wisconsin Statutes. In any such proceeding, the Owner shall be required to pay the costs and expenses of filing the notice of lien and all reasonable attorneys' fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Unit which shall become due during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

Any encumbrancer holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Section, and upon such payment such encumbrancer shall be subrogated to all rights of the Association with respect to such lien, including priority.

The Association shall upon written request report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than ninety (90) days after the same shall have become due; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

Section 7. Effect of Nonpayment of Assessments, Remedies of the Association: Any Assessment not paid within fifteen (15) days after due date shall bear interest from the due date at the highest rate permitted by law. In addition or in lieu of charging interest, the Board of Directors may charge a late fee in the event of a default pursuant to any such rules or regulations adopted by the Board. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Elements or abandonment of his or her Unit. A suit to recover a money judgment for unpaid expenses hereunder shall be maintainable without foreclosing or waiving the lien securing the same.

Section 8. Subordination of the Lien to Mortgages: The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or land contract which was recorded prior to the making of such assessment. Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to such mortgage or land contract foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer and such unpaid assessments shall be deemed to be common expenses collectible from all of the Owners excluding the acquirer, his or her successors and assigns. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE VIII
ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee Authority: No exterior additions or alterations to any building, additional fences, or changes in existing fences, hedges, walls, walkways and other structures shall be commenced, erected or maintained until the plans and specifications showing the nature, kind, shape, height, materials, location and approximate cost of same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding buildings in the development by an Architectural Committee composed of the Board of Directors of the Association. In the event said committee fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will be deemed to have been given. If no application has been made to the Architectural Committee, suit to enjoin or remove such additions, alterations or changes may be instituted at any time. The members of the Architectural Committee shall not be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Architectural Committee. Exterior antennae shall not be placed on any building without the approval of the Architectural Committee.

ARTICLE IX
PARTY WALLS

Section 1. General Rules of Law to Apply: Each wall which is built as a part of the original construction of the buildings and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions will apply thereto.

Section 2. Sharing of Repair and Maintenance: The cost of reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

Section 3. Right to Contribution Runs With Land: The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

Section 4. Encroachments: Some of the Units in each building may be aesthetically and functionally designed with drains, air conditioning equipment and other structures that encroach or overhang adjoining Units. The Owner of each Unit hereby takes title subject to a perpetual easement for any such overhang or encroachment and each encroaching or overhanging Unit or other structure, drain, or air conditioning equipment may be repaired, rebuilt or replaced in such a fashion as to permit these overhangs and encroachments to be reestablished but not enlarged without consent of the servient Owner and Association.

ARTICLE X
CASUALTY INSURANCE FOR UNITS AND LIABILITY INSURANCE

Section 1. Obligation of Association: The Association, for the benefit of all Unit Owners, shall carry public liability insurance in respect to the Condominium property and shall insure the property, including all Common Elements, Limited Common Elements, and Units, (but not including furniture, furnishings or other personal property of the Unit Owners) against loss or damage by fire and such other hazards as the Association may deem desirable, for the full insurable replacement cost of the property, without prejudice to the right of each Unit Owner to also insure his or her own Unit for his or her own benefit. The premiums for such insurance on the property shall be deemed common expenses. Such insurance coverage shall be written in the name of, losses shall be adjusted by, and the proceeds of such insurance shall be payable to, the Association as trustee for the Unit Owner or Unit Owners. The Association may engage the services of any bank or trust company authorized to do trust business in Wisconsin to act as trustee, agent, or depositary on behalf of the Association for the purpose of receiving and disbursing the insurance proceeds resulting from any loss, upon such terms as the Association shall determine consistent with the provisions of this Declaration. The fees of such corporate trustee shall be common expenses. In the event of any loss in excess of $100,000.00 in the aggregate, the Association shall engage a corporate trustee as aforesaid, or in the event of any loss resulting in the destruction of the major portion of one or more Units, the Association shall engage a corporate trustee as aforesaid upon the written demand of the mortgagee or owner of any Unit so destroyed.

Section 2. Insurance Proceeds: In the event of partial or total destruction of the condominium property, the proceeds of such insurance shall be applied by the Association or by the corporate trustee on behalf of the Association for the repair or reconstruction of the Condominium property in the manner provide by the Act. ; The rights of the mortgagee of any Unit under any standard mortgage clause endorsement to such policies shall, notwithstanding anything to the contrary therein contained, at all times be subject to the provisions herein with respect to the application of insurance proceeds to reconstruction of the Condominium property. Payment by an insurance company to the Association or to such corporate trustee of the proceeds of any policy and the receipt of release from the Association of the company's liability under such policy shall constitute a full discharge of such insurance company, and such company shall be under no obligation to inquire into the terms of any trust under which such proceeds may be held pursuant hereto, or to take notice of any standard mortgage clause endorsement inconsistent with the provisions hereof, or to see to the application of any payments of the proceeds of any policy by the Association or the corporate trustee.

Section 3. Destruction or Reconstruction: In the event of a partial or total destruction of one or more Units, the repair and restoration of same shall be the responsibility of the Association utilizing insurance upon the unit maintained by the Association. The Unit or Units shall be rebuilt and repaired as soon as practicable and substantially to the same design, plan and specifications as originally built, unless within thirty (30) days after such partial or total destruction, all of the owners of Units subject to this Declaration agree not to repair or rebuild. On reconstruction the design, plan and specification of any building or Unit may vary from that of the original upon approval of the Association, provided, however, that the number of square

feet of any Unit may not vary by more than 5% from the number of square feet for such Unit as originally constructed, and the location of the buildings shall be substantially the same as prior to the damage or destruction.

The Association shall have the right to levy assessments against the Units involved in the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction.

In the event all of the owners of Units subject to this Declaration agree not to repair a Unit which is partially or totally destroyed, the proceeds of the insurance on said Unit shall be paid by the Association to the Owner and mortgagee, if any, of said Unit as their interests may appear.

ARTICLE XI
EASEMENTS

All pipes, wires, conduits and public utility lines located within each Unit shall be owned by such Unit Owner. The Association shall have a right of access to all Common Elements for maintenance, repair or improvement whether such Common Elements are restricted or not.

Granted to the owners of the Units subject to this Declaration, and to their respective successors, and assigns is a perpetual non-exclusive easement for access to and the use of the streets and any other amenities, now or hereafter constructed on the land subject to the Bayside Woods Condominium created by Declaration recorded on July 31, 1978 in the office of the Register of Deeds of Milwaukee, Wisconsin, as Document No. 5237037 and amendments thereto (the "Bayside Woods Condominium I"), and the Land described on Exhibit E attached hereto (the "Exhibit E Land") and the lakes which are surrounded by the land subject to the Bayside Woods Condominium I. Said easement shall be shared in common by all present and future owners of units subject to the Bayside Woods Condominium I, their personal representatives, successors, assigns and lessees, and by all future owners, lessees and occupants of the Exhibit E Land.

ARTICLE XII
GENERAL PROVISIONS

Section 1. Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all of the rights, restrictions, conditions and reservations, now or hereafter imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability: Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Termination: This Declaration may only be terminated as provided in Section 703.28, Wisconsin Statutes.

Section 4. Amendments: Except as hereinafter limited and provided, this Declaration and the Condominium Plat may be amended with the written consent of 75% of the Unit Owners and their respective Mortgagees, if any.

No amendment to this Declaration or the Condominium Plat shall be adopted which would operate to affect the validity or priority of any mortgage held by a Mortgagee or which would alter, amend or modify, in any manner whatsoever the rights, powers and privileges granted and reserved herein in favor of any mortgagees without the consent of all such Mortgagees , as the case may be.

