EXECUTIVE SUMMARY

This Executive Summary highlights some of the information that prospective condominium buyers are most interested in learning as well as some of the information that they should consider when contemplating the purchase of a condominium unit. The following sections either briefly summarize pertinent information by answering the questions asked, direct prospective buyers to specific sections of the condominium disclosure materials that discuss each topic in detail (at the icon) or may be completed to both summarize the information and refer to the condominium documents. ***This summary, however, is not intended to replace the buyer's review of the condominium declaration, bylaws and other condominium disclosure materials nor is it a substitute for a professional review of the condominium documents.***

Condominium Name: Princeton Homesite Condominium, Inc.

How is the condominium association managed?

- What is the name of the condominium association? Princeton Homesite Condominium, Inc. ("PHCA")
- What is the association's mailing address? C/O Elite Properties Inc. 700 Larry Ct. Waukesha, WI 53186
- How is the association managed?
  ☐ By the unit owners (self-managed)
  X By a management agent or company
  ☐ By the declarant (developer) or the declarant's management company
- Whom should I contact for more information about the condominium and the association? Kennedy Milet, Elite Properties Inc. (Management agent/company or other available contact person)
- What is the address, phone number, fax number, website & e-mail address for association management or the contact person? Elite Properties Inc. 700 Larry Ct. Waukesha, WI 53186 Eliteprop.org 262-373-1777 kmilet@eliteprop.org
- For specific information about the management of this association, see above

What are the parking arrangements at this condominium?

- Number of parking spaces assigned to each unit. 2
- How many outside? 0
- How many inside? 2 - Garage attached to unit]
  ☐ Common element
  ☐ Limited common element
  X Included as part of the unit
  ☐ Separate nonvoting units
  ☐ Depends on individual transaction

- Do I have to pay any extra parking fees (include separate maintenance charges, if any)?
  X No

☐ Yes, in the amount of $_____ per _____
☐ Other: _____

- Are parking assignments reserved or designated on the plat or in the condominium documents?
  ☐ No
  X Yes - Where? Garage is part of the unit and defined in the condominium documents
- Are parking spaces assigned to a unit by deed?
  ☐ No
  X Yes
- Can parking spaces be transferred between unit owners?
  X No
  ☐ Yes
- What parking is available for visitors? Driveway of unit
- What are the parking restrictions at this condominium? See Rules & Regulations ("R&R's") also City regulations regarding street parking
- For specific information about the parking of this condominium see R&R's and City of Pewaukee regulations

May I have any pets at this condominium?

- Are pets allowed: ☐ No X Yes
- If yes, what kinds of pets are allowed? Those considered lawful by City of Pewaukee
- What are some of the major restrictions and limitations on pets? Maximum of 2; must be housed indoors, when outdoors kept on handheld leash; no aggressive behavior or unreasonable disturbance; licensure by City of Pewaukee as required
- For specific information about the condominium pet rules, see R&R's

May I rent my condominium unit?

- Are unit rentals allowed? X Generally No ☐ Yes
- If yes, what are the major limitations and restrictions on unit rentals? Intended solely for the owner's residential purposes and not for purpose of generating rental income on a short- or long-term basis. No transient tenants. For unique circumstances, Boards of PHCA and Meadowbrook Farms Homeowners Association ("MBFHOA") will consider waivers.
- For specific information about renting units at this condominium, see R&R's, PHCA & MBFHOA governing documents

Does this condominium have any special amenities and features?

- Does this condominium have any special amenities and features? X No ☐ Yes
- If yes, what are the major amenities and features? _____
- Are unit owners obligated to join or make additional payments for any amenity associated with the condominium, such as an athletic club or golf course?
  X No
  ☐ Yes - What is the cost? $_____
- For specific information about special amenities, see n/a

What are my maintenance and repair responsibilities for my unit?

- A Unit Owner must maintain in good order, clean and sanitary condition and repair at their sole expense, their unit (excluding items which are visible from the Common Elements) including without limitation, all equipment, fixtures and appurtenances located on or upon the Unit.
- For specific information about unit maintenance and repairs, see Governing documents including R&R's

Who is responsible for maintaining, repairing and replacing the common elements and limited common elements?

- Common elements maintenance, repair and replacement is performed as follows: PHCA
- How are repairs and replacements of the common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  X Both
  ☐ Other: _____
- For specific information about common element maintenance, repairs and replacements see PHCA governing documents including Second Amended and Restated Declaration
- How are repairs and replacements of the limited common elements funded?
  ☐ Unit owner assessments
  ☐ Reserve funds
  X Both
  ☐ Other (*specify*): _____
- Limited common element maintenance, repairs and replacement is performed as follows: See PHCA governing documents including R&R's. Modifications made by the unit owner are to be maintained by the unit owner.

Does the condominium association maintain reserve funds for the repair and replacement of the common elements? X Yes ☐ No Is **there a Statutory Reserve Account?** ☐ Yes X No

- For specific information about this condominium's reserve funds for repairs and replacements, see PHCA Reserve Study _____
- Reserve Account balance: $435,000 at 11/30/2025

How are condominium fees paid for on the developer's new units that have not yet been sold to a purchaser?

- Is the developer's obligation to pay fees for unsold units different than the obligation of new unit purchasers to pay fees on their units?
  X Not applicable (no developer-owned units)
  ☐ No
  ☐ Yes - In what way? _____
- Are there any special provisions for the payment of assessment fees that apply only during the developer control period?
  X No
  ☐ Yes - Describe these provisions: _____

- For specific information about condominium fees during the developer control period, see Not Applicable

Has the declarant (developer) reserved the right to expand this condominium in the future?

- Has the declarant reserved the right to expand? X No ☐ Yes
- If yes, how many additional units may be added through expansion? _____
- When does expansion end? _____
- Who will manage the condominium during the expansion period? _____
- For specific information about condominium expansion fees, see _____

May I alter my unit or enclose any limited common elements:

- Describe the rules, restrictions and procedures for altering a unit: Approval required by PHCA
- Describe the rules, restrictions and procedures for enclosing limited common elements: Approval required by PHCA and possibly MFHOA
- For specific information about unit alterations and limited common element enclosures, see PHCA R&R's and MFHOA governing docs

Can any condominium materials be amended in a way that might affect my rights and responsibilities?

- Yes, Wisconsin law allows the unit owners to amend the condominium declaration, bylaws and other condominium documents if the required votes are obtained. Some of these changes may alter your legal rights and responsibilities with regard to your condominium unit.
- For specific information about condominium document amendment procedures and requirements, see PHCA governing documents

Other restrictions or features (optional): _____

Does the Association have the right of first purchase:

X No
☐ Yes

Does the Association charge a transfer fee:

X No
☐ Yes. If so, how much? _____

Does the Association charge a disclosure material fee:

☐ No
☒ Yes. If so, how much? The actual cost of furnishing the information or $50.00, whichever is less pursuant to Sec. 703.20(2)(a) Wis. Stat.

Does the Association charge a payoff statement fee?

X No, for one payoff statement issued within a two-month period.
☐ Yes. If so, how much? $_____

☒ Other (*specify*): Pursuant to Wis. Stats. Sec. 703.335(4), for each additional payoff requested during that two-month period there is a $25.00 charge.

This Executive Summary was prepared on January 8, 2026
By: William D. Goodman, President Princeton Homeowner Condominium Association

*Note: A Statutory Reserve Account" is a specific type of reserve account established under Wis. Stat. § 703.163 to be used for the repair and replacement of the common elements in a residential condominium (optional for a small condominium with less than 13 units or a mixed-use condominium with residential and non-residential units). In a new condominium, the developer initially decides whether to have a statutory reserve account, but after the declarant control period ends, the association may opt-in or opt-out of a statutory reserve account with the written consent of a majority of the unit votes. Existing condominiums must establish a statutory reserve account by May 1, 2006 unless the association elects to not establish the account by the written consent of a majority of the unit votes. Condominiums may also have other reserve fund accounts used for the repair and replacement of the common elements that operate apart from §703.165.

Fund Balance Sheet

Properties: Princeton Homesite - c/o Elite Properties, Inc. 700 Larry Court Waukesha, WI 53186-1803
As of: 01/08/2026
Accounting Basis: Cash
GL Account Map: Princeton Homesite
Level of Detail: Detail View

Account Number	Account Name	Operating	Reserve	Total
	ASSETS			
	Cash			
115000	Operating Cash	48,419.34		48,419.34
117000	Reserve Account		79,570.41	79,570.41
118002	Landmark Savings		5.00	5.00
118003	Summit Savings		1.00	1.00
119000	Landmark CD-09/07/2026 4.170%		190,631.66	190,631.66
121002	Summit CD-01/21/2026 3.930%		94,791.30	94,791.30
126000	Landmark CD-10/17/2026 4.070%		50,424.87	50,424.87
127001	Summit CD-06/17/2026 3.930%		31,991.34	31,991.34
	Total Cash	**48,419.34**	**447,415.58**	**495,834.92**
	TOTAL ASSETS	**48,419.34**	**447,415.58**	**495,834.92**
	LIABILITIES & CAPITAL			
	Liabilities			
230000	Prepaid	3,150.00		3,150.00
	Total Liabilities	**3,150.00**	**0.00**	**3,150.00**
	Capital			
330000	Retained Earnings	649,310.95		649,310.95
	Calculated Retained Earnings	21,467.00	0.00	21,467.00
	Calculated Prior Years Retained Earnings	12,113.15	-190,206.18	-178,093.03
	Total Capital	**682,891.10**	**-190,206.18**	**492,684.92**
	TOTAL LIABILITIES & CAPITAL	**686,041.10**	**-190,206.18**	**495,834.92**

Electronically Recorded
4855051
WAUKESHA COUNTY, WI
REGISTER OF DEEDS
James R Behrend
Recorded On:01/06/2026 2:10:19 PM
Total Fee: $30.00 Page(s): 29
Transfer Tax: $0.00

The above recording informationverifies that this document has been electronically recorded and returned to the submitter.

SECOND AMENDED AND RESTATED DECLARATION

PRINCETON HOMESITE CONDOMINIUM, INC.

Record this document with the Register of Deeds

Name and Return Address:
Lydia J. Chartre, Esq.
Kaman & Cusimano LLC
111 E. Kilbourn Avenue,
Suite 1700
Milwaukee, WI 53202

(See Exhibit B for Parcel Numbers)

Parcel Identification Number

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE

SECOND AMENDED AND RESTATED DECLARATION

OF PRINCETON HOMESITE CONDOMINIUM

Princeton Homesite Condominium (the "Condominium") was created by a Merger and Declaration of Condominium, recorded on January 12, 1998 with the Register of Deeds for Waukesha County as Document No. 2279454, and corrected by an Affidavit of Correction, recorded on February 25, 1998 with the Register of Deeds for Waukesha County as Document No. 2292701, and as amended on September 22, 1999 as Document No. 2504780 (as amended and corrected, the "Declaration").

STATEMENT OF PURPOSE

WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to Princeton Homesite Condominium Association, Inc. (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 I
DEFINITIONS

1.1 Defined Terms. The following terms shall be defined as follows:

(a) "Act" means Chapter 703 of the Wisconsin Statutes and known as the Condominium Ownership Act, as amended from time to time.

(b) "Allocated Interest" means the undivided percentage interest from time to time of each Unit, determined as provided in Section 5.1 below, in the Common Elements.

(c) "Architectural Review Committee" means the committee which the Board of Directors shall establish for the purpose of reviewing and approving any and all exterior alterations, improvements or modifications to the Condominium.

(d) "Assessments" refers to both General Assessments and Special Assessments and means the amount determined by the Association to be due with respect to a Unit for Common Expenses.

(e) "Association" means the Princeton Homesite Condominium Association, Inc.

(g) "Board of Directors" means the governing body of the Association.

(h) "Building(s)" means any structure containing one or more Units which is situated on the Property.

(i) "Building Plans" means the plans and any supplemental plans included with the Plat.

(j) "Bylaws" means the Bylaws of the Association.

(k) "Common Expenses" means all of the expenses of the Association.

(l) "Common Elements" refers to both the "General Common Elements" and the "Limited Common Elements," and means all of the Condominium other than the Units.

(m) "Condominium" means the Princeton Homesite Condominium.

(n) "Condominium Documents" consist of the Articles, Bylaws, Rules and Regulations, Plans, Specifications, Surveys, Plat Maps, Management Agreement, if any, and this Declaration.

(o) "Declaration" means this Amended and Restated Declaration of Princeton Homesite Condominium, as may be amended from time to time.