Any Amendment to the Declaration must be recorded and an amendment to the Condominium Plat must be filed for record in the office of the Register of Deeds in and for Milwaukee County, Wisconsin.

Section 5. Resident Agent: The Resident Agent of the Association shall be the person designated from time to time by the Association, operating through its Board of Directors, and identified as the "Registered Agent" of the Association with the Department of Financial Institutions.

ARTICLE XIII
OWNER OCCUPANCY

All units shall be occupied by the Unit Owner and the Unit Owners' family members only. Family members are herein defined as a parent, child, spouse, sibling, grandparent, or grandchild related by blood, marriage, adoption, or legal custody, and includes half and step family members. No rental, lease, or other occupancy of the Unit shall be allowed except that an unrelated person who is a non-owner may occupy the Unit simultaneously with the Unit Owner.

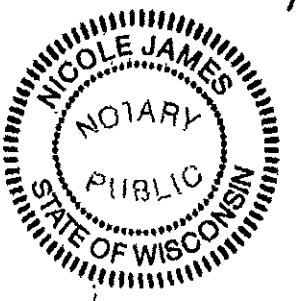
If the owner of a Unit is a trust, partnership, corporation, limited liability company, or other business or fiduciary entity, a trustee, beneficiary, partner, shareholder, or member shall be deemed to be the "Unit Owner" under this Article.

IN WITNESS WHEREOF, the undersigned President of Bayside Woods Condominium Association, Inc., No. 2 hereby executes this Amended and Restated Declaration and certifies that:

(a) Unit Owners of at least seventy-five percent (75%) of the units have consented to and approved in writing this Amended and Restated Declaration;

(b) The written consents, and the consents of the mortgagees, to the extent necessary, as required, are on file with the Secretary of Bayside Woods Condominium Association, Inc., No. 2, or other Board member or agent of the Association.

Signed this 19 day of April, 2019.



BAYSIDE WOODS CONDOMINIUM ASSOCIATION, INC. NO. 2

By: Phyllis Gorell

Name: Phyllis Gorell, President

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
MILWAUKEE COUNTY)

Personally came before me this 19 day of April, 2019, the above-named Phyllis Gorell to me known to be the person who executed the foregoing instrument and acknowledge the same.

Notary Public, State of Wisconsin
My commission expires: March 1, 2020

This instrument was drafted by:
Maureen S. Willkom
von Briesen & Roper, s.c.
411 E. Wisconsin Avenue, Suite 1000
Milwaukee, WI 53202
(414) 287-1468

EXHIBIT A

Legal Description

Phase 1:

THAT PART OF THE SW 1/4 AND THE SE 1/4 OF SECTION 5, T 8 N, R 22 E, IN THE VILLAGE OF BAYSIDE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION: THENCE NORTH 00° 23' 27" WEST ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 1309.06 FT. TO A POINT: THENCE SOUTH 89° 29' 38" WEST AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SW 1/4 OF SAID SECTION 77.52 FT. TO A POINT: THENCE NORTH 00° 30' 22" WEST 28.00 FT TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED:

THENCE NORTHWESTERLY 2.71 FT ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST WHOSE RADIUS IS 15.00 FT AND WHOSE CHORD BEARS NORTH 13° 24' 14" WEST 2.70 FT. TO A POINT:
THENCE NORTH 18° 30' 00" WEST 10.22 FT. TO A POINT:
THENCE NORTHEASTERLY 151.48 FT ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST WHOSE RADIUS IS 214.30 FT AND WHOSE CHORD BEARS NORTH 01° 45' 00" EAST 148.35 FT. TO A POINT:
THENCE NORTH 22° 00' 00" EAST 145.00 FT. TO A POINT:
THENCE NORTHEASTERLY 60.10 FT ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST WHOSE RADIUS IS 227.18 FT AND WHOSE CHORD BEARS NORTH 14° 25' 15" EAST 59.93 FT. TO A POINT:
THENCE NORTH 70° 35' 30" EAST 122.46 FT. TO A POINT ON THE SOUTHWESTERLY LINE OF NORTH PORT WASHINGTON ROAD, AS NOW LAID OUT:
THENCE SOUTH 42° 34' 13" EAST ALONG SAID RIGHT OF WAY LINE 121.34 FT. TO AN ANGLE POINT:
THENCE SOUTH 20° 42' 27" EAST ALONG SAID RIGHT OF WAY LINE 321.58 FT. TO A POINT:
THENCE SOUTH 89° 29' 38" WEST 380.96 FT. TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 2.4643 ACRES.

Phase 2:

THAT PART OF THE SW 1/4 AND THE SE 1/4 OF SECTION 5, T 8 N, R 22 E, IN THE VILLAGE OF BAYSIDE, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH 1/4 OF SAID SECTION: THENCE NORTH 00° 23' 27" WEST ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 1309.06 FT. TO A POINT: THENCE SOUTH 89° 29' 38" WEST AND PARALLEL TO THE NORTH LINE OF

THE SOUTH 1/2 OF THE SW 1/4 OF SAID SECTION 226.17 FT. TO A POINT: THENCE NORTH 50° 45' 00" WEST 17.20 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED:

THENCE NORTH 50° 45' 00" WEST 88.46 FT. TO A POINT:
THENCE SOUTH 65° 45' 00" WEST 27.12 FT. TO A POINT:
THENCE NORTH 24° 15' 00" WEST 90.00 FT. TO A POINT:
THENCE NORTH 65° 45' 00" EAST 31.47 FT. TO A POINT:
THENCE NORTH 18° 38' 38" WEST 59.38 FT. TO A POINT:
THENCE NORTH 24° 30' 00" EAST 23.46 FT. TO A POINT:
THENCE NORTH 25° 38' 19" WEST 31.74 FT. TO A POINT:
THENCE NORTH 70° 35' 30" EAST 377.57 FT. TO A POINT:
THENCE SOUTHWESTERLY 60.10 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST WHOSE RADIUS IS 227.18 FT. AND WHOSE CHORD BEARS SOUTH 14° 25' 15" WEST 59.23 FT. TO A POINT:
THENCE SOUTH 22° 00' 00" WEST 145 FT. TO A POINT:
THENCE SOUTHWESTERLY 151.48 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST WHOSE RADIUS IS 214.30 FT. AND WHOSE CHORD BEARS SOUTH 01° 45' 00" WEST 148.35 FT. TO A POINT:
THENCE SOUTH 18° 30' 00" EAST 10.22 FT. TO A POINT:
THENCE SOUTHWESTERLY 28.27 FT. ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST WHOSE RADIUS IS 15.00 FT. AND WHOSE CHORD BEARS SOUTH 35° 29' 32" WEST 24.27 FT. TO A POINT:
THENCE SOUTH 89° 29' 38" WEST 147.01 FT. TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LANDS CONTAIN 1.9013 ACRES.