(p) "Director" means a Member of the Board of Directors of the Association.

(q) "FNMA" means the Federal National Mortgage Association.

(r) "Limited Common Elements" means those portions of the Common Elements reserved for the exclusive use of one or more but less than all of the Unit Owners.

(s) "Managing Agent" means any individual or entity employed by the Association to perform duties and services for the Condominium in accordance with the Act or the Condominium Documents.

(t) "Majority" means the Condominium Unit Owners with more than 50% of the votes assigned to the Units by the Declaration.

(u) "Mortgage" means any recorded mortgage encumbering a Unit.

(v) "Mortgagee" means the holder of any recorded Mortgage encumbering one or more of the Units.

(w) "Member" means every Unit Owner, who by his status as a Unit Owner is also a Member of the Association.

(x) "Membership Roster" means the list of all Unit Owners entitled to vote at all general and special meetings.

(y) "Phase" means the particular Buildings and other improvements to be constructed during a particular time frame of this development.

(z) "Plat" means the Plat of Survey of the Condominium that was recorded pursuant to the Act simultaneously with the original Declaration, as the same may be amended from time to time.

(aa) "Property" means the real property as described on **EXHIBIT A**, and any amendments thereto.

(bb) "Rules and Regulations" means the Rules and Regulations adopted and as amended from time to time by the Board of Directors.

(cc) "Special Assessment" means any assessment made against the Unit Owner and his Unit which is not a General Assessment and is assessed against a Unit Owner and his Unit for expenses incurred by the Association.

(dd) "Unit" means a part of the Condominium intended for private use by the Unit Owner.

(ee) "Unit Owner" means any natural person, corporation, partnership, association, trust or other entity capable of holding title to real property, or any combination thereof which holds legal title to a Unit, but does not include any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof. Ownership or transfer of a Unit via land contract is strictly prohibited.

SECTION II
ASSOCIATION OF UNIT OWNERS

2.1 Membership, Duties and Obligations. Each Unit Owner shall be a Member of the Association of Unit Owners to be known as the Princeton Homesite Condominium Association, Inc., which shall be responsible for carrying out the purposes of this Declaration, including the exclusive management and control of the Common Elements. The Association shall be governed by its Board of Directors in accordance with the Bylaws. The Association may be an incorporated association. Each Unit Owner and the occupants of all Units shall abide by and be subject to all of the duties and obligations of the Act, this Declaration and the Condominium Documents.

2.2 Voting Rights. There shall be one class of voting membership. All Unit Owners shall have one vote for each Unit owned and shall be entitled to cast the vote appurtenant to each Unit owned at all meetings of the Association. If title to a Unit is held by more than one person, then the co-owners of the Unit shall notify, in writing, the Secretary of the Association which individual is entitled to cast the vote on behalf of all co-owners.

2.3 Architectural Review Committee. The purpose of the Architectural Review Committee is to maintain harmony in the appearance of the Condominium. The Architectural Review Committee shall have the right to approve or disapprove any plan for any improvement, alteration or modification to the exterior portions of the Units and any plan for any improvement, alteration or modification to the Common Elements. The Architectural Review Committee shall not approve any plan of any Unit Owner which negatively affects any other Unit in a material manner. Also, the Architectural Review Committee shall not approve any plan which would add a material amount of additional living space to any Unit and which would also materially increase the size of the Common Elements. The Architectural Review Committee shall consist of at least three (3) individuals who are appointed by the Board of Directors, or if individuals are not appointed, the Board of Directors shall serve as the Architectural Review Committee. The length of the term of service of the members of the Architectural Review Committee shall be determined by the Board of Directors.

SECTION III
USE OF CONDOMINIUM

3.1 Use of Common Elements Other Than Limited Common Elements. Each Unit Owner shall have the right to use the Common Elements, except the Limited Common Elements, as may be required for any purpose, including, but not limited to, ingress and egress to and from and the use, occupancy and enjoyment of the Unit owned by such Unit Owner. Such rights shall extend to the Unit Owner, his family members, employees, agents, guests and invitees. The use of the Common Elements and the rights of Unit Owners with respect thereto shall be subject to and governed by the provisions of the Act and the Condominium Documents.

3.2 Use of Limited Common Elements. The portions of the Common Elements designated as Limited Common Elements are reserved for the exclusive use of the Unit or Units which they serve. The rights of use herein reserved shall extend to the Unit Owner whose Unit is benefited thereby, his family members, employees, agents, guests and invitees.

SECTION IV
DESCRIPTION

4.1 Description of Buildings. The approximate location and dimensions of the Buildings in which the Units are located are shown on the Plat of Survey and the Building Plans.

4.2 Description of Units. The Condominium consists of fifty-two(52) Units in twenty-six (26) Buildings. Each Unit shall be identified by a Building number and letter as indicated on the Plat. The following shall be the boundaries of the Units:

(a) Vertical Boundaries. The vertical boundaries of a Unit shall be the vertical planes of the inner surface of any stone, brick, block or other masonry walls

bounding such Unit. If the walls bounding any Unit are not stone, brick, block or other masonry, such vertical boundaries are the interior surface of the wall or studs which support the dry wall, wood, or plaster perimeter walls bounding any such Unit.

(b) Horizontal Boundaries. The horizontal boundaries of the Unit shall be:

(i) Upper Boundary. The upper boundary of any portion of a Unit is the horizontal plane of the bottom surface of the attic floor joists, if any, above such Unit, or if there are no such attic floor joists, then the bottom surface of the rafters supporting the roof of the Building.

(ii) Lower Boundary. The lower boundary of a Unit is the top surface of the concrete floor slab below the lower most floor of such Unit.

(c) Additional Items: Each Unit shall include the following, if any:

(i) the air conditioning, heating and hot water systems and equipment, any interior chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, wall safes, medicine cabinets, built-in shelving which lies partially within and partially outside of the designated boundaries of a Unit, and any portions thereof exclusively serving that Unit shall be deemed a part of that Unit, while any portions thereof, serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements; all interior ceilings, floors, walls, drywall, and partitions, floor and wall coverings, including those within a screened or enclosed porch, patio or deck; and all fixtures and improvements, including, without limitation, sinks, bathtubs and other plumbing facilities within the Unit.

(ii) all exterior doors (including doors to any patio or deck serving the Unit, the garage door and front and rear entrance door), and any and all hardware, including without limitation, door locks, hinges, garage door openers and related mechanical systems, if any associated with such doors; all windows, screens (except screens which are deemed to be part of a Special Unit Feature), window wells, and sky lights.

4.3 Limited Common Elements. The Limited Common Elements include:

(a) patios or decks adjacent to a Unit (which are reserved for the exclusive use of the Unit to which each is adjacent);

(b) all footings, foundations, beams, exterior walls, roofs, floors (excluding those described in Section 4.2) and structural supports of Buildings;

(c) the following areas appurtenant to a Unit: all parking and driveway areas, sidewalks, pathways, access steps, landings, hallways, walkways and landscaped areas serving a Unit or a number of specific Units; and

(d) any exterior light, mailbox, chimney, dormer or vent or similar appurtenance exclusively serving a Unit or Units located within the designated boundary lines of a Unit.

4.4 General Common Elements. The General Common Elements consist of the entire Condominium, except the Units and the Limited Common Elements, and includes, without limitation, all exterior ducts, lines, poles, posts, pipes, wires, cables, conduits and other apparatus relating to water distribution, drainage, electrical, telephone, cable television, master television, security and communication systems, gas, sewer, heating, air conditioning and plumbing systems

SECTION V
ALLOCATED INTERESTS

5.1 Allocated Interest. Every Unit owner shall own an undivided interest in the Common Elements as a tenant-in-common with all other Unit owners and every Unit Owner shall have the right to use and occupy the Common Elements for all purposes which do not violate the Act, this Declaration and the Condominium Documents, which rights shall be appurtenant to and run with his Unit. The Allocated Interest in Common Elements shall be determined by dividing one hundred (100) by the number of Units then included in the Condominium. Except as otherwise provided in this Declaration, there shall be no partition of the Common Elements and Limited Common Elements through judicial proceedings or otherwise until this Declaration is terminated and the Property is withdrawn from the terms of the applicable statutes regarding Unit Ownership or Condominium Ownership. There shall be no partition without the prior written approval of the Town of Pewaukee and Waukesha County Park and Planning Commission. If any Unit shall be owned by two or more co-owners as tenants-in-common or as joint tenants, nothing contained in this Declaration shall be deemed to prohibit a voluntary or judicial partition of that single Unit as between such co-owners.

SECTION VI
COMMON EXPENSES, ASSESSMENTS AND TAXES

6.1 Common Expenses. The cost of administration of the Association, utilities, insurance, taxes, repair, maintenance and other expenses for the Common Elements, except as otherwise specified in the Condominium Documents shall be considered Common Expenses and paid for by the Association. The Association shall make Assessments against the Unit Owners, as well as the Units themselves, for such Common Expenses in accordance with and in the manner provided in the Bylaws.

The Assessment obligation appurtenant to a Unit shall commence at the time the Unit is conveyed to a person or entity. No Unit owner may exempt himself or his Unit from liability for his contribution toward the Common Expenses by waiver of the use of enjoyment of any of the General or Limited Common Elements or by the abandonment of his Unit. No conveyance shall relieve the Unit Owner or his Unit of such liability, and he shall be jointly, severally and personally

liable along with his grantee in any conveyance for the Common Expenses incurred up to the date of sale until all such expenses charged to his Unit have been paid.

6.2 Payment of Assessments. All Assessments, when due, together with any interest thereon and actual costs of collection, shall immediately become the personal liability of the Unit Owner and also a lien, until paid, against the Unit to which charged, if a statement of lien is filed within two years after the date the Assessment becomes due. The lien is effective against a Unit at the time the Assessment becomes due regardless of when within the two-year period it is filed. The personal liability for the Assessment shall not pass to a successor in title to the Unit unless the successor agrees to assume the obligation. Any statement of lien shall be filed in the land records of the Clerk of Court of Waukesha County, stating the description of the Unit, the name of the record owners, the amount due and the period for which the Assessment was due. The statement of condominium lien shall be signed and verified by an Officer or agent of the Association and then shall be filed. On full payment of the Assessment for which the lien is claimed, the Unit Owner shall be entitled to a fileable satisfaction of the lien. If Waukesha County becomes the Owner of a Unit because of a tax delinquency, Section 703.165 of the Wisconsin Statutes controls with respect to Assessments and the enforcement of liens against Waukesha County.

6.3 Assessment for Common Expenses. Assessments shall be made against the Unit Owners and the Units at the beginning of each fiscal year of the Association to meet estimated Common Expenses of the Association for the ensuing year and shall be payable in twelve (12) monthly installments, in advance, on the first day of each month. Special Assessments for expenses incurred by the Association which relate to the Unit, Limited Common Elements or for any reason stated herein shall be made against the Unit Owners and the Units at any time the Board of Directors deems advisable. The Association shall have the authority to modify Assessments during any fiscal year. In the event of delinquency in payment, the Association may, as provided for in the Bylaws, assess late fees and interest, and may accelerate Assessments remaining unpaid with respect to such delinquent Unit for purposes of collection or foreclosure action by the Association.

6.4 Purchaser of Unit. Any Purchaser of a Unit is entitled to a statement from the Board of Directors of the Association setting forth the amount of unpaid Assessments against the Seller. The statement shall be supplied to the Purchaser within ten (10) days after such a request. The Purchaser shall be liable for, and the Unit conveyed shall be subject to, any unpaid Assessment of the Seller in the amount set forth in the statement.

6.5 Enforcement of Lien. The Association shall have the right to enforce any lien for unpaid Assessments, shall have all of the rights and remedies provided for in Section 703.165 of the Act and shall exercise those rights and remedies as the Board of Directors deems appropriate. The amount of any lien claim shall include late fees and interest on the unpaid portion of an Assessment and the costs of collection, including actual attorneys' fees.

6.6 Real Estate Taxes. Real estate taxes shall be taxed separately to each Unit Owner for his Unit and his Allocated Interest in the Common Elements.. In the event the Association is assessed for real estate taxes on any Unit, then the Unit Owner who owns the Unit for which the Association is assessed shall pay the real estate taxes.

SECTION VII
EASEMENTS AND ENCROACHMENTS

7.1 Utility Easements. Easements are hereby declared and granted for the benefit of the Unit Owners and the Association and reserved for its successors and assigns for utility purposes, including without limitation, the right to install, lay, maintain, repair and replace water, sewer and gas mains and laterals, telephone wires and equipment, security and communication system and equipment, and electrical conduits and wires and equipment, over, under and along any part of the Common Elements or a Unit. Notwithstanding the foregoing provisions of this Section VII, unless otherwise approved in writing by the Unit Owner or Unit Owners affected thereby, any such easement through a Unit shall be located either in substantially the same location as such facilities or similar facilities existed at the time of first conveyance of the Unit, or so as not to materially interfere with the use, occupancy or value of the Unit.

7.2 Support Easement. Each Unit shall have an easement for structural support over every other Unit in the Building in which it is located and in the Common Elements, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building in which it is located and the Common Elements.

7.3 Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited:

(a) for the installation, repair, maintenance, use, removal and/or replacement of air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television and other communication systems, water, sewer and gas mains and laterals, and all other utility lines and distribution systems, to the extent any such system or that portion of a system serves a particular Unit or is necessary for service to a Unit;

(b) for the installation, repair, maintenance, use, removal and/or replacement of lighting fixtures, electrical receptacles, panel boards and other electrical installations which are a part of or serve any Unit but which encroach into a part of a Common Element adjacent to such Unit; provided that the installation, repair, maintenance, use, removal or replacement of any such item does not unreasonably interfere with the common use of any part of the Common Elements, adversely affect either the thermal or acoustical character of the Building or impair or structurally weaken the Building; or

(c) for the maintenance of the encroachment of any lighting devices, outlets, medicine cabinets, shelving, wall safes, exhaust fans, ventilation ducts, registers, grilles and similar fixtures which serve only one Unit but which encroach into any part of any Common Elements.

7.4 Unit Owner's Grant of Easement. By acceptance of a deed of conveyance, each Unit Owner thereby grants a right of access to his Unit, including without limitation the right

of access provided by Section 703.32 of the Act, to the Board of Directors or the Managing Agent, their respective agents and employees, for the purpose of exercising their respective powers and responsibilities, including, without limitation, making inspections, correcting any condition originating in a Unit and threatening another Unit of the Common Elements, performing installations, alterations or repairs to the mechanical or electrical services or the Common Elements in a Unit or elsewhere in the Condominium, or to correct any condition which violates the provisions of this Declaration and any of the Condominium Documents; provided, that requests for entry are made in advance and that any such entry is at a time reasonably convenient to the Unit Owner. Notwithstanding the foregoing, in case of an emergency, such right to entry exercise of the rights herein conferred to the extent practicable shall be in a manner so as not to interfere unreasonably with the use of a Unit.

7.5 Binding Effect. All easements and rights described herein, are granted and reserved to, and shall inure to the benefit of and be binding on the undersigned, their successors and assigns, and all Unit Owners, purchasers and Mortgagees and their heirs, executors, administrators, successors and assigns. The Association, by and through its Board of Directors, shall have the authority to execute all documents necessary to carry out the intent of this Section.

7.6 Encroachments. In the event that by reason of construction, reconstruction, settlement or shifting of any Building, or the design of construction of any Unit, any part of the Common Elements shall at any time encroach upon any part of any Unit, or any part of any Unit shall at any time encroach upon any part of the Common Elements of any Unit shall at any time encroach upon part of any other Unit, an Easement for the Continuation and maintenance of such encroachment is hereby established and shall exist for the benefit of such encroaching Unit or Common Element so long as all or any part of the Building containing such Unit, or Common Element shall remain standing; provided, however, that in no event shall an easement for any encroachment be created in favor of the owner of any Unit if such encroachment occurred due to willful and knowing conduct of said owner.

SECTION VIII
MORTGAGE

8.1 Separate Mortgages of Units. No Unit Owner shall have the right or authority to Mortgage or otherwise encumber the Property or any part thereof; provided, however that each Unit Owner shall have the right to Mortgage or encumber his own Unit.

8.2 Mortgagees. When a Mortgage is delivered by a Unit Owner to the Mortgagee, the Unit Owner shall notify, if so requested, in writing, the Secretary of the Association of the name and address of such Mortgagee.

8.3 Roster of Mortgagees. The Board of Directors shall maintain a roster of Mortgagees from information received by the Unit Owners. The roster shall state the name and address of each Mortgagee. Each Mortgagee shall advise the Association as to the priority of its lien on the Unit.

8.4 Liens. The liens for Assessments created under the Act or pursuant to the Declaration or the Bylaws upon the Unit shall be subject and subordinate to and shall not affect

liens for general and special taxes, all unpaid sums on a first Mortgage recorded prior to the making of the Assessment, mechanic's liens filed prior to the making of the Assessment and all unpaid sums on any loan made by the Veterans Administration under Section 45.80 of the Wisconsin Statutes, to the extent the same is set forth in the Act.

8.5 Mortgagee in Possession. A Mortgagee of any Unit who comes into possession of the Unit pursuant to the remedies provided in the Mortgage shall take the Unit free of any claims for unpaid Assessments or charges against the Unit which accrued prior to the time such Mortgagee comes into possession of the Unit, to the extent the same is set forth in the Act.

8.6 Rights of Mortgagees. Each Mortgagee, its agent or representative, upon written request to the Board of Directors, shall be entitled thereafter to the following:

(a) notice of any default by the mortgagor of such Unit in the performance of such mortgagor's obligations under this Declaration or any of the Condominium Documents which is not cured within thirty (30) days.

(b) copies of budgets, notice of any Assessments, or any other notices or statements provided under this Declaration by the Board of Directors to the Unit Owner;

(c) copies of any financial statements of the Association which are distributed to the Unit Owners;

(d) copies of notices of meetings of the Unit Owners and the right to be represented at any such meetings by a designated representative;

(e) notice of damage in excess of $5,000.00 to or destruction of any Unit subject to the Mortgage or any damage to the Common Elements in excess of $10,000.00;

(f) notice of any pending or threatened condemnation or eminent domain proceedings with respect to any part of the Property;

(g) a notice that payment of the premium is more than ten (10) days late and notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association or any entity responsible for managing the Condominium within sixty (60) days prior to any such lapse, cancellation or material modification;

(h) notice of any decision by the Board of Directors to terminate any management of the Property;

(i) notice of any proposed action which would require the consent of Mortgagees pursuant to the Act;

(j) the right to examine the books and records of the Association at any reasonable time and to audit the same at its sole cost;

(k) notice of any Assessment or any other charges levied by the Association which is more than sixty (60) days past due;

(l) notice of any judgment which is rendered against the Association; and

(m) the right to cure a default in the payment of any Assessment.

Unless otherwise stated, the above notices shall be provided to the Mortgagee within a reasonable time after the occurrence of the event which requires a notice to be given by the Association.

8.9 Amendment to Declaration. No amendment to this Declaration shall affect the rights of a Mortgagee whose interest was recorded prior to the recordation of any such amendment, unless Mortgagee consents to the amendment.

8.10 Priority of First Mortgagees. Except as otherwise provided by the Act, no provision of this Declaration or the Condominium Documents shall be construed to grant to any Unit Owner or any other party any priority over any rights of holders of first Mortgages pursuant to their first Mortgages in case of the distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements or any portions thereof.

SECTION IX
BOUNDARY RELOCATION OF UNITS

9.1 Relocation of Unit Boundaries. Any two or more Unit Owners may agree to relocate the boundaries of their Units and any yard areas appurtenant to their Units if:

(a) The structural integrity and value of the Building, Common Elements or the Unit are not adversely affected;

(b) The affected Unit Owners submit a written proposal to an Officer of the Association which proposal includes:

(i) The written consent of the affected Unit Owner's Mortgagees;

(ii) Plats and plans, reflecting the altered boundaries and the dimensions thereof between adjoining Units and the Units identifying number or letter (such plats and plans shall be certified as to their accuracy in compliance with 703.13(6) of the Act by a civil engineer, architect or licensed land surveyor);

(iii) Drafts of the proposed amendment to the Declaration necessary to accomplish such relocation;

(iv) Deeds of conveyance, transfer returns and pother documents necessary to accomplish such relocation; and

(v) Any reallocation of the votes appertaining to the Units affected by the relocation of any boundaries.

(c) Within thirty (30) days the Association receives all of the items required by Section 9.1(b) and the Board of Directors has approved the relocation of the Unit boundaries, the Association shall submit the provided amendment to this Declaration to all Unit Owners and their Mortgagees who shall execute the Amendment upon the request of the Board of Directors;

(d) The amendment to this Declaration shall:

(i) Reflect the relocation of any Units or Unit Yard Areas;

(ii) Contain words of conveyance;

(iii) State a reasonable reallocation, as determined by the affected Unit Owners, of the Allocated Interest; and

(iv) state a reasonable reallocation, as determined by the Board of Directors, of the liability for future Common Expenses appurtenant to the new Units;

(e) If the proposed amendment to this Declaration is duly approved, the Association shall cause such amendment and related documents to be recorded; and

(f) All expenses relating to the matters referred to in this Section 9.1, including all expenses incurred by the Association, shall be paid by the affected Unit Owners as a condition precedent to the amendment to this Declaration and the recording of related documents.

The relocation of the boundaries shall be effective as of the date the amended Declaration is recorded.

9.2. Liens on Work and Indemnification. All work in connection with a relocation of Unit boundaries of a Unit shall be completed in a good and workmanlike manner, free from all liens. The Unit Owner(s) who initiate or whose actual boundaries are relocated shall indemnify and hold harmless the other Unit Owners, the Board, and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any relocation. The Board of Directors shall have the authority to assess a Special Assessment against any Unit for any cost incurred by the Association as a result of nonpayment of relocation cost by the Unit Owner.

SECTION X
MAINTENANCE, ALTERATION AND IMPROVEMENT OF CONDOMINIUM

10.1 Responsibility of Unit Owners.

(a) Each Unit Owner, at his sole expense, shall be responsible for keeping his Unit (excluding items which are visible from the Common Elements), including, without limitation, the items identified in Section 4.2(c) and all of the equipment, fixtures and appurtenances located on or upon the Unit in good order, condition and repair and in a clean and sanitary condition. Without in any way limiting the foregoing, each Unit Owner shall be responsible for the maintenance, repair or replacement of (excluding items which are visible from the Common Elements) any lighting fixtures, refrigerators, ranges, plumbing fixtures, dishwashers, disposals, laundry equipment such as washers and dryers, the air conditioning, heating and hot water systems and equipment, any chutes, flues, exhaust fans, ducts, conduits, wires, cables, electrical, security, telephone, television, wall safes, medicine cabinets, built in shelving and all communication systems, water, sewer and gas mains and laterals and all other utility lines and distribution systems and fixtures and any portions thereof exclusively serving that Unit, while any portions thereof serving more than one Unit or any portion of the Common Elements shall be deemed a part of the Common Elements.

(b) In addition, the Unit Owner shall be responsible for the maintenance and repair of the sump pump that may be located within the Unit, along with all laterals and pipes which make up any sump pump system serving that Unit. Further, any Unit Owner that owns a Unit in which a sump pump is located shall be responsible for paying the cost of the electricity required to operate any such sump pump.

(c) Notwithstanding Section 10.1(a) for purposes of uniformity, the Association shall replace, repair, paint, maintain and adorn external features such as the items identified in Section 4.2(c)(ii) and other similar items which are visible from the Common Elements and portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems lying above or under any Common Element; provided, however, the individual Unit Owner who owns the Unit which the items identified in Section 4.2(c)(ii) and other similar external items are a part of and/or service and the Unit Owner's Unit to which such portions of any conduits, wires, cables, water, sewer and gas mains and laterals and all other utility lines and distribution systems appertain shall pay the cost incurred by the Association in replacing, repairing, painting, maintaining and adorning such items.

(d) The Unit Owner shall at all times maintain the temperature of their Unit at or above 60° Fahrenheit.

(e) The Unit Owner shall be solely responsible for the cost of repair of any damage to the Condominium caused by the Unit Owner's failure to discharge his obligation pursuant to this Section 10.1. If a Unit Owner fails to discharge his obligations pursuant to this Section 10.1, then the Association shall have the right, but not the obligation, to discharge such obligations on behalf of the Unit Owner and any if the costs so incurred by the Association are not promptly repaid to the Association, then the Board of Directors shall assess a Special Assessment against the Unit for such expense.