EXHIBIT B

Original Plat and Addendum to Plat

EXHIBIT B

PLAT OF SURVEY

BAYSIDE WOODS CONDOMINIUM NO. 2

national survey & engineering

3470 north 127th street * p.o. box 444 * brookfield, wisconsin 53005
phone 414/781-1000

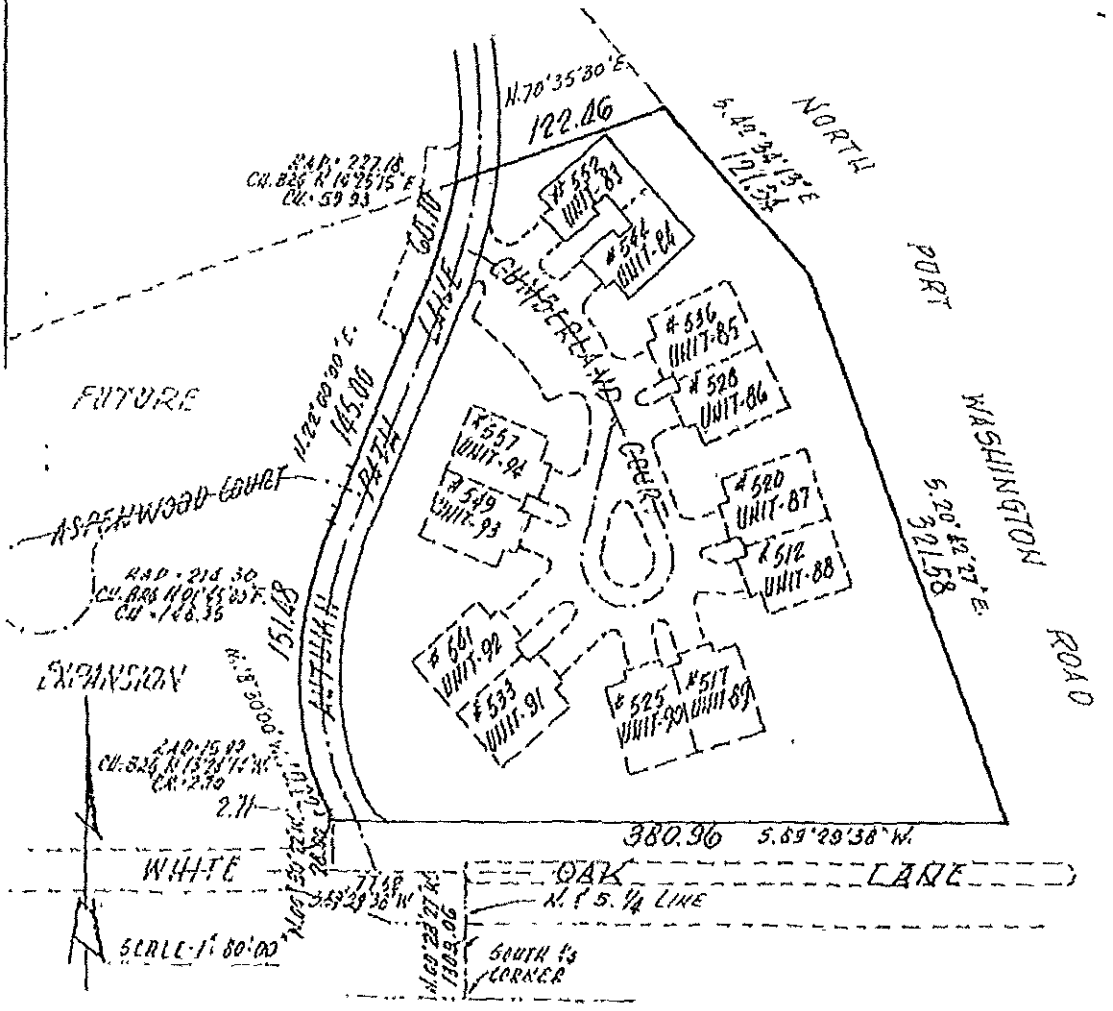


EXHIBIT B

PLAT OF SURVEY

THAT PART OF THE SW 1/4 AND THE SE 1/4 OF SECTION 5, T 8 N, R 22 E, IN THE VILLAGE OF BAYSIDE, MILWAUKEE COUNTY, WISCONSIN, BOUNDED AND DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION:
THENCE NORTH 00° 23' 27" WEST ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 1309.06 FT. TO A POINT:
THENCE SOUTH 89° 29' 38" WEST AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SW 1/4 OF SAID SECTION 77.52 FT. TO A POINT:
THENCE NORTH 00° 30' 22" WEST 28.00 FT. TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED:
THENCE NORTHWESTERLY 2.71 FT ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE WEST WHOSE RADIUS IS 15.00 FT AND WHOSE CHORD BEARS NORTH 13° 24' 14" WEST 2.70 FT. TO A POINT:
THENCE NORTH 18° 30' 00" WEST 10.22 FT. TO A POINT:
THENCE NORTHEASTERLY 151.48 FT ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE EAST WHOSE RADIUS IS 214.30 FT AND WHOSE CHORD BEARS NORTH 01° 45' 00" EAST 148.35 FT. TO A POINT:
THENCE NORTH 22° 00' 00" EAST 145.00 FT. TO A POINT:
THENCE NORTHEASTERLY 60.10 FT ALONG THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHWEST WHOSE RADIUS IS 227.18 FT AND WHOSE CHORD BEARS NORTH 14° 25' 15" EAST 59.93 FT. TO A POINT:
THENCE NORTH 70° 35' 30" EAST 122.46 FT. TO A POINT ON THE SOUTHWESTERLY LINE OF NORTH PORT WASHINGTON ROAD, AS NOW LAID OUT:
THENCE SOUTH 42° 34' 13" EAST ALONG SAID RIGHT OF WAY LINE 121.34 FT. TO AN ANGLE POINT:
THENCE SOUTH 20° 42' 27" EAST ALONG SAID RIGHT OF WAY LINE 321.58 FT. TO A POINT:
THENCE SOUTH 89° 29' 38" WEST 380.96 FT. TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED LANDS CONTAIN 2.4643 ACRES.

APRIL 21, 1983 NO. 148328-E

CUMBERLAND COURT STAGE I

I, KENNETH E BERKE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF BAYSIDE WOODS CONDOMINIUM NO. 2 AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED LOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE COMMON ELEMENTS ARE DEFINED TO BE ALL OF THE CONDOMINIUM PROPERTY EXCEPT THE INDIVIDUAL UNITS DESCRIBED HEREIN. THE UNDERSIGNED SURVEYOR MAKES NO CERTIFICATION AS TO THE ACCURACY OF ANY FLOOR PLANS OF THE CONDOMINIUM BUILDING(S) AND UNITS CONTAINED HEREIN OR AS TO APPROXIMATE DIMENSIONS OR FLOOR AREAS THEREOF.