10.2 Responsibility of Association. The Association shall be responsible for the management and control of the Common Elements and shall cause the same to be maintained, repaired and kept in good condition, order and repair. Without in any way limiting the foregoing, the Association shall be responsible, at the expense of the Association (unless necessitated by the negligence or misuse of a Unit Owner, in which case such expense shall be charged to such Unit Owner), for the following:

(a) all painting, repairing, restoration, general maintenance and decorating of Building exteriors, walls, doors, windows and roofs;

(b) lawn care, including landscaping, fertilizing, weed control, tree pruning, grass cutting, edging and trimming, as required;

(c) snow and ice removal from paved sidewalks, driveways and parking areas of the Property;

(d) maintenance, repair or restoration of sidewalks, walkways and driveways of the Property;

(e) maintenance, repair and replacement of electrical wiring, lighting. heating and air conditioning systems and pipes and ducts in Common Elements:

(f) purchase, maintenance, repair, replacement and storage of equipment and materials required to accomplish the foregoing; and

(g) maintenance and repair of the floor joist and/or the unimproved cement floor of the lower most floor of each Unit; provided, however the Unit Owner shall be responsible for the maintenance and repair of any floor covering material which covers the floor joist or the cement floor.

10.3 Repair and Replacement Standards. All repairs and replacements shall, to the extent reasonably possible, be done in a manner which is substantially similar to the quality and appearance of original construction and installation.

10.4 Alterations to Unit. A Unit Owner may make any alterations he deems desirable to his Unit or the yard area appurtenant thereto, including the movement or modification of any interior walls, provided the Unit Owner complies with all provisions of the Condominium

Documents. A Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to his Unit which might impair the structural integrity or value of the Building or any mechanical or electrical system therein; or adversely affect either the thermal or acoustical character of the Building; or impair any easement appurtenant to any Unit or the Condominium; or violate this Declaration or any applicable law, ordinance or governmental rule, regulation or order. All work done in connection with alteration to the Unit shall be completed in a good, workmanlike manner and free from all liens. Any Unit Owner who makes any alterations to his Unit shall indemnify and hold harmless the other Unit Owners, the Board, and the Association from and against all claims of third parties for personal injury or property damage from work performed in connection with any alterations.

10.5 Exterior Alterations. Except as permitted by the Rules and Regulations or as consented to by the Architectural Review Committee, a Unit Owner is prohibited from making any alteration, installation, removal, reconstruction or repair to the exterior of the Building in which his Unit is located.

10.6 Damage to Units and to Common Elements. In the event that the Association, or any individual or entity acting on behalf of the Association, damages any portion of a Unit or Common Element while making any repair or renovation to any portion of a Common Element, then the Association shall be responsible for promptly repairing and restoring any portion of any such Unit or Common Element to the condition in which it existed prior to the Association's actions. In the event that any Unit Owner, or any individual or entity acting on behalf of any Unit Owner, damages any portion of a Common Element while making a repair or renovation to his Unit, then the Association shall be responsible for promptly repairing and restoring the portion of the Common Element which was damaged to the condition in which it existed prior to such event and the Unit Owner shall be responsible for paying the cost incurred by the Association in repairing and restoring the Common Element.

SECTION XI
REPAIR OR RECONSTRUCTION

11.1 Repair or Reconstruction of Condominium. In the event the Condominium Property is destroyed or damaged in part or in total, the Association shall within ninety (90) days from the date of the destruction or damage commence repairs or reconstruction to the destruction or damage. The design, plans and specifications of the reconstruction or repair may vary from the original construction upon approval of the Association. All the repairs and construction costs in excess of insurance proceeds shall be a Common Expense payable by the Unit Owners in proportion to their Allocated Interest.

11.2 Eminent Domain.

(a) Taking of Common Elements. Following the taking of all or a part of the Common Elements, the Association shall promptly undertake to restore the affected Common Elements to a condition compatible with the balance of the Property. Any costs of reconstruction in excess of the condemnation award shall be a Common Expense payable by the Unit Owners in proportion to their Allocated Interest.

(b) Taking of Unit. Following a taking of all or substantially all of a Unit, such that the restoration or reconstruction of the Unit is not practical, the affected Unit Owner and their Mortgagee, if any, as their respective interests may appear, shall be entitled to receive the full amount of the award for the taking of their Unit. The affected Unit Owner shall thereupon release and relinquish any and all interests in their Unit, the Condominium Property, and the Common Elements of the Condominium.

(c) Taking of a Portion of a Unit. In the event that a portion of any Unit is taken and the Unit is repaired or reconstructed, the Allocated Interests and vote appurtenant to such Unit shall remain unchanged.

11.3 Association as Designated Agent. The Association shall act as the designated agent and/or attorney-in-fact for each Unit Owner and their Mortgagees for the purpose of representing, negotiating and settling any proceeds or awards to be made to the Association or any Unit Owner on account of any casualty damage to the Condominium or eminent domain proceedings which involve the Condominium.

SECTION XII
RESTRICTIONS ON USE, OCCUPANCY AND TRANSFER

12.1 Limitations. Each Unit Owner, its agents, representatives, guests and invitees shall be subject to the restrictions set forth in this Declaration and the Condominium Documents, as amended from time to time, including, without limitation, that the Buildings and Units are intended for and restricted exclusively to residential uses.

12.2. Unit Owner's Restrictions on Leasing. A Unit Owner may lease their Unit if they comply with the restrictions on leasing as stated in the Bylaws and Rules and Regulations. No rooms in any Unit may be rented and no transient tenants may be accommodated.

12.3. Unit Owner's Use of Unit as an Office. A Unit Owner may operate an office out of his Unit if he does not: (a) erect or maintain any type of a sign, billboard or any form of advertising material which will be visible from any of the Common Elements; (b) conduct a retail business out of his Unit by which a sale is actually consummated in the Unit; (c) allow customers or clients to enter the Condominium or his Unit for the purpose of conducting business; (d) conduct any type of business which will unreasonably burden any of the utility facilities which service the Condominium; (e) conduct any type of business which would cause any insurance policy carried by or paid for by the Association or any other Unit Owner to be canceled or any premiums under such policies to be increased; (f) conduct any type of business which is prohibited by any federal, state, county or local law, ordinance or regulation; and (g) conduct any type of activity which would be reasonably considered offensive or obnoxious to any other Unit Owner.

12.4. Unlawful Use of Condominium or Unit. No unlawful use may be made of the Condominium or any part thereof and each Unit Owner shall strictly comply with all valid laws, orders, rules and regulations of all governmental agencies having jurisdiction. Compliance with any legal requirements shall be accomplished by and at the sole expense of the Unit Owner or the Board of Directors, as the case may be, whichever shall have the obligation under this

Declaration to maintain and repair the portion of the Condominium affected by any such legal requirements. Each Unit Owner shall give prompt notice to the Board of Directors of any written notice he receives of the violation of any legal requirements affecting his Unit or the Condominium.

SECTION XIII
INSURANCE

13.1 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 lightening, 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 5 years, to determine the full replacement value of the Property insured.

13.2 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:

(a) Worker's compensation insurance;

(b) 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;

(c) Directors and Officers Insurance covering the officers, directors, property managers and volunteers;

(d) 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

(e) Such other insurance, including cyber or automobile insurance, as it deems necessary.

13.3 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.

13.4 Unit Owner Insurance. The Unit Owners shall be responsible for and shall obtain insurance coverage for:

(a) The personal property within the Unit;

(b) 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);

(c) Loss assessment coverage, at a minimum limit of the maximum amount that the insurer will cover of the Association's master policy deductible(s);

(d) Special perils contents coverage; and

(e) Sewer backup and sump pump failure coverage.

SECTION XIV
PROHIBITION ON PARTITION OF COMMON ELEMENTS

14.1 Partition of Common Elements. The percentage of the undivided interest in the Common Elements shall not be separated from the Unit to which it appertains. No Unit Owner shall execute any deed, mortgage, or other instrument affecting title to such Unit ownership without including therein both his interest in the Unit and his corresponding Allocated Interest in the Common Elements, it being the intention hereof to prevent any severance of such combined ownership.

SECTION XV
DISCLAIMER OF LIABILITY OF ASSOCIATION; SECURITY

15.1 Disclaimer. Notwithstanding anything contained herein or in the Condominium Documents, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Unit Owner, occupant or user of any portion of the Property including, invitees, agents, servants, contractors or subcontractors or for

any property of any such persons. Without limiting the generality of the foregoing, each Unit Owner and each other person having an interest in or lien upon, or making a use of, any portion of the Property shall be bound by this Section and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

15.2 Security. The Association may, from time to time, provide measures of security on the condominium property; however, the Association is not a provider of security and shall have no duty to provide any security on the condominium property. The obligation to provide security lies solely with each unit owner individually. The Association shall not be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken.

SECTION XVI
EXPANSION OF CONDOMINIUM
SECTION DELETED AS NO LONGER RELEVANT

SECTION XVII
AMENDMENT TO DECLARATION

17.1 Amendment. This Declaration may be amended by the written consent of Unit Owners having at least sixty-seven percent (67%) of the votes in the Association and in the manner provided by Section 703.09(2) of the Act. For all Unit Owners whose Unit is subject to a Mortgage, the Mortgagee's written consent must also be obtained, to the extent set forth in the Act. Copies of Amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the amendments shall be recorded in the Office of the Register of Deeds of Waukesha County and such amendment shall be effective at the time it is recorded. A copy of the amendment shall be mailed or personally or electronically delivered to each Unit Owner at his address as stated on the Membership Roster.

SECTION XVIII
TERMINATION OF CONDOMINIUM

18.1 Termination of the Condominium. The Condominium may be terminated upon the approval of a Termination Agreement by a vote of the Unit Owners holding eighty percent (80%) of the votes in the Association or as otherwise set forth in the Act. A Unit Owner whose Unit is subject to a Mortgage shall first obtain his Mortgagee's written consent to the vote. The Termination Agreement, which shall be executed by those who voted in favor of termination, shall include provisions relating to the use and maintenance of Common Elements after termination. The Termination Agreement shall also provide for the allocation and transfer of title to the Common Elements such that title to the Common Elements, other than the Limited Common Elements, shall be vested in the successors to the Unit Owners as tenants-in-common in proportion to their predecessor Unit Owner's Allocated Interest and title to Limited Common Elements shall be vested in the former Unit or Units to which they appertain, individually or as tenants-in-common, as the case may be. The termination agreement shall be recorded in the Register of Deeds office for Waukesha County.

SECTION XIX
ADDITIONAL PROVISIONS

19.1 Rights of Action. If the Association, any Unit Owner or any other individual or entity subject to this Declaration or any Condominium Document fails to comply with any provision of the same, then the Association or any Unit Owner adversely affected shall have a claim for appropriate relief.

a. 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. With respect to any claim against the Association, the claim shall be limited to general damages; all unit owners and residents waive any claim for consequential or incidental damages.

i. 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 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.

ii. 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.

19.2 Waiver. The failure of the Association to enforce any provision of this Declaration or any provision in the Condominium Documents or to exercise any right or option or to serve any notice or to institute any action, shall not be construed as a waiver by the Association.

19.3 Severability. The provisions contained herein shall be construed as independent and severable and the invalidity or unenforceability of any provision or portion thereof shall not be deemed to impair or affect the validity or enforceability of the remainder of this Declaration, and in such event, all of the other provisions of this Declaration shall continue in full force and effect. Any conflict between any provision of any Condominium Document and the Act, or any questions regarding the interpretation of any Condominium Documents, shall be governed by the Act.

19.4 Captions. The captions and headings of various paragraphs of this Declaration are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

19.5 Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

19.6 Registered Agent. The Resident Agent for the Condominium shall be the Association's registered agent, and that role is served by the Association's property management company.

This Second 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 Seventy-five percent (67%) 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.

[Signatures to Follow]

IN WITNESS WHEREOF, the Association has executed this Second Amended and Restated Declaration of Condominium for Princeton Homesite Condominium this 25 day of December, 2025.

PRINCETON HOMESITE CONDOMINUM ASSOCIATION, INC.

By: William D. Goodman
William D. Goodman, President

(Print Name)

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

This document was acknowledged before me by William D. Goodman as President of Princeton Homesite Condominium Association, Inc. on this 25 day of December, 2025.

SARA MOKER
Notary Public
State of Wisconsin

Notary Public, State of Wisconsin
Name: Sara Moker

My Commission Expires: 2/4/2028

ATTEST:

PRINCETON HOMESITE CONDOMINUM ASSOCIATION, INC.

By: Arlene M. Igler
Arlene M. Igler, Secretary

(Print Name)

STATE OF WISCONSIN)
) ss.
COUNTY OF WAUKESHA)

This document was acknowledged before me by Arlene M. Igler, as Secretary of Princeton Homesite Condominium Association, Inc. on this 26th day of Nov, 2025.

SARA MOKER
Notary Public
State of Wisconsin

Notary Public, State of Wisconsin
Name: SARA MOKER

My Commission Expires: 2/14/2028

EXHIBIT A

Legal Description

Units A and B, in Building 1, Units A and B, in Building 2, Units A and B, in Building 3, Units A and B, in Building 4, Units A and B, in Building 5, Units A and B, in Building 6, Units A and B, in Building 7, Units A and B, in Building 8, Units A and B, in Building 9, Units A and B, in Building 10, Units A and B, in Building 11, Units A and B, in Building 12, Units A and B, in Building 13, Units A and B, in Building 14, Units A and B, in Building 15, Units A and B, in Building 16, Units A and B, in Building 17, Units A and B, in Building 18, Units A and B, in Building 19, Units A and B, in Building 20, Units A and B, in Building 21, Units A and B, in Building 22, Units A and B, in Building 23, Units A and B, in Building 24 and Units A and B, in Building 25 in the Princeton Homesite Condominium(s) created by a "Declaration of Condominium" recorded on January 12, 1998, in the Office of the Register of Deeds for Waukesha County, Wisconsin, as Document No. 2279454, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto, located in the City of Pewaukee, Waukesha County, Wisconsin.

Exhibit B

Tax Key Numbers

Tax Key	Building and Unit Numbers
PWC 0942084003	Bldg. 1, Unit A
PWC 0942084004	Bldg. 1, Unit B
PWC 0942083001	Bldg. 2, Unit A
PWC 0942083002	Bldg. 2, Unit B
PWC 0942081001	Bldg. 3, Unit A
PWC 0942081002	Bldg. 3, Unit B
PWC 0942065001	Bldg. 4, Unit A
PWC 0942065002	Bldg. 4, Unit B
PWC 0942066003	Bldg. 5, Unit A
PWC 0942066004	Bldg. 5, Unit B
PWC 0942067001	Bldg. 6, Unit A
PWC 0942067002	Bldg. 6, Unit B
PWC 0942068003	Bldg. 7, Unit A
PWC 094208004	Bldg. 7, Unit B
PWC 0942071001	Bldg. 8, Unit A
PWC 094201002	Bldg. 8, Unit B
PWC 0942072003	Bldg. 9, Unit A
PWC 0942072004	Bldg. 9, Unit B
PWC 0942075001	Bldg. 10, Unit A
PWC 0942075002	Bldg. 10, Unit B
PWC 0942076001	Bldg. 11, Unit A

PWC 0942076002	Bldg. 11, Unit B
PWC 0942093003	Bldg. 12, Unit A
PWC 0942093004	Bldg. 12, Unit B
PWC 0942087003	Bldg. 13, Unit A
PWC 0942087004	Bldg. 13, Unit B
PWC 0942142001	Bldg. 14, Unit A
PWC 0942142002	Bldg. 14, Unit B
PWC 0942142003	Bldg. 15, Unit A
PWC 0942142004	Bldg. 15, Unit B
PWC 0942142005	Bldg. 16, Unit A
PWC 0942142006	Bldg. 16, Unit B
PWC 0942142007	Bldg. 17, Unit A
PWC 0942142008	Bldg. 17, Unit B
PWC 0942142009	Bldg. 18, Unit A
PWC 0942142010	Bldg. 18, Unit B
PWC 0942142011	Bldg. 19, Unit A
PWC 0942142012	Bldg. 19, Unit B
PWC 0942142013	Bldg. 20, Unit A
PWC 0942142014	Bldg. 20, Unit B
PWC 0942142015	Bldg. 21, Unit A
PWC 0942142016	Bldg. 21, Unit B
PWC 0942142017	Bldg. 22, Unit A
PWC 0942142018	Bldg. 22, Unit B
PWC 0942142019	Bldg. 23, Unit A

PWC 0942142020	Bldg. 23, Unit B
PWC 0942142021	Bldg. 24, Unit A
PWC 0942142022	Bldg. 24, Unit B
PWC 0942142023	Bldg. 25, Unit A
PWC 0942142024	Bldg. 25, Unit B
PWC 0942142025	Bldg. 26, Unit A
PWC 0942142026	Bldg. 26, Unit B

AMENDED AND RESTATED BYLAWS
OF
PRINCETON HOMESITE CONDOMINIUM ASSOCIATION

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Amended and Restated Bylaws
Of
Princeton Homesite Condominium Association

ARTICLE I

Purposes

Section 1. Purposes. The purpose for which this Association is organized and shall be operated are as follows:

(a) To serve as an association of Unit Owners under the Wisconsin Condominium Ownership Act;

(b) To serve as a means through which the Unit Owners may collectively and efficiently administer, manage, operate and control the Condominium in accordance with the Wisconsin Condominium Ownership Act and the Declaration; and

(c) To engage in any lawful activity included in and permitted under the Wisconsin Condominium Ownership Act and the Declaration.

ARTICLE II

Offices

Section 1. Principal Office. The principal office of the Association shall be located in the Town of Pewaukee, County of Waukesha. The Association may have such other offices as the Board of Directors may designate from time to time.

Section 2. Registered Office. The registered office shall be the same as the principal office.

ARTICLE III

Association

Section 1. Membership. The Members shall be all the Unit Owners. Members shall have one vote per each Unit owned. Every Unit Owner, upon acquiring title to a Unit under the terms of the Declaration, shall automatically become a Member of the Association and shall remain a Member thereof until such time as his ownership of such Unit ceases for any reason, at which time his Membership in the Association shall automatically cease. In the event a unit is owned by more than one person or entity, the person or entity who shall be entitled to vote

for the Unit shall be the person or entity named on a certificate executed by all of the co-owners of the Unit and filed with the Secretary of the Association.

Section 2. Unit Owner Prohibited from Voting. No Unit Owner may vote at any meeting if the Association has a lien against the Unit for an unpaid amount due the Association, or if the Association has given notice to file a lien or instituted an action to perfect a lien and the amount necessary to release such lien has not been paid at the time of such meeting, or if the amount necessary to release an instituted lien action has not been escrowed with a title insurance company authorized to do business in the State of Wisconsin.

Section 3. Proxies. Any Unit vote may be cast pursuant to a proxy executed by the Unit Owner. No proxy shall be revocable except by actual notice of revocation given to the presiding officer of the meeting by the Unit Owner or by the majority in interest of the co-owners. Proxies may be filed with the Secretary via electronic mail (e-mail), or other electronic means. All proxies must be filed with the Secretary of the Association before the time of the meeting for which they are given. Every proxy shall state the time at which it shall terminate, the date it was executed and that it shall not be revocable without notice. In any event, except with respect to proxies in favor of a Mortgagee no proxy shall be valid for a period in excess of one hundred eighty (180) days.

Section 4. Membership Roster. The Secretary of the Association shall maintain a Membership Roster, which states the name and address (both physical and electronic) of each person or entity entitled to cast a vote on behalf of a Unit. Co-owners of a Unit shall provide the Association with a certificate naming the individual or entity entitled to vote on behalf of the Unit. Any change in the designation of the individual or entity entitled to vote shall be delivered to the Secretary of Association.

Section 5. Annual Meetings. The annual meeting shall be held during the third quarter of the calendar year, at a date and time set by the Board of Directors. Meetings of the Association shall be held at a suitable place convenient to Unit Owners as from time to time may be designated by the Board of Directors. Meetings may take place in a physical location, virtual location, or a combination of the two.

Section 6. Special Meetings. The President, the Board of Directors or Unit Owners holding not less than thirty-three percent (33%) of the Allocated Interests in the Condominium may call a special meeting, upon a written petition signed by such President, Board of Directors or Unit Owners. The only issue which may be addressed at a special meeting are those issues stated in the notice of such meeting.

Section 7. Notice of Meetings. The Secretary shall cause to be sent to each Unit Owner written, or electronic notice of the time, place and purpose(s)of all general and special meetings of the Association. Such notice shall be given at least ten (10) days but no more than thirty (30) days in advance of the meeting. Such notice may be sent by United States mail, electronic mail (e-mail) or other electronic means, and/or personally delivered.. In lieu of

mailing notice of a meeting in the manner provided in this Section, the Secretary may cause such notice to be personally delivered, provided that the Secretary of the Association shall certify in writing that such notice was delivered to the person of the Unit Owner.

Section 8. Conduct of Meeting. The minutes of all meetings shall be held in a minute book maintained for the Association by the Secretary. The most current Robert's Rules of Order, or any other rules of procedure acceptable to a Majority of the votes of Unit Owners shall govern the conduct of all meetings of the Association when not in conflict with these Bylaws, the Declaration or the Act. All votes shall be tallied by a person or persons appointed by the presiding Officer of the meeting.

Section 9. Majority Required to Act. Except as otherwise required by the Act, the Declaration or these Bylaws, decisions of the Association shall be made by a Majority of the votes or Unit Owners present, in person, virtually, via telephone or video/digital conference, or by proxy, at a meeting of the Association at which a quorum is present.

Section 10. Quorum. A quorum for the purposes of general or special meetings shall consist of thirty-three percent (33%) of the votes entitled to vote unless otherwise required by the Act, Declaration or any of the Condominium Documents. Unit owners may be present in person, electronically, or by proxy.

Section 11. Action Without a Meeting by Written Ballot. Any action required or permitted by any provision of the Wisconsin Nonstock Corporation Law, the Declaration, the Articles of Incorporation, 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 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 or property manager 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 or property manager via email or other electronic means. Once received by the Secretary or property manager of the Association, a written ballot may not be revoked.

ARTICLE IV

Board of Directors

Section 1. General Powers. The affairs of the Association shall be managed by its Board of Directors. The Board of Directors shall utilize and distribute the net earnings and principal funds of the Association solely in accordance with the purposes for which the Association was organized.

Section 2. Number.

(a) The Board of Directors shall have a minimum of three (3) Members and a maximum of seven (7) Members. . Each Member of the Board of Directors must be a Unit Owner.

Section 3. Term of Office. Each Director shall serve a term of two (2) years, and the terms shall be staggered such that at least one third (1/3) of the Directors are elected in each year.

Section 4. Powers and Duties. The Board of Directors shall have all of the powers and duties necessary or required for the administration and implementation of the affairs of the Association. Such powers and duties shall be exercised in accordance with the provisions of the Act, Declaration and any of the Condominium Documents. Such powers and duties shall include, but not be limited to, the following:

(a) To promulgate and enforce the Rules and Regulations.

(b) To contract for and dismiss the services of accountants or other employees or agents and to pay to said persons reasonable compensation.

(c) To adopt an annual budget, in which there shall be established the required contribution of each Unit Owner to the Common Expenses.

(d) To operate, maintain, repair, improve and replace the Common Elements and facilities as provided for in the Declaration and other Condominium Documents.

(e) To ascertain the amount of and pay the Common Expenses.

(f) To enter into contracts, deeds, leases, or other written agreements which authorize the execution and delivery thereof by the appropriate officers.

(g) To open bank accounts on behalf of the Association and designate the signatories required therefor.

(h) To initiate, prosecute and settle litigation for itself, the Association and the Condominium, provided that it shall make no settlement which results in a liability against the Board of Directors.

(i) To obtain property and casualty insurance on behalf of the Association as required by the Condominium Documents with respect to the Units and the Common Elements and to obtain insurance in accordance with these Bylaws and to settle any claim under any such policies insurance.

(j) To repair or restore the Property as required by the Act and/or the Declaration.

(k) To own, purchase or lease, hold and sell, of otherwise dispose of, on behalf of the Unit Owners, items of personal property necessary to or convenient in the conduct and management of the business and affairs of the Association and in the operation of the Property, including without limitation, furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies.

(l) To keep adequate books and records as required by the Act and the Condominium Documents.

(m) To approve and sign checks and issue payment vouchers.

(n) To pay off liens against any portion of the Property.

(o) To collect Assessments from Unit Owners and deposit the proceeds thereof in the proper accounts.

(p) To borrow money and enter into promissory notes on behalf of the Association when required in connection with the operation and maintenance of the Common Elements, provided, however, that at no time shall there be borrowed or owed in excess of Twenty-Five Thousand Dollars ($25,000.00) without the prior consent of at least sixty-six percent (66%) of the votes of Unit Owners obtained at a meeting duly called and held for such purpose.