KENNETH E BERKE (S-107) MILWAUKEE, WIS — LAND SURVEYOR

_____ (SEAL)
KENNETH E BERKE, REGISTERED WISCONSIN
LAND SURVEYOR S 107

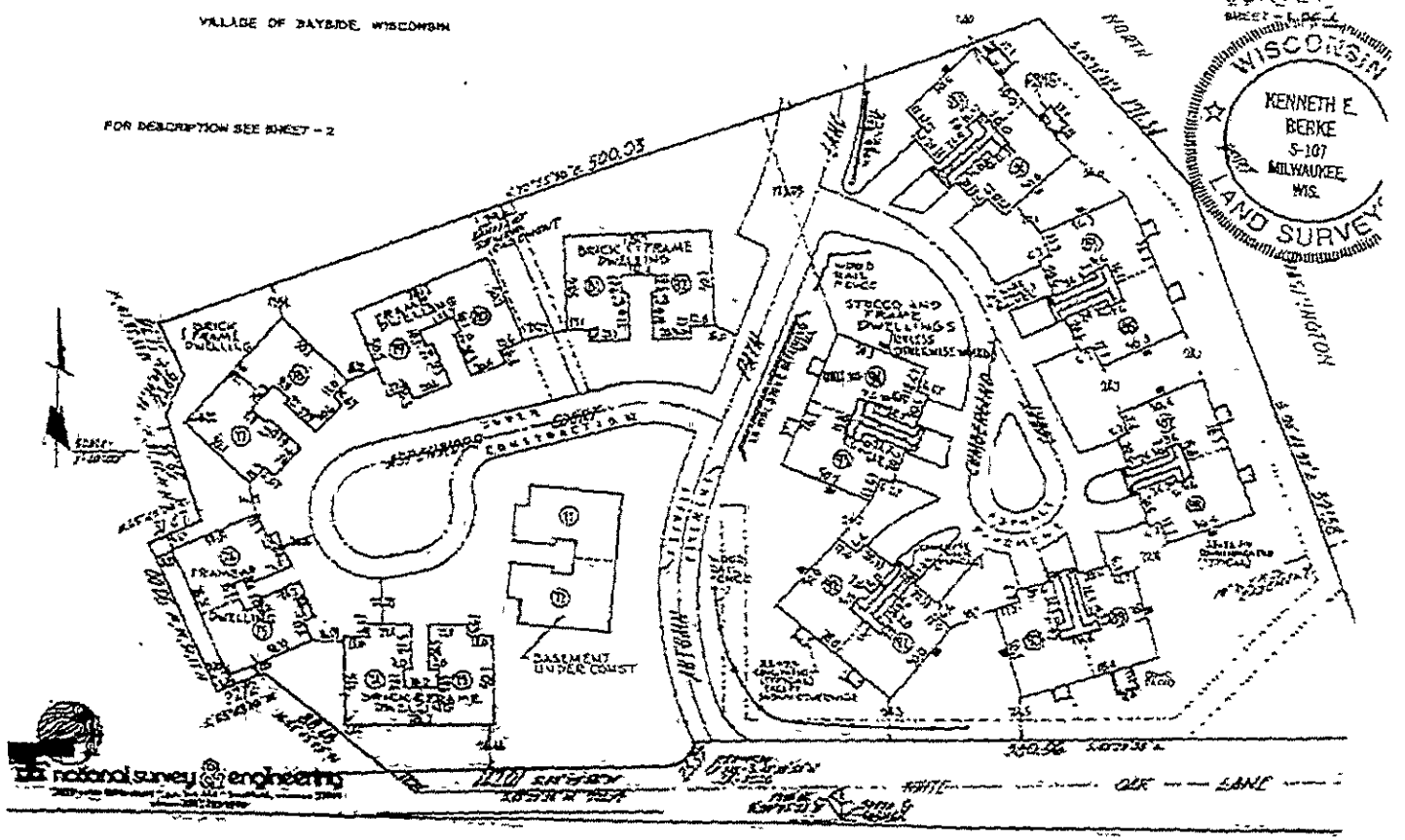
Exhibit B
Page 4 of 7

PLAT OF SURVEY

BAYSIDE WOODS CONDOMINIUM NO. 2

VILLAGE OF BAYSIDE, WISCONSIN

FOR DESCRIPTION SEE SHEET - 2



BAYSIDE WOODS CONDOMINIUM NO. 2

VILLAGE OF BAYSIDE, WISCONSIN

ADDRESSES

CONCHELLO COURT		EASTWOOD COURT	
UNIT NO.	ADDRESS	UNIT NO.	ADDRESS
83	557	71	625
84	549	72	615
85	536	73	643
86	529	74	651
87	520	75	659
88	513	76	667
89	533	77	666
90	525	78	658
91	532	79	650
92	540	80	642
93	548	81	634
94	557	82	626

BAYSIDE WOODS CONDOMINIUM NO. 2

THAT PART OF THE SW 1/4 AND THE SE 1/4 OF SECTION 9, T 8 N., R 22 E., IN THE VILLAGE OF BAYSIDE, MILWAUKEE COUNTY, WISCONSIN, WHICH IS BOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION;
THENCE NORTH 00° 20' 21" WEST ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 1309.06 FT., TO A POINT;
THENCE SOUTH 89° 39' 39" WEST AND PARALLEL TO THE NORTH LINE OF THE SOUTH 1/2 OF THE SE 1/4 OF SAID SECTION 396.37 FT., TO A POINT;
THENCE NORTH 00° 20' 21" WEST 177.00 FT., TO THE POINT OF BEGINNING OF THE LAND TO BE DESCRIBED;
THENCE NORTH 00° 20' 00" WEST 85.86 FT., TO A POINT;
THENCE SOUTH 89° 39' 39" WEST 27.17 FT., TO A POINT;
THENCE NORTH 00° 20' 21" WEST 10.00 FT. TO A POINT;
THENCE NORTH 89° 39' 39" EAST 31.49 FT., TO A POINT;
THENCE NORTH 18° 26' 39" WEST 39.38 FT., TO A POINT;
THENCE NORTH 26° 20' 00" EAST 75.46 FT., TO A POINT;
THENCE NORTH 25° 36' 39" WEST 31.26 FT., TO A POINT;
THENCE NORTH 70° 20' 30" EAST 200.83 FT., TO A POINT ON THE SOUTHWESTERLY LINE OF NORTH PORTSMOUTH ROAD, AS NOW LAID OUT;
THENCE SOUTH 40° 24' 21" EAST ALONG SAID RIGHT OF WAY LINE 172.34 FT., TO AN ANGLE POINT;
THENCE SOUTH 39° 43' 39" EAST ALONG SAID RIGHT OF WAY LINE 201.38 FT., TO A POINT;
THENCE SOUTH 89° 39' 39" WEST 166.66 FT., TO A POINT;
THENCE SOUTHEASTERLY - 26.39 FT. ON THE ARC OF A CURVE WHOSE CENTER LIES TO THE NORTHEAST WHOSE RADIUS IS 15.00 FT., AND WHOSE CHORD BEARS SOUTH 60° 20' 00" WEST 23.76 FT., TO A POINT;
THENCE SOUTH 89° 39' 39" WEST 147.01 FT., TO THE POINT OF BEGINNING.

MAY 30, 1985

SURVEY NO. 5431114

I, KENNETH E. BERKE, DO HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THIS SURVEY IS AN ACCURATE REPRESENTATION OF THE EXTERIOR BOUNDARY LINES AND THE LOCATION OF THE BUILDINGS AND IMPROVEMENTS CONSTRUCTED OR TO BE CONSTRUCTED UPON THE PROPERTY.

THIS CONDOMINIUM PLAT IS A CORRECT REPRESENTATION OF BAYSIDE WOODS CONDOMINIUM NO. 2 AS PROPOSED AT THE DATE HEREOF, AND THE IDENTIFICATION AND PROPOSED ALLOCATION OF EACH UNIT AND THE COMMON ELEMENTS CAN BE DETERMINED FROM THE PLAT. THE POWERS RESERVED ARE CONTAINED TO BE USE OF THE CONDOMINIUM PROPERTY EXCEPT THE PROPOSITIONS WHICH ARE CONTAINED IN THIS PLAT. THE UNDERSIGNED MAKES NO REPRESENTATIONS AS TO THE ACCURACY OF CONDOMINIUM FLOOR PLANS OF THE CONDOMINIUM IMPLEMENTS AND IMPROVEMENTS IN THE PLAT BY THE APPROPRIATE DESIGNATIONS OR FLOOR AREAS THEREOF.