(q) Acquiring and conveying property, including but not limited to purchasing on behalf of all Unit Owners any Unit whose Unit Owner has elected to sell such Unit or any Unit which is to be sold at a foreclosure or other judicial sale, provided, however, that the Board of Directors may not take any such action without the prior consent of a least sixty-six percent (66%) of the votes of all Unit Owners in the Association obtained at a meeting duly called and held for such purpose. This does not apply to a foreclosure sale for a condominium lien.

(r) Contract for the services of a Managing Agent and to delegate to a Managing Agent all of its foregoing power, duties and responsibilities referred to above

except for those set forth in subparagraphs (a), (c), (f) (except for contracts under $5,000.00), (g), (h), (i). (q), and (r) above and to bring, prosecute or settle litigation.

(s) To appoint an Architectural Review Committee which shall be empowered to review and approve all exterior improvements, alterations and modifications to the Condominium.

Section 5. Regular Meetings. The Board of Directors may provide, by electronic mail, personal delivery, or physical mail, the time and place, for the holding of regular meetings.

Section 6. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any two Directors. The person or persons calling such meetings shall fix any time or place, whether at a physical location, virtual location or a combination of the two, for holding any special meeting of the Board of Directors.

Section 7. Removal of Members of the Board of Directors. Any Director,, may be removed from office, either with or without cause, by the affirmative vote of a Majority of Directors then in office taken at a special meeting of Directors called for that purpose.

Section 8. Incapacity or Death of a Director. If a Director shall be incapacitated to the extent they are unable to perform their duties as a Director, or if a Director dies during their term as a Director, then a new Director shall be chosen as provided for in Section 9 of this Article.

Section 9. Vacancies. Any vacancy occurring in the Board of Directors may be filled until the next succeeding annual election by the affirmative vote of a Majority of the Directors then in office, although less than a quorum of the Board of Directors.

Section 10. Notice. Notice of a regular meeting shall be given at least ten (10) business days prior to the date thereof and notice of any special meeting shall be given at least forty-eight (48) hours prior to the time thereof. Notices may be given orally or by written notice delivered personally, mailed by United States Mail or by Federal Express or some other similar form of commercial delivery system to each Director at his last known address, or by electronic means or e-mail. If mailed, a notice shall be deemed to be delivered when deposited in the United States Mail or when deposited with a Federal Express agent or some other agent of a similar form of commercial delivery system so addressed with postage thereon prepaid. Whenever notice is required to be given to any Directors of the Association under the provisions of these Bylaws or under the provisions of the Articles of Incorporation or under the provisions of any statute, a waiver thereof in writing, signed at any time, whether before or after the tune of meeting, by the Director entitled to such notice, shall be deemed equivalent to the giving of such notice, The attendance of a Director at a meeting shall constitute a waiver of notice of such meeting except where a Director attends a meeting and objects thereafter to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be

transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or waiver of notice of such meeting.

Section 11. Telephone or Virtual Meetings. The Board of Directors may conduct its meetings by means of a conference telephone or similar virtual or electronic communication equipment if all persons participating in such meeting can hear and talk to each other at the same time. Such participation shall constitute presence in person at any such meeting.

Section 12. Quorum. A Majority of the Directors then in office shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If less than a quorum is present at a meeting, a Majority of the Directors present may adjourn the meeting from time to time without further notice. Directors may be present at a board meeting in person, or via telephone or video/digital conference.

Section 13. Manner of Acting. The act of the Majority of the Directors present at a meeting at which a quorum is present, shall be the act of the Board of Directors, unless the act of a greater number is required by these Bylaws or by law.

Section 14. Presumption of Assent. A Director of the Association who is present at a meeting of the Board of Directors or a committee thereof at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless his dissent shall be entered in the minutes of the meeting or unless he shall file his written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereat or shall forward such dissent by registered mail to the Secretary of the Association within twenty-four (24) hours after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

Section 15. Informal Action. Any action which is required to be taken at a meeting of the Board of Directors or which may be taken at such a meeting, may be taken without a meeting if a consent in writing setting forth the action so taken shall be given by all of the Directors entitled to vote with respect to the subject matter. Such consent may be given via email or other electronic means, and such consent shall have the same force and effect as a unanimous vote. Informal actions taken under this section shall be recorded in the next Board meeting minutes.

Section 16. Committees. The Board of Directors may appoint and dismiss committees made up of Unit Owners as the Board of Directors from time to time deems desirable to assist in the administration or operation or affairs of the Condominium.

ARTICLE V

Officers

Section 1. Principal Officers. The principal Officers of the Association shall be President, one or more Vice-Presidents, a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other Officers and assistant Officers as may be deemed necessary shall be elected by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President and Secretary and President and Vice President. Any officer's duty may be delegated to a property manager or management company at the discretion of the Board.

Section 2. Election and Terms of Office. The Officers shall be elected by the Board of Directors at its annual meeting. If the election of Officers shall not be held at such meeting such election shall be held as soon thereafter as conveniently maybe. Each Officer shall hold office until the next annual meeting of the Board of Directors or until his successor is duly elected and qualified unless sooner terminated by his death, resignation or removal.

Section 3. Removal. Any Officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best Interest of the Association will be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any principal office shall be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. He shall, when present, preside at all meetings of the Board of Directors. He may sign, with the Secretary or any other Officer of the Association authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or some other law to be otherwise signed or executed. In general, the President shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice President. In the absence of the President or in the event of his death or inability to act, the Vice President or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors, shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice President or Vice Presidents shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 7. Secretary. The Secretary shall: (a) keep any minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given: (c) be custodian of the books and records of the Association; (d) count all votes at any meeting of the Association; and (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. Treasurer. If required by the Board of Directors, the Treasurer shall at the expense of the Association obtain a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall: (a) have charge and custody of and be responsible for all funds and securities of the Association: (b) receive and give receipts for monies due and payable to the Association from any source whatsoever; (c) deposit all monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and (d) in general, perform all of the duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 9. Salaries. Officers shall ordinarily serve without compensation, but in unusual circumstances the Board of Directors may approve the salaries for the Officers. No Officer shall be prevented from receiving any salary by reason of the fact that he is also a Director of the Association.

Section 10. 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 has shared ownership interest, the owners 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 the board position (and any officer position held) unless the Unit Owner brings his account current within ten (10) days' notice from the Board. If a director shall cease to meet such qualifications during the term, the director shall thereupon cease to be a director and that place on the Board shall be deemed vacant.

ARTICLE VI

Indemnification

Section 1. Definitions Relating to Indemnification. For the purposes of this Article VI, the following terms shall have the meanings ascribed to them in this section:

(a) "Director or Officer" shall mean any of the following:

(i) a natural person who is or was a Director or Officer of the Association;

(ii) a natural person who, while a Director or Officer of the Association, is or was serving at the Association's request as a Director, Officer, partner, trustee. Member of any governing or decision-making committee, employee or agent of another corporation or foreign corporation, partnership, joint venture, trust or other enterprise;

(iii) a natural person who, while a Director or Officer of the Association, is or was serving on an employee benefit plan because his duties to the Association also imposed duties on, or otherwise involved services by, the person to the plan or to participants in or beneficiaries of the plan; and

(iv) unless the context requires otherwise, the estate or personal representative of a Director or Officer.

(b) "Expenses" shall include fees, costs, charges, disbursements, attorney fees and any other expenses incurred in connection with a proceeding.

(c) "Liability" shall include the obligation to pay a judgment, settlement, penalty, assessment, forfeiture or fine, including any excise tax assessed with respect to an employee benefit plan, and reasonable expenses.

(d) "Party" shall mean a natural person who was or is, or who is threatened to be made, a named defendant or respondent in a proceeding.

(e) "Proceeding" shall mean any threatened, pending or completed civil, administrative or investigative action, suit, arbitration or other proceeding, whether formal or informal, which involves foreign, federal, state or local law and which is brought. by or in the right of the Association or by any other person.

Section 2. Mandatory Indemnification.

(a) The Association shall indemnify a Director or Officer, to the extent he has been successful on the merits or otherwise, in the defense of a Proceeding, for all reasonable Expenses incurred in the Proceeding if the Director or Officer was a Party because he is a Director or Officer of the Association.

(b) In cases not included under subparagraph (a), above, the Association shall indemnify a Director or Officer against Liability incurred by the Director or Officer in a Proceeding to which the Director or Officer was a Party because he is a Director or Officer the Association, unless Liability was incurred because the Director or Officer breached or failed to perform a duty he owes to the Association and the breach or failure to perform constitutes any of the following:

(i) a willful failure to deal fairly with the Association or its Members in connection with a matter in which the Director or Officer has a material conflict of interest;

(ii) a violation of criminal law, unless the Director or Officer had reasonable cause to believe his conduct was lawful or no reasonable cause to believe his conduct was unlawful;

(iii) a transaction from which the Director or Officer derived an improper personal profit; or

(iv) willful misconduct.

Determination of whether indemnification is required under this subparagraph (b) shall be made under the provisions of Article VI Section 3 hereof. The termination of a proceeding by judgment, order, settlement or conviction, or upon a plea of no contest or an equivalent plea shall not, by itself, create a presumption that indemnification of the Director or Officer is not required under this subparagraph (b).

(c) A Director or Officer who seeks indemnification under this section shall make a written request to the Association.

(d) Indemnification under this section is not required if the Director or Officer has previously received indemnification or allowance of the same Expenses from any person, including the Association, in connection with the same Proceeding.

Section 3. Determination of Right to Indemnification. Unless provided otherwise by a written agreement between the Director or Officer and the Association, determination of whether indemnification is required under subsection (b) of Article VI Section 2 shall be made by one of the following methods: (i) by a majority vote of a quorum of the Board of Directors consisting of the Directors who are not at the time parties to the Proceedings or, if a quorum of disinterested Directors cannot be obtained, by a majority vote of a committee duly appointed by the Board of Directors (which appointment by the Board may be made by Directors who arc parties to the Proceeding) consisting solely of two or more Directors who are not at the time parties the Proceedings: (ii) by a panel of three arbitrators consisting of (a) one arbitrator selected by a quorum of the Board of Directors or its committee constituted as required under (i), above, or, if unable to obtain such a quorum or committee, by a majority vote of the full Board of Directors, including directors who are parties to the Proceedings, (b) one arbitrator selected by the Director or Officer seeking indemnification and (c) one arbitrator selected by the other two arbitrators; (iii) by a court of competent jurisdiction; or (iv) by any other method provided for under Article VI Section 5.

Section 4. Allowance of Expenses as Incurred. Upon written request by a Director or Officer who is a Party to a Proceeding, the Association may pay or reimburse his reasonable

Expenses as incurred if the Director or Officer provides the Association with all of the following:

(a) a written affirmation of his good faith belief that he or she has not breached or tailed to perform his duties to the Association; and

(b) a written undertaking, executed personally or on his behalf, to repay the allowance and, if required by the Association, to pay reasonable interest on the allowance to the extent that it is ultimately determined under- Article VI Section 3 hereof that indemnification under Article VI Section 2 is not required and that indemnification is not ordered by a court under Article VI Section 6. The undertaking under this Subparagraph shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to his ability to repay the allowance. The undertaking may be secured or unsecured.

Section 5. Additional Rights to Indemnification and Allowance of Expense. Except as provided in this Article VI Section 5, the provisions of Article VI Section 2 and Article VI Section 4 hereof do not preclude any additional right to indemnification or allowance of Expenses that a Director or Officer may have under any of the following:

(a) the written agreement between the Director or Officer and the Association; or

(b) a resolution of the Board of Directors.

Regardless of the existence of an additional right to indemnification or allowance of Expenses, the Association shall not indemnify a Director or Officer or permit a Director or Officer to retain any allowance of Expenses unless it is determined by or on behalf of the Association that the Director or Officer did not breach or fail to perform a duty he owes to the Association which constitutes conduct under Article VI Section 2(b)(i)-(iv). A Director or officer who is a Party to the same or related Proceeding for which indemnification or an allowance of Expenses is sought may not participate in a determination under this subparagraph. None of the provisions contained in this Article VI shall affect the Association's power to pay or reimburse Expenses incurred by a Director or Officer in any of the following circumstances:

(a) as a witness in a Proceeding to which he is not a Party; or

(b) as a plaintiff or petitioner in a Proceeding because he or she is or was an employee, agent, Director or Officer of the Association.

Section 6. Court Ordered Indemnification. Except as provided otherwise by written agreement between the Director or Officer and the Association, a Director Officer who is a Party to a Proceeding may apply for indemnification to the court conducting the Proceeding or to another court of competent jurisdiction. Application shall be made for an initial determination

by the court under the provisions of Article VI Section 3(iii) or for review by the court of an adverse determination under Article VI Section 3(i), (ii) or (iv).

Section 7. Contract. The assumption by a person of a term of office as a Director or Officer of the Association or, at the request of the Association, as a Director or Officer of another Association, partnership, joint venture, trust or other enterprise, and the continuance in office or service of those persons who are any such Directors or Officers as of the adoption of this Article VI, shall constitute a contract between such person and the Association entitling him during such term of office or service to all of the rights and privileges of indemnification afforded by this Article VI as in effect as of the date of his assumption or continuance in such term of office or service, but such contract shall not prevent, and shall be subject to modification by, amendment of this Article VI at any time prior to receipt by the Association of actual notice of a claim giving rise to any such person's entitlement to indemnification hereunder.

Section 8. Insurance. The Association shall have power to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a Director or Officer of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether the Association would have the power to indemnify him against such liability under the provisions of this Article VI. or Chapter 181 of the Wisconsin Statutes.

Section 9. Effect of Invalidity. The invalidity or unenforceability of any provision of this Article VI shall not affect the validity or enforceability of any other provision of this Article VI or of these Bylaws.

ARTICLE VII

Assessments

Section 1. Fiscal Year. The fiscal year of the Condominium shall commence on January 1 of each year (except that the first fiscal year shall commence upon the recording of the Declaration) and terminate on December 31 of such year unless otherwise determined by the Board of Directors.

Section 2. Preparation of Budget. The Board of Directors shall adopt a budget at least thirty (30) days before the beginning of the new fiscal year. The annual budget shall provide for an "operating fund" and a "reserve fund." Promptly upon completion of the budget, the Board of Directors shall send to each Unit Owner a copy of such budget and a statement setting forth the obligation of each Unit Owner pursuant to the provisions of this Article VII to pay his allocable share. Each Unit's allocable share of Common Expenses shall be equal to at least the Unit's Allocated Interest of the Common Expenses.

Section 3. Operating Fund. The operating fund shall be used for the payment of Common Expenses which the Association is required to pay on behalf of the Unit Owners. Such Common Expenses shall include normal and recurring expenses including, but not limited, management services, insurance, common services, administration, materials and supplies. The operating funds shall also be used to pay the cost of maintenance and repair of the Common Elements and portions of the Units, if any, for which the Association is responsible for maintaining.

Section 4. Reserve Fund. T Board of Directors, in an account separate from the operating fund, shall establish and maintain adequate reserves for working capital and for the payment of extraordinary expenses.

Section 5. General Assessments. Each Unit shall receive a notice of annual Assessment promptly after the final budget is prepared. The final budget will show the amount assessed to the particular Unit, how that amount was determined, and that one twelfth ($1/12^{th}$) of the amount of the Assessment is due on the first day of each month of the year. The amount due on the first day of each month shall be paid by the Unit Owner to the Association or the Managing Agent. Within ninety (90) days after the end of each fiscal year, the Board of Directors shall supply to all Unit Owners an itemized accounting of the expenses incurred and paid by the Association or such fiscal year; together with a tabulation of the amounts collected pursuant to the budget adopted by the Board of Directors for such fiscal year

Section 6. Special Assessments. The Board of Directors, upon the affirmative vote of sixty-six percent (66%) of all the Directors The Board of Directors shall also have the right to make any other Special Assessment as provided herein or in the Condominium Documents upon the affirmative vote of sixty-six percent (66%) of all the Directors. Such Special Assessments shall be levied against the Units in proportion to each Unit's obligation to pay Common Expenses as set forth in Section 2 of this Article, unless such Special Assessments are levied in connection with Limited Common Elements or the Unit. If Special Assessments are levied in connection with Limited Common Elements, then such Special Assessments shall be levied against the Units to which such Limited Common Elements appertain in proportion to the relative Allocated Interest of each Unit in the Limited Common Element. If such a Special Assessment is levied against a Unit for disrepair or maintenance cost of the Unit, or for any other matter stated in the Condominium Documents, incurred by the Association, then the Unit Owner shall pay the entire Special Assessment. Upon the determination of the amount of the Special Assessment, the Board shall give notice to each Unit Owner of the amount assessed to each Unit, the date when payment of the amount is due and the reason for the Special Assessment

Section 7. Penalty and Default in Payment. If any payment for any Assessment is not received by the Association within fifteen (15) days after the date such payment is due, a late payment penalty shall be assessed against the Unit in accordance with the Association's Rules and Regulations, and interest will accrue on unpaid balances as set forth in the Rules and Regulations as well. In addition, the Board of Directors shall have the right and duty to attempt

to recover such Assessments, together with late fees and interest thereon, and the expenses of the proceedings, including actual costs and attorneys' fees incurred in collection, and in an action brought against such Unit Owner, and/or by foreclosure of the lien on such Unit granted by Section 703.165 of the Act. The Association or the Board of Directors, acting on behalf of all Unit Owners, shall have power to purchase such Unit at the foreclosure sale and to acquire, hold, lease, mortgage, convey, vote the votes appurtenant to, or otherwise deal with the same after such purchase. A suit to recover a money judgment for unpaid Common Expenses shall be maintainable without foreclosing or waiving the lien securing the same. The Board of Directors shall also have the right to prohibit such Unit Owner from voting at a meeting of the Association or serving on the Board of Directors, if the Association has recorded a statement of condominium lien on such Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

Section 8. Books and Accounts. The Treasurer shall keep the books and accounts of the Condominium Association in accordance with generally accepted accounting practices. The books and accounts of the Association shall be available for examination by the Unit Owners and contract purchasers, and/or their duly authorized agents or attorneys and to the holder of any Mortgage, and/or its duly authorized agents or attorneys, during normal business hours. The Association shall provide financial statements to any Unit Owner or its Mortgagees upon request.

ARTICLE VIII

Rules and Regulations

Section 1. Rules and Regulations. The Board of Directors may enact Rules and Regulations for the operation of the Condominium and the use, repair and maintenance of the Units and Common Elements, provided, that such Rules and Regulations are not contrary to or inconsistent with the Act or any of the Condominium Documents. Copies of and changes to the Rules and Regulations shall be furnished by the Board of Directors to each Unit Owner prior to the time when the same shall become effective.

Section 2. Enforcement. The Rules and Regulations in effect from time to time shall be enforced by such means as the Association deems necessary and appropriate, including recourse to civil authorities, court action if necessary, monetary fines, and financial responsibility for actual attorney fees incurred by the Association in enforcing provisions contained within the Association’s Rules and Regulations, Bylaws, and/or Declaration.

ARTICLE IX

Compliance and Default

Section 1. Unit Owners. All Unit Owners, and their guests, visitors, or invitees, shall be governed by and shall comply with the provisions of the Act and the Condominium Documents, as any of the same may be amended from time to time. A default by a Unit Owner shall entitle the Association or an aggrieved Unit Owner to the relief as provided in this Article IX.

Section 2. Fines. The Board of Directors may establish and assess fines against Unit Owners for every violation of the Condominium Documents or the Act by the Unit Owner, his family members, guests, invitees, employees, and/or agents. Unit Owners may request a Grievance Hearing in accordance with the Rules and Regulations. Fines are Special Assessments and shall be collectible as such. In any proceeding arising out of any alleged violation by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding, and attorneys' fees as set forth in the Condominium Documents.

Section 3. Waiver. No restriction, condition, obligation, or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

ARTICLE X

Amendments

Section 1. Amendments. These Bylaws may be altered, amended, or repealed and new Bylaws adopted by the Members by an affirmative vote of Unit Owners of Units to which at least sixty-seventy (67%) of the votes in the Association appertain. The amendment shall be effective when it is duly adopted and notice of such amendment is delivered to the Unit Owners.

Section 2. Notices. All notices required under these Bylaws shall be in writing and shall be deemed to have been duly given upon delivery if delivered personally or upon mailing if sent by United States mail, electronic mail (e-mail), or other electronic means , or otherwise as the Act may require or permit at the following:

(a) if to the Unit Owner, at the address shown on the Membership Roster; and

(b) if to the Association or its Managing Agent, at the registered office of the Association.

ARTICLE XI

Miscellaneous

Section 1. Invalidity. The invalidity or unenforceability of any portion of these Bylaws shall not affect the validity or enforceability of any other provision of these Bylaws.

Section 2. Captions. The captions and headings of various paragraphs and sections of these Bylaws are for convenience only and are not to be construed as defining or limiting the scope or intent of the provisions thereof.

Section 3. Internal Revenue Code. Notwithstanding anything herein contained to the contrary, no action shall be required or permitted to be taken wider these Bylaws or by the Officers or Directors of this Association which would not be permitted to be taken by an organization described in Section 528 of the Internal Revenue Code of 1986, as amended.

Section 4. Number and Gender. Whenever used herein, the singular number shall include the plural, the plural the singular and use of any gender shall include all genders.

Section 5. Defined Terms. Terms defined in the Declaration shall have the same meaning herein unless the context clearly indicates to the contrary.

These Amended and Restated Bylaws were adopted by a vote of 67% of the Unit Owners on adopted September 9th, 2025.

Princeton Homesite Condominium Association, Inc.
Rules and Regulations
Revised - Effective November 18, 2025

Princeton Homesite Condominium Association, Inc. ("PHCA" or "Association") Rules and Regulations have been adopted by the Board of Directors ("Board") with the intent of providing the members of PHCA with practical guidance for day-to-day living in our Association.

A successful Association is a community of owners who exhibit pride in homeownership and share a common vision as to what constitutes a desirable neighborhood. Rules and Regulations are reviewed on an ongoing basis by the Board. These Rules and Regulations have been developed and are being put into place to help provide a safe, secure neighborhood, and to protect our property values. This document is a supplement to, not a replacement of, the Association "Merger and Declaration", and "By Laws" and are binding on all unit owners, their families, tenants and guests. These Rules and Regulations shall remain in effect until revisions are approved by the PHCA Board.

The PHCA property is included in the Meadowbrook Farms Subdivision and therefore unit owners are also members of the Meadowbrook Farms Homeowners Association ("MBFHOA") and subject to their Declaration of Restrictions. The PHCA Rules and Regulations are an addition to, not a replacement of, the MBFHOA governing documents. PHCA members must also comply with City of Pewaukee ordinances.

I. Use of Property

a. Residential use only

i. Units within PHCA are intended to be used solely for the owner's residential purposes. A unit owner may operate a home office in accordance with the restrictions provided in the PHCA Merger and Declaration or other governing documents. Such restrictions are generally intended to avoid disturbance of other owners or the neighborhood including, but not limited to, the prohibition of signage, on-site retail operations, illegal activities or any type of activity which may be considered offensive.

ii. Units within PHCA are intended to be owner-occupied residences and not for the purpose of generating rental income on a short- or long-term basis. No transient tenants may be accommodated. For unique circumstances, the Boards of PHCA and MBFHOA will consider a waiver. Any person occupying a unit with the authority of an owner shall comply with all the provisions of Association governing documents as well as the Rules and Regulations imposed on an owner, and a breach of any such documents or provisions shall be deemed a breach of the terms of waiver. The owner is responsible for any breach by the tenant.