WISCONSIN
KENNETH E. BERKE
S-107
MILWAUKEE, WIS.
LAND SURVEYOR

national survey engineering

SHEET - 2 OF 2

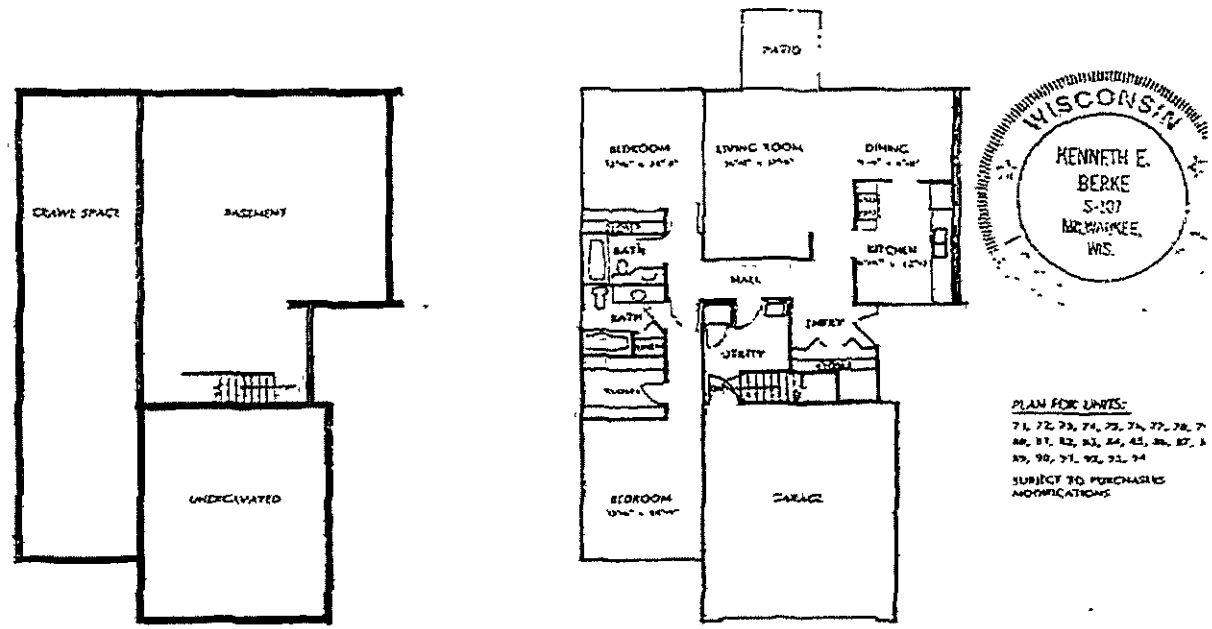
SITE PLAN

BAYSIDE WOODS CONDOMINIUM NO. 2

VILLAGE OF BAYSIDE, WISCONSIN

BAYSIDE WOODS CONDOMINIUM NO. 2

VILLAGE OF BAYSIDE, WISCONSIN



BASEMENT PLAN

FIRST FLOOR PLAN

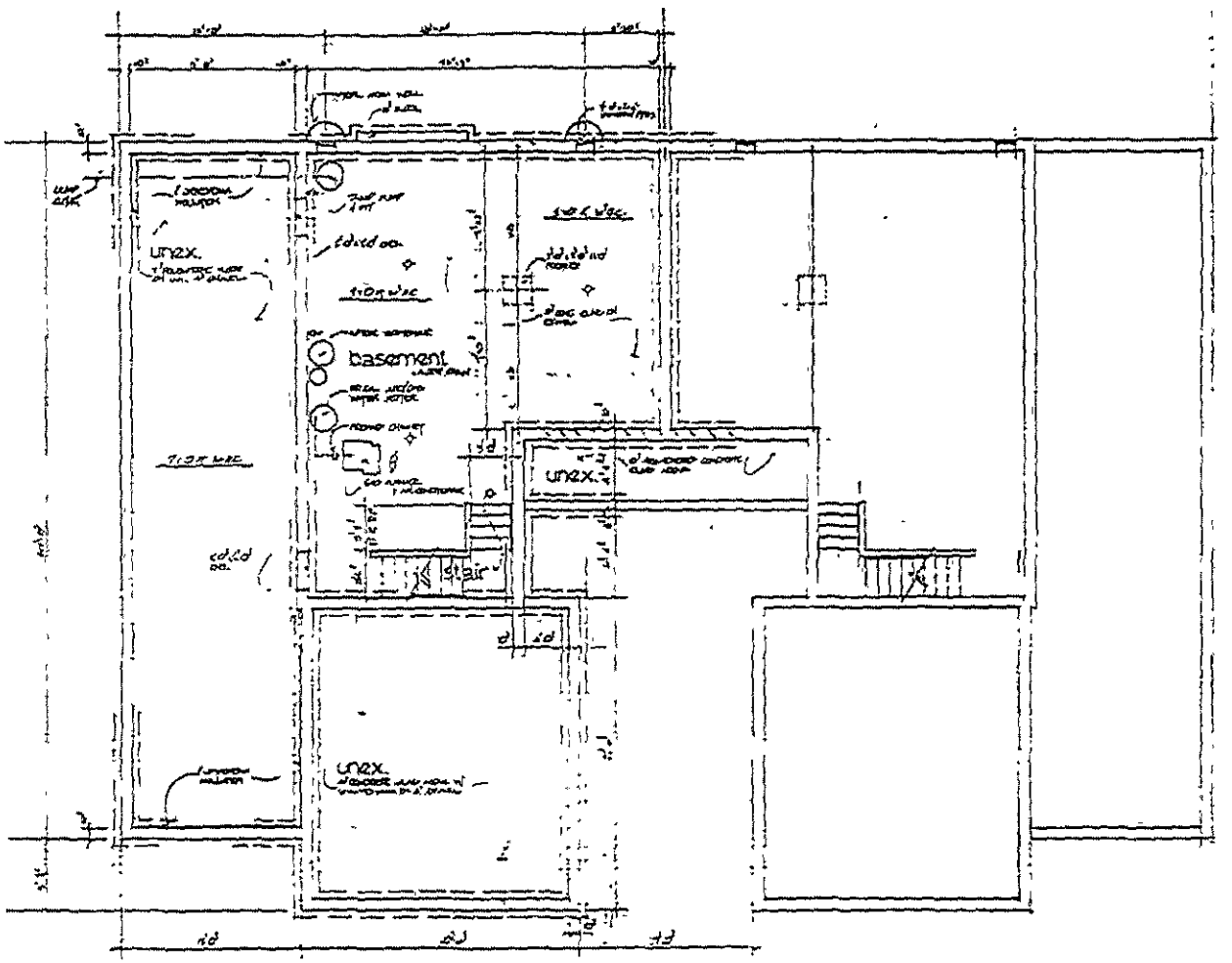
SHEET 4 of 4

EXHIBIT C

Floor Plans

FLOOR PLAN

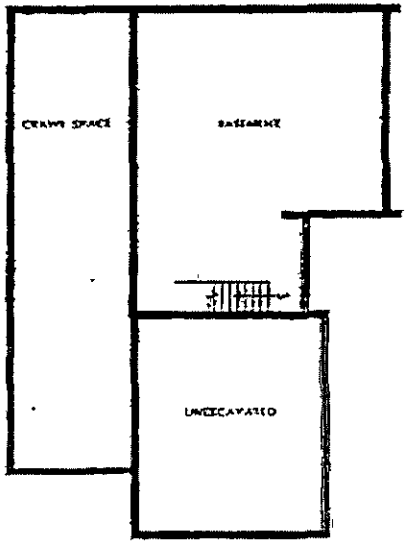
BAYSIDE WOODS



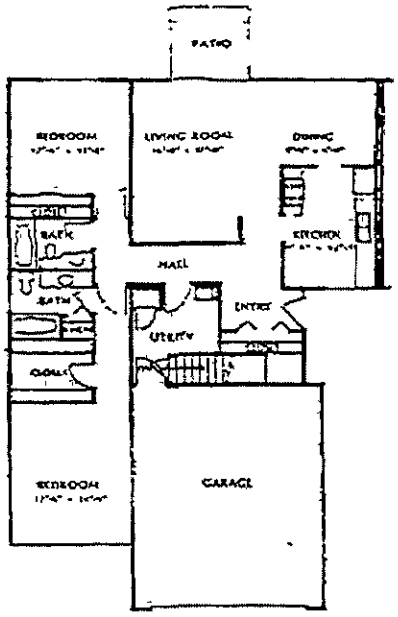
BASEMENT PLAN

BAYSIDE WOODS CONDOMINIUM NO. 2

VILLAGE OF BAYSIDE, WISCONSIN



BASEMENT PLAN



FIRST FLOOR PLAN

PLAN FOR UNITS:

73, 73, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94

SUBJECT TO PURCHASERS MODIFICATIONS

SCALE

0 1 2 4 8 12 20

EXHIBIT D

Unit Numbers and Addresses

Unit No.	Address
71	627 Aspenwood Court, Milwaukee WI 53217
72	635 Aspenwood Court, Milwaukee WI 53217
73	643 Aspenwood Court, Milwaukee WI 53217
74	651 Aspenwood Court, Milwaukee WI 53217
75	659 Aspenwood Court, Milwaukee WI 53217
76	667 Aspenwood Court, Milwaukee WI 53217
77	666 Aspenwood Court, Milwaukee WI 53217
78	658 Aspenwood Court, Milwaukee WI 53217
79	650 Aspenwood Court, Milwaukee WI 53217
80	642 Aspenwood Court, Milwaukee WI 53217
81	630 Aspenwood Court, Milwaukee WI 53217
82	622 Aspenwood Court, Milwaukee WI 53217
83	552 Cumberland Court, Milwaukee WI 53217
84	544 Cumberland Court, Milwaukee WI 53217
85	536 Cumberland Court, Milwaukee WI 53217
86	528 Cumberland Court, Milwaukee WI 53217
87	520 Cumberland Court, Milwaukee WI 53217
88	512 Cumberland Court, Milwaukee WI 53217
89	517 Cumberland Court, Milwaukee WI 53217
90	525 Cumberland Court, Milwaukee WI 53217
91	533 Cumberland Court, Milwaukee WI 53217
92	541 Cumberland Court, Milwaukee WI 53217
93	549 Cumberland Court, Milwaukee WI 53217
94	557 Cumberland Court, Milwaukee WI 53217

Notes:

All of the units are 2 bedrooms and 2 baths. All of the units are one story with a basement.

The exterior of all of the buildings consists of wood, brick, and staccato, or any combination thereof.

None of the buildings in which said units are located has a name.

EXHIBIT E

LEGAL DESCRIPTION OF ADJOINING LAND

FOR APARTMENT HOUSE DEVELOPMENT

national survey & engineering

3470 north 127th street • p.o. box 444 • brookfield, wisconsin 53005 • phone 414/781-1000

BAYSIDE WOODS
APARTMENT LANDS

That part of the SW 1/4 of Section 5, T 8 N,R 22 E, in the Village of Bayside, Milwaukee County, Wisconsin, which is bounded and described as follows:
Commencing at the South quarter corner of said Section;
thence North 00° 23' 27" West 1309.06 ft. to the point of beginning of the lands to be described;
thence South 89° 29' 38" West 968.50 ft. to a point on the Easterly right of way of U S Highway No. 141 (Now known as Interstate Highway 43);
thence North 22° 16' 38" West 19.74 ft. to a point, said point being on the North line of the South 1/2 of the SW 1/4 of said Section;
thence South 89° 30' 25" West along the North line of the South 1/2 of the SW 1/4 of said Section 10.77 ft. to a point;
thence North 22° 16' 38" West along the Easterly right of way line of said highway 778.40 ft. to a point;
thence South 70° 00' 00" East 240.88 ft. to a point;
thence South 79° 15' 00" East 70.37 ft. to a point;
thence North 71° 00' 00" East 156.79 ft. to a point;
thence South 84° 50' 50" East 184.17 ft. to a point;
thence North 19° 00' 00" West 112.15 ft. to a point;
thence Southeasterly 129.63 ft. along the arc of a curve whose center is to the North whose radius is 286.93 ft. and whose chord bears North 75° 00' 21" East 128.57 ft. to a point;
thence South 18° 20' 17" West 100.00 ft. to a point;
thence due South 100.00 ft. to a point;
thence South 36° 06' 48" East 314.67 ft. to a point;
thence South 25° 38' 19" East 147.27 ft. to a point;
thence South 24° 30' 00" West 23.46 ft. to a point;
thence South 18° 38' 38" East 59.38 ft. to a point;
thence South 65° 45' 00" West 31.47 ft. to a point;
thence South 24° 15' 00" East 90.00 ft. to a point;
thence North 65° 45' 00" East 27.12 ft. to a point;
thence South 50° 45' 00" East 88.46 ft. to a point;
thence North 89° 29' 38" East 147.01 ft. to a point;
thence Northeasterly 25.57 ft. along the arc of a curve whose center is to the Northwest whose radius is 15.00 ft and whose chord bears North 40° 38' 50" East 22.58 ft. to a point;
thence North 89° 29' 38" East 380.96 ft. to a point;
thence South 20° 42' 27" East 29.83 ft. to a point;
thence South 09° 03' 36" East 3.04 ft. to a point;
thence South 89° 29' 38" West 313.10 ft. to the point of beginning.
Containing 11.2409 acres of land.

Description prepared by: Walter G Reib
checked by: Mitchell Snastin
dated: July 27, 1981

AMENDED AND RESTATED BY-LAWS
OF
BAYSIDE WOODS CONDOMINIUM ASSOCIATION, INC., NO. 2

Adopted by the Association on: December 18, 2018

ARTICLE I NAME AND LOCATION

The name of the corporation is BAYSIDE WOODS CONDOMINIUM ASSOCIATION, INC., NO. 2, hereinafter referred to as the "Association". The principal office and mailing address of the corporation shall be located at such location as identified with the Wisconsin Department of Financial Institutions, but meetings of members and directors may be held at other places within the State of Wisconsin.

ARTICLE II DEFINITIONS

Section 1. "Association" shall mean and refer to BAYSIDE WOODS CONDOMINIUM ASSOCIATION. INC., NO. 2, a nonstock corporation organized pursuant to Chapter 181 of the Wisconsin Statutes, its successors and assigns.

Section 2. "Property" shall mean and refer to that certain real property described and defined in the recorded Declaration of Unit Ownership, and any supplements thereto or amendments thereof.

Section 3. "Common Elements" shall mean and refer to all portions of the Property - except for the Units.

Section 4. "Limited Common Elements" shall mean and refer to those portions of the Property, the use of which is restricted to a designated Unit Owner or designated Unit Owners.

Section 5. "Unit" shall mean and refer to any Unit shown upon the recorded Condominium Plat of the Condominium and the Declaration.

Section 6. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Property, including land contract purchasers, but excluding (a) those having such interest merely as security for the performance of an obligation and (b) court appointed receivers or trustees. A person or entity acquiring title as a result of a sheriff's sale upon foreclosure of a mortgage or by a deed in lieu of such foreclosure, or acquiring title upon foreclosure of a land contract, shall be deemed to be an Owner.