II. Exterior Elements: **PLEASE NOTE ALL ITEMS IN THIS SECTION REQUIRE APPROVAL OF THE ARCHITECTURAL CONTROL COMMITTEE**

a. Unit owners are prohibited from making any modification, alteration, installation, removal, reconstruction or repair to the exterior of the building or yard area in which their unit is located without prior written approval of the Architectural Control Committee (ACC), Landscape Committee, or Board. Such approval is requested by submitting a completed Building/Grounds Modification Request. Remediation of any damage to limited common or common areas is the responsibility of the unit owner. Future maintenance of such modifications is the responsibility of the unit owner.

b. Decks, Patios, and Porches

i. Patios, decks (including areas under decks), porches, and yard areas may not be used for storage, including but not limited to, the storage of motorcycles, bicycles, wagons, other recreational equipment, lawn and garden tools, etc.

c. Storage sheds and hot tubs are prohibited.

d. Firepits and Grills

i. Use of wood firepits is restricted to portable units only. Firepits may not be placed on the deck and should be located 10 feet away from any structure.

ii. Table-top heaters (such as natural gas or propane) are permitted with due consideration of exposure to the building, deck, awning and nearby landscaping.

iii. When in use, grills shall be on the patio or deck at least 10 feet from the building. Charcoal or wood grills are discouraged and, if utilized, additional caution should be taken to avoid smoke and heat damage to Association property including landscaping. Grill use is not permitted in garages.

e. Satellite Dishes, TV, and Radio Antennas

i. The size of the dish will not be greater than 36" in diameter.

ii. The preferred location is the rear of the unit. If reasonable reception cannot be obtained from this location, then the dish may be placed on the roof on the back side of the but the dish must not be visible from the road in front of the unit.

iii. Exceptions to the above will be considered if documentation is provided indicating reasonable reception cannot be obtained from the above preferred size or location.

iv. Any damage to the unit caused by the dish will be the unit owner’s responsibility including damage caused during installation, while in use, or during removal of the dish.

v. If Association repair or maintenance to a building (e.g. roof or siding) requires removal of a unit owner satellite dish, the cost of removal and reinstallation is the responsibility of the unit owners.

vi. If the dish is no longer being actively used it must be removed at the unit owner's expense. At the time a unit is sold, the current owner must inform the new owner of the Association requirements noted above.

f. Awnings, Storm Doors, and Vents

i. It is highly recommended awnings be attached to the siding rather than the roof. If Association repair or maintenance to a building (e.g. roof, gutters/downspouts, siding, etc.) requires removal of unit owner installed fixtures, the cost of removal and reinstallation is the responsibility of the unit owner.

ii. Awning colors must coordinate with the building color and that of the roof mate, and written agreement for awning installation must be obtained from the roof mate. Awnings are only allowed over the deck/patio.

iii. The front storm door must match the color of the trim on the exterior of the unit. The front storm door must maximize the view of the entry door.

iv. All vents on the exterior walls of the unit must be the same color as the siding.

g. Generators

i. Generators must be placed at least six feet from the building and steps should be taken to limit public view.

h. Solar Panels, Solar Tubes, and Similar Items

i. Remediation of any damage to limited common or common areas is the responsibility of the unit owner. Future maintenance of such modifications is the responsibility of the unit owner. If Association repair or maintenance to a building (e.g. roof or siding) requires removal of unit owner installed solar panels, the cost of removal and reinstallation is the responsibility of the unit owner. The unit owner shall inform prospective buyers of the item by registration of the responsibility with the Register of Deeds or similar authority. The preferred location is the rear of the unit and not visible from the road.

i. Flags and Holiday/Seasonal Decorations

i. An American flag not to exceed 3x5 ft is allowed in the front of the unit. Banners or windsocks are allowed in the deck or patio area but not in or on the front of the unit.

ii. No inflatable decorations are allowed and the height of any lawn decoration may not exceed five feet.

iii. Seasonal decorations may be displayed one month before and one month after recognized days and special occasions. Christmas decorations may be displayed from Thanksgiving through January 15.

j. Sidewalk Lights

i. The limited use of solar lights is allowed along the sidewalk. Lights may not interfere with lawn mowing or snow removal. Hard-wired lights require approval of the ACC. Owners are responsible for any damage to lights.

III. Landscaping

a. Any owner's landscaping plans including removal of existing or addition of any new permanent plantings must have prior approval from the Landscape Committee.

i. Any plantings installed by the unit owner shall be maintained by the unit owner and such responsibility shall be conveyed to any future buyer of the unit.

ii. The Board has the right to require the owner to remove installed plantings that are put in without Landscape Committee approval.

b. In the front door planting area, a reasonable number of plantings and two (2) of the following are allowed (no taller than three (3) feet), statues, birdbath, and/or a bench.

c. A maximum of four hanging flower baskets are allowed on the front of the building

d. Front Berms

i. The Association will provide trees/bushes and other plantings for the berms as determined by the Landscape Committee. Any additional plantings require Landscape Committee approval.

e. Maintenance of Plantings

i. Owners are responsible for the watering of trees and shrubs surrounding and/or adjacent to their unit, including plantings on the berm. If a tree or shrub dies due to lack of water, the association will remove the tree/shrub.

IV. Signs

No signs or banners shall be placed or displayed to public view except for:

a. "For Sale" signs - A unit owner may have one sign on the lawn in front of their unit not to exceed 2x3.5 feet. It is to be removed at the time of closing. This sign should be free standing and professional in appearance. No additional flags, banners, or signs are permitted except during an open house.

b. During an open house a sign may be placed at either or both entrances to Meadowbrook Farms. The sign(s) must be removed when the open house is over.

c. Signs that support or oppose a candidate for public office or a referendum question may be displayed in front yards or in the window of a unit two weeks before an election. Signs must be removed within three days after the election. No more than two signs may be displayed, and the size must be limited to 2' x 3'. No profanity, vulgarity or inappropriate verbiage shall be displayed at any time.

V. Animals

a. No animal may be kept, bred or maintained for any commercial purpose. Any animal considered unlawful by the City of Pewaukee will not be allowed.

b. All permitted animals shall be housed indoors, and when outdoors, kept on a handheld leash within the control of a person.

c. Animal excrement in the common or limited common areas must be removed immediately by the animal owner or occupant. All animals shall be licensed by the City of Pewaukee as required. Animals that exhibit aggressive behavior or cause unreasonable disturbance are not permitted.

d. The owner or occupant may keep a maximum of two animals.

VI. Public Social Activities

a. Rummage sales, garage sales, estate sales, or any type of social activity open to the public are prohibited without prior written approval of the Board. Such approval is requested by submitting a completed Public Event Approval Request.

b. All Common Areas are intended as open space for the common benefit of the Association. Utilization of Common Areas for recreational or other activities must have prior written approval

of the Board. Such approval is requested by submitting a completed Public Event Approval Request.

VII. Parking

a. No vehicles may be parked overnight on the roadways within the Association. All vehicles (whether owned by occupants of a condominium or visitors) must be parked in the garage or driveway.

b. RV's, boats, trailers and snowmobiles, similar vehicles, or vehicles under repair are not to be parked on the unit owner's driveway for more than twenty-four hours at one time.

c. Compliance with City of Pewaukee parking restrictions is required.

VIII. Garbage and Recycle Containers

All trash, garbage, and recycling materials and containers must be kept within the garage and may not be placed in the common area except on the evening before and the day of collection.

IX. Address Signage

Each unit must have the address letters and numbers, including the unit letter, displayed on their unit between the garage door trim board and the trim board at the edge of the garage. If the area covered by the letters/numbers or the plaque on which they are mounted exceeds 24 inches in width or 8 inches in height, approval of the ACC will be required before installation.

X. Electric Vehicle Charging Stations (requires approval from ACC)

As part of the approval process, the unit owner agrees in writing to:

a. Engage an electrical contractor familiar with the standards for the installation of electric vehicle infrastructure to assess the existing infrastructure necessary to support the proposed electric vehicle charging station, identify additional infrastructure needs, and install the electric vehicle charging station.

b. Provide a certificate of insurance naming PHCA as an additional insured on the unit owner's insurance policy for any claim related to the installation, maintenance, or use of the electric vehicle charging station, and reimbursement to PHCA for the actual cost of any increased PHCA insurance premium amount attributable to the charging station;

c. A unit owner must obtain any permit or approval for an electric vehicle charging station as required by the City of Pewaukee.

d. A unit owner must disclose to any prospective buyer of the unit the existence of an electric vehicle charging station and the related responsibilities of the owner under this section. The owner and each successive owner of an electric vehicle charging station is responsible for:

i. Costs for the maintenance, repair, and replacement of the electric vehicle charging station until the station is removed including removal, costs for damage to the electric vehicle charging station, any unit, common element, or limited common element resulting from the installation, use, maintenance, repair, removal, or replacement of the electric vehicle charging station. The cost of electricity associated with the electric vehicle charging station.

ii. Obtaining and maintaining an insurance policy that meets the requirements in the above sections. If the owner decides to remove the electric vehicle charging station, costs for the removal and the restoration of the common element or limited common element after the removal.

Removing the electric vehicle charging station if reasonably necessary for the repair, maintenance, or replacement of the common element or limited common element.

XI. Collection Policy

a. The regular monthly assessments are due on the first day of each month.

b. 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.

c. Any fines, penalties, or other charges assessed 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.

d. 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).

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

f. 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.

g. 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 the 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 11 below.

h. A late fee of $50.00 shall be assessed against a Unit owner for any payment not received by the Association by the tenth (10th) 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.

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

i. At 15 days past due, a board member or the property manager 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; and

iv. At 60 days past due, the matter may be referred to the attorney for collection.

j. 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 Owner's past due balance.

k. Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account it 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.

XII. Rules Enforcement and Grievance Procedure

The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, Bylaws, 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 a 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 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.)

v. Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board. All fines will be due

e. Attorney Fees

i. 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.

ii. 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 counterclaim, 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.

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

f. 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.

g. Grievance Committee Rules And Procedures:

i. The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board, not more than one of whom may be a current Board member or officer.

ii. 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.

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

iv. Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand. If the Board is unable to find at least two (2) members of the Association who are not directly involved with the dispute, the Board may hire a third party/mediator to act as the Grievance Committee.

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

1. A letter shall be sent by certified mail, return receipt requested, informing all parties:

    a. Of the time, place and date of a hearing before the Grievance Committee.

    b. Of the right to counsel.

    c. That evidence shall be received and a record made whether or not the party complained against attends.

2. The hearing shall be divided into two (2) sections:

    a. The hearing.

b. The determination and decision.

3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses.

4. 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) business days of the hearing.

5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by 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.

6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance.

7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence.

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

1. The award was procured by corruption, fraud or undue means;

2. There was evident partiality or corruption on the part of the Grievance Committee, or any of them;

3. The members 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;

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

XIII. Conflicts of Interest

PHCA desires to avoid any conflict of interest that would improperly and adversely impact the actions of the Board or its Committees and to avoid the appearance of a conflict of interest. To this end, the Board endeavors to determine whether a conflict of interest or the perception of a conflict exists, assess the impact of such conflict and take appropriate action. Key to the identification of a conflict of interest and initiating appropriate action is the expectation any individual associated with PHCA will disclose the existence of a potential conflict of interest.

PRINCETON HOMESITE CONDOMINIUM ASSOCIATION
BUILDING/GROUNDS MODIFICATION REQUEST FORM

NAME(S):_____

ADDRESS:_____

PHONE (H): _____ (M): _____ (W): _____

EMAIL(S):_____

Unit owners are prohibited from making any modification, alteration, installation, removal, reconstruction, or repair to the exterior of the building or yard area in which their unit is located without prior written approval of the Architectural Control Committee (ACC) or Board of Directors.

Provide a detailed description of your proposed modification. Include details regarding materials, styles, and colors.

_____

_____

_____

_____

_____

_____

_____

_____

_____

Desired Start Date: _____

Please include a copy of the contractor proposal or a picture of requested modification. If utilizing an outside vendor, please include a copy of the current certificate of insurance.

Unit Owner Signature(s): _____ **Date:** _____
_____ **Date:** _____

PHCA has: Approved _____
Denied _____ **Date:** _____

Reason for Denial: _____

Please submit this completed form to Elite Properties, Inc.

Please note that requests will be received and responded to within 5-7 business days.

PRINCETON HOMESITE CONDOMINIUM ASSOCIATION
BUILDING/GROUNDS MODIFICATION REQUEST FORM GUIDELINES
****Not all inclusive****

Awnings
- Recommended to have awnings be attached to the siding rather than the roof
- Awnings must coordinate with the building color and that of the roof mate
- Awnings are only allowed over the deck/patio

Decking
- Composite decking is acceptable
- Please indicate if just deck board replacement or total frame and board replacement
- Decks are restricted to the existing footprint, no enlargements will be approved

Doors
- Front storm door must maximize view of entry door
- The storm door must match the color of the trim on the exterior of the unit

Landscaping
- Berm and other significant modifications must be approved by the Landscaping Committee prior to planting/installation

Windows
- Replacement windows must match in appearance, as much as possible, the original windows being replaced
- Frame of the window must match the existing wood trim color
- Bay windows must be installed at a 30-degree angle where the sections adjoin

Other
- Radon Mitigation is recommended to be installed as the exhaust pipe to exit the unit through the garage roof. If the radon mitigation system exhaust is running alongside the siding, the color must match the existing building color
- Please include contractor proposal and current contractor certificate of insurance (COI) when submitting an exterior modification request. If you would prefer to white out any pricing information, you are more than welcome to do so.