Section 7. "Declaration" shall mean and refer to the Declaration of Unit Ownership applicable to the Property, recorded in the Office of the Register of Deeds for Milwaukee County, Wisconsin, and any supplements thereto or amendments thereof.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Articles of Incorporation of the Association.

ARTICLE III MEETINGS OF MEMBERS

Section 1. Annual Meeting: The annual meeting of the members shall be held on the 3rd Monday of June of each year. If the day for the annual meeting of the members is a legal holiday, the meeting will be held on the first day following which is not a legal holiday. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of such other business as may come before the meeting.

Section 2. Special Meetings: Special meetings of the members may be called at any time by the president or by the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

Section 3. Notice of Meetings: Unless waivers are executed by all members, written notice of each annual or special meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by delivering written notice, either personally or by mail at least 10 days before such meeting to each voting member entitled to vote thereat, last appearing on the books of the Association for the purpose of notice. Notwithstanding the foregoing, notice of any annual or special meeting may be given by email or other electronic means, provided that such Unit owner has furnished to the Board of Directors an email or other electronic address and has consented to receiving notice by email or other electronic means. If emailed or electronically transmitted, such notice shall be deemed to be properly given when sent, addressed to the Unit owner at such electronic address as appears on the records of the Association. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum: The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, 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 as aforesaid shall be present or be represented.

Section 5. Proxies: At all meeting of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Each proxy shall be revocable and shall automatically cease upon conveyance by the member of his or her Unit.

ARTICLE IV – BOARD OF DIRECTORS - SELECTION - TERM OF OFFICE

Section 1. Number: The affairs of this Association shall be managed by a Board of three (3) directors, all of whom shall be unit owners.

Section 2. Terms of Office: The directors shall be elected annually by the members and each shall hold office for a term of three (3) years or until his or her successor is elected, unless he or she shall sooner resign, or shall be removed, or shall otherwise be disqualified to serve. The terms of the directors shall be staggered so that one (1) of the three (3) seats shall be subject to election in any given year.

Section 3. Removal: Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association, or by a majority vote of the other directors. In the event of death, resignation or removal of a director, his or her successor shall selected by the remaining members of the Board and shall serve for the unexpired term of his or her predecessor.

Section 4. Compensation: No director shall receive compensation for any service he or she may render to the Association as such. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

Section 5. Action Taken Without a Meeting: The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V – MEETINGS OF DIRECTORS

Section 1. Regular Meetings: Regular meetings of the Board of Directors shall be held immediately following each annual meeting of the members.

Section 2. Special Meetings: Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two directors, after not less than twenty-four (24) hours' notice to each director.

Section 3. Quorum: A majority of the numbers 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.

ARTICLE VI - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers: In addition to their other authority, the Board of Directors shall have power to:

(a) adopt and publish Rules and Regulations governing the use of the Common Elements, Limited Common Elements and facilities, and the personal conduct of the members and their invitees, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association and the Association has recorded a statement of condominium lien on the person's unit. Such rights may also be suspended, after notice and hearing, for infraction of published Rules and Regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) remove a member of the Board of Directors with or without cause;

(e) employ a manager, an independent contractor, or such other employees as they deem advisable, and to prescribe their duties;

(f) enforce and foreclose the lien against any Unit for which an assessment is not paid within thirty (30) days after due date, or to bring an action at law against the Unit Owner personally obligated to pay the same;

(g) borrow money, and with the assent of two-thirds of the entire voting interest of all Unit Owners whose voting rights have not been suspended, mortgage, pledge deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred; and

(h) (i) grant easements through or over the Common Elements and (ii) dedicate or sell all of any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors. No sale shall be effective unless an instrument has been signed by two-thirds of the entire voting interest of all Unit Owners, agreeing to such sale.

Section 2. Duties: It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by 25% of the entire voting interest of all Unit Owners;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in ARTICLE VIII hereof, to fix the amount of the assessments for common expenses against each Unit and send written notice of each assessment to every Owner;

(d) issue, or to cause as appropriate office to issue, within ten (10) business days upon demand by any person, a certificate setting forth whether or not any assessment has

been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) as more fully provided in ARTICLE IX hereof, procure and maintain adequate liability and hazard and other insurance on the Property;

(f) cause all officers and employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) as more fully provided in ARTICLE X hereof, cause the Common Elements to be maintained.

ARTICLE VII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers: The officers of this Association shall be a president, a vice-president, a secretary, and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers: The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term: The officers of this Association shall be elected annually by the Board and each shall hold office until his or her successor is elected, unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointment: The Board may elect 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 5. Resignation and Removal: Any officers may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, the president or 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 6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 7. Multiple Offices: The offices of vice-president and secretary, vice-president and treasurer, and secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties: The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages deeds and other written instruments and shall co-sign all checks if required to do so by resolution of the Board of Directors.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal if any of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds to pay Association expenses, and as otherwise directed by resolution of the Board of Directors; shall sign all checks, if required to do so by the resolution of the Board of Directors, and promissory notes of the Association, keep proper books of account; cause an annual statement to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE VIII - OPERATION OF THE PROPERTY

Section 1. Determination of Common Expenses. The books of the Association shall be kept in the cash basis of accounting. The fiscal year of the Association shall be the calendar year unless otherwise determined by the Board. The Board shall before the beginning of each fiscal year; prepare a budget for such year based on its estimate of the aggregate amount of the common expenses for such year; determine the amounts of the common expenses payable by the Unit Owners to meet such common expenses, and allocate and assess such common expenses among the Unit Owners according to their respective percentages of the Common Elements. The common expenses shall include, without limitation, (i) premiums on all policies of insurance permitted or required to be obtained by the Board, (ii) such amounts as the Board may deem proper for the operation and maintenance of the Property, including, without limitation, amounts for the payment of management, accounting, counsel architectural and other professional fees, for a reserve for working capital, and for a reserve for replacements, (iii) amounts necessary to make up any deficit in common expenses for any prior period, and (iv) amounts necessary to make any other payments required or permitted to be made as common expenses. Common expenses assessed for a fiscal year as aforesaid shall be deemed to be assessed for, with respect to, and as of the first day of each fiscal year of the Association even though payable in

installments. The Board shall from time to time revise the budget and assessment for a fiscal year on the basis of actual common expenses incurred or estimated by the Board of common expenses to be incurred and may specify the day as of which common expenses based on such revision shall be assessed, and in the absence of such specification the common expenses based on such revision shall be deemed assessed as of the first day of the month following its action. The day as of which any common expenses is assessed, either originally or as revised, is referred to herein as "the Assessment Date". The Board shall advise all Unit Owners, promptly, in writing, of the amount of common expenses assessed to each of them and furnish copies of each budget and revision thereof on which such common expenses are based to all Unit Owners. Any omission or delay in determining a budget for any fiscal year shall not relieve Unit Owners for payment of common expenses. In such event, the Unit Owners pending determination of such budget, shall pay monthly installments of common expenses in accordance with the budget for the immediately preceding fiscal year as most recently revised.

Section 2. Payment of Common Expenses. Unless otherwise determined by the Board, each Unit Owner shall pay, and except as hereinafter provided by personally liable for the payment of, the common expenses assessed to it for any fiscal year in installments on the first day of each month in advance, each such installment to be in an amount equal to the total common expenses theretofore assessed but not paid divided by the number of monthly dates remaining in such fiscal year. Each successor in title of a Unit, excluding a purchaser at a foreclosure sale, shall be jointly and severally liable with its predecessor in title for common expenses assessed to the unit provided the same are assessed prior to such successor's acquisition thereof, and shall be solely liable for common expenses assessed to the Unit subsequent to such successor's acquisition thereof.

Section 3. Repair and Maintenance of Limited Common Elements. The Limited Common Elements which are designated to serve a single unit and are located contiguous to the boundaries of said Unit shall be maintained by the Unit Owner. However, the Association shall furnish and be responsible for the painting of the exterior of each building and the re-surfacing, repairs, and maintenance of all driveways, including those serving each building.

ARTICLE IX – INSURANCE

To the extent from time to time obtainable, the Board shall maintain the following insurance in accordance with the provisions of this Article:

(i) Insurance on the Units, Common and Limited Common Elements, but excluding equipment, furniture, furnishings, and other personal property supplied or installed by Unit Owners, and excluding improvements to the interior of the buildings made by Unit Owners in an amount at least equal to the full replacement value of the property insured without deduction for depreciation, against at least all risks of direct physical loss or damage from the perils of fire, lightning, windstorm, and such other risks as the Board determines from time to time;

(ii) During any period when any repair or reconstruction of a Unit is taking place and insurance carried under clause (i) above would not be applicable, Builder's Risk insurance on the

Unit with the inclusions and exclusions specified in clause (i) above, in completed value forms against all risks of direct physical loss specified in clause (i) above in an amount not less than the full amount of the cost of such repair and restoration as estimated by the Board.

(iii) Insurance indemnifying the officers and directors of the Association against liability incurred by them as such officers and directors;

(iv) Comprehensive general liability insurance with blanket contractual endorsement with a combined single limit of at least $300,000.00 per occurrence, for personal and bodily injury, death and property damage, and an "umbrella liability" policy, so-called with a limit of $1,000,000.00 per occurrence, or such higher limits as the Board may from time to time determine to be reasonable and proper; and

(v) Such other insurance and endorsements to any of the foregoing insurance (including endorsements which may diminish by deductible clauses or otherwise, as well as increase, the liability of the insurance) as the Board may from time to time determine to be reasonable and proper.

All policies of insurance shall be in such amounts as the Board shall determine consistent with the foregoing provisions. All policies of physical damage insurance shall specifically identify and name as insured the Association, the Board and each Unit Owner and any mortgage as their interests may appear, with the standard mortgagee clause in favor of the mortgagee, subject, however, to loss payment and other provisions hereinafter set forth. All policies of physical damage insurance shall provide that adjustment of loss shall be made by the Board with approval of the mortgagee affected by the loss and that the proceeds thereof, shall be payable to the Board. The Board shall promptly notify each mortgagee of any claim made under any such insurance policies.

The Board shall review the insurance carried by it from time to time, and for the purposes of determining the amount of the insurance referred to in clause (i) of this article, the Board may obtain an appraisal of the full replacement value of the original Building, with the inclusions and exclusions provided in clause (i) above, without deduction for depreciation, by a qualified independent insurance appraiser, whose fee shall be a common expense.

The public liability insurance maintained by the Board shall cover and indemnify the Association, each officer of the Association, the managing agent or the manager, if any, and each Unit Owner against liability for all tort claims arising out of the Common and Limited Common Elements.

Each Unit Owner shall have the right to carry other insurance for its own benefit provided all such policies contain waivers of subrogation of claims against the Association, the Board, the officers of the Association and all other Unit Owners, do not adversely affect or diminish any liability under any insurance obtained by the Board for the benefit of the Association, and duplicate originals thereof are deposited with the Board. If any loss intended to be covered by insurance carried by the Board shall occur and the proceeds payable thereunder

shall be reduced by reason of insurance carried by any Unit Owner, such Unit Owner shall assign the proceeds are to be applied.

ARTICLE X - MAINTENANCE AND REPAIRS

All maintenance and repairs and replacements (whether structural or non-structural, ordinary or extraordinary) of and to each Unit and the Limited Common Elements appurtenant thereto, except as provided in Article VIII Section 3 herein and Article VI Section 2 of the Declaration, which may be required to keep such Unit in good condition shall be made by the Owner thereof. Each Unit Owner shall be liable for all damage to other Units and to the Common and Limited Common Elements, or to any of them, caused by its failure to perform this obligation.

All maintenance and repairs and replacements (whether structural or non-structural, ordinary or extraordinary) of and to the Common Elements required to keep them in good condition shall be made by the Board and charged to the Unit Owners as a common expense, except when required by the negligence or fault of a Unit Owner and the Board has actually recovered the cost thereof from the Unit Owner responsible.

ARTICLE XI - ADDITIONS, ALTERATIONS AND IMPROVEMENTS

Section 1. Additions, Alterations or Improvements by the Board. Whenever any addition, alterations or improvements to the Common Elements shall be deemed desirable or required by law, the Board shall make and pay for the same as a common expense.

Section 2. Additions, Alterations and Improvements by Unit Owners. No Unit Owner shall make any exterior or structural addition, alteration, or improvement in or to its Unit, without the prior written consent of the Board, which consent may be withheld in the discretion of the Board.

No Unit Owner shall make additions, alterations or improvements to any of the Common or Limited Common Elements wherever located, including Common or Limited Common Elements located in or adjoining such Owner's Unit, without the prior written consent of the Board, which consent may be withheld in the discretion of the Board.

ARTICLE XII - RIGHT OF ACCESS

The Board, the manager, the managing agent, and any other person from time to time authorized by the Board, shall have a right of entry to each Unit for the purpose of (i) correcting any condition originating in that Unit and threatening another Unit or a Common or Limited Common Element, whether located inside or outside the Unit, and (ii) exercising any other power or duty of the Board which requires entry, provided that requests for entry are made in advance and that any entry is at a time reasonably convenient to the Unit Owner. In case of an

emergency, such right of entry shall be immediate, whether the Unit Owner is present at the time or not. All costs reasonably incurred in connection with the exercise of the rights designated as (i) above shall be assessed to the Unit Owner of the Unit with respect to which such rights are exercised.

ARTICLE XIII - PRIORITY OF MORTGAGEE AND VENDORS

Notwithstanding any other provisions of these By-Laws, the lien on a Unit, and so the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto, for the unpaid sum assessed by the Association for the share of the common expenses chargeable to said Unit shall be subject and subordinate to (a) all sums unpaid on a first mortgage or land contract recorded prior to the date upon which any installment of the assessment is due and payable and (b) the right, title and interest of a person or entity acquiring title as a result of a sheriff's deed upon foreclosure of such mortgage.

ARTICLE XIV - RULES AND REGULATIONS

Rules and Regulations concerning the use of the Units and the Common and Limited Common Elements may be adopted and amended from time to time by the Board. Copies of such Rules and Regulations and any amendments thereof shall be furnished by the Board to each Unit Owner prior to the time when they become effective. The initial Rules and Regulations shall be effective until so amended by the Board.

ARTICLE XV – COMMITTEES

The Board of Directors shall appoint such committees as it deems appropriate.

ARTICLE XVI - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XVII - CORPORATE SEAL

The Association shall not have a seal; and where a seal may be required, there shall be a notation thereon to the effect that the Association has no seal.

ARTICLE XVIII – AMENDMENTS

Section 1. These By-Laws may be amended by the affirmative vote of unit owners having 67% or more of the votes.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XIX – MISCELLANEOUS

The fiscal year of the corporation shall be the annual period beginning January 1st and ending December 31st, or such other fiscal year as the Board of Directors may, from time to time, designate.

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