

SECOND RESTATED

DECLARATION

Recorded with the Washington County Register of deeds on 2/3/22 as Document No. 155025

Approved by the Owners on November 29, 2021

WEST RIDGE HOMES, A CONDOMINIUM

WEST BEND, WISCONSIN

WITNESSETH:

West Ridge Homes, A Condominium, was created by the Declaration of West Ridge Homes, recorded in the Office of the Register of Deeds for Washington County on July 14, 1976, as Document No. 375596, as amended by Amendment to Declaration recorded March 3, 1977, as Document No. 384181, as amended by Amendment to Declaration recorded May 20, 1977, as Document No. 387439, amended by Amendment to Declaration recorded September 1, 1977, as Document No. 392587, amended by Amendment to Declaration recorded December 16, 1977, as Document No. 397569, as amended by Amendment to Declaration recorded May 23, 1978, as Document No. 403594, as amended by Amendment to Declaration recorded July 19, 1979, as Document No. 419150, as amended by Amendment to Declaration recorded July 20, 1979, as Document No. 419181, as amended by Amendment to Declaration recorded September 5, 1979, as Document No. 420956, as amended by Amendment to Declaration recorded September 28, 1979, as Document No. 421771, as amended by Amendment to Declaration recorded July 21, 1980, as Document No. 428915, as amended by Amendment to Declaration recorded November 17, 1980, as Document No. 432303, as further amended by a Restated Declaration recorded November 1, 1991, as Document No. 587731 (as amended and then Restated, the "Declaration"). WHEREAS, the Declaration contains portions which have become obsolete due to changes in the law, the turnover of control from Declarant to the West Ridge Home Owners 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 Second 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.

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ARTICLE I - GENERAL PROVISIONS

Section 1.01. Intent. The land herein described, the buildings and improvements constructed thereon, and all easements, rights and appurtenances belonging thereto are subject to the condominium form of ownership and use in the manner provided by the Act, the provisions of this Declaration, Articles of Incorporation and the By-Laws of the Association.

Section 1.02. Name and Address. The name by which this condominium is to be known shall be "WEST RIDGE HOMES" and its address is in West Bend, Wisconsin.

Section 1.03. Description of Land. The land which is the subject of this Declaration is described on Exhibit A, attached hereto.

Section 1.04. Incorporation of Amendments. This Second Restated Declaration incorporates all maps, exhibits and diagrams of the original Declaration and the Amendments thereto.

Section 1.05. Definitions. For all purposes related to this Declaration and the Home Owners Association, Articles of Incorporation, By-Laws and Rules and Regulations:

- A. The word "Home" shall mean "Unit" as defined in the Act, and the two terms may be used interchangeably.
- B. The words "Home Owner" shall mean "Unit Owner" as defined in the Act, and the two terms may be used interchangeably.
- C. The word "Premises" shall mean the entire parcel of land described in Section 1.03 hereof.
- D. The word "Project" shall mean the entire planned unit development or "Condominium" to be constructed on the Premises pursuant to the provisions of the ACT and this Second Restated Declaration, or any amendments thereto.
- E. The word "Apartment-style" shall refer to the large apartment-style buildings of the Project, as further described and designated by Section 2.02, below.
- F. The words "West Ridge" shall mean the project.
- G. The word "Cluster" shall mean the groups of single family homes, attached or unattached, grouped around a common driveway and parking area, as further described and designated by Section 2.02, below.
- H. The words "Common Area" shall include the Limited Common Areas for all purposes, except as otherwise specifically limited in this Declaration.
- I. The word "Association" shall mean the West Ridge Home Owners Association, Inc.

ARTICLE II - BUILDINGS AND HOMES

Section 2.01. Construction of the Buildings. The buildings are constructed principally of lumber and Masonry materials. All roofs are asphalt shingle.

Section 2.02. Description of Clusters. The Clusters shall be located on the Premises substantially in accordance with the Condominium Plat. Each Cluster shall consist of varying numbers of Homes, (defined in the ACT as Units). The prefix for each Cluster shall be either A, B, or C as follows:

Ranch-Style homes: A1, A5, A6, A7, A8, B1, B2, B3,
C3 (units 9-12 a.k.a ABCD)

Bi-level homes: A2, A3, A4, B4, B5, B6, B7, C1 (676,
678, 680, 700, 702, 704, 706, 708 E. Tamarack Drive)

Apartment-style homes (two (2) stories in height): C1
(units 1-8), C2, C4, C5; Apartment-style with ranch
attached: C3 (units 1-8)

Each Cluster on the Premises shall be identified by a locator number following the Prefix which shall correspond to the location shown on the Plat; viz, A-1, B-1 and C-1.

Section 2.03. Designation and Number of Homes. The designation of each Cluster and the number of Homes in each are as incorporated in the plats and diagrams which are Exhibits to the original Declaration and its amendments.

Section 2.04. Home Locator System. Each Home may be given an individual number, similar to a normal street number, for address purposes.

Section 2.05. Home Identification System. Each Home shall be assigned a legal identification number for all sale, mortgage, lease or tax purposes, as specifically set forth in the schedule to the original Declaration and its amendments. The tax identification numbers can be found on Exhibit B attached hereto.

ARTICLE III - CONDOMINIUM UNITS

Section 3.01. Description of Units. Each unit is comprised of one or more cubicles of air at one or more levels of space having outer boundaries formed by the interior surfaces of the perimeter walls, floors and ceilings, including all window and door glass of the unit, located as said boundaries are shown in the condominium plat, together with all fixtures and improvements therein contained. Each Cluster Home shall have garage/parking space as described in Section 3.05 below.

Section 3.02. Unit Identification System. Each unit has the street address assigned to the building in which it is located, a real estate tax key number and a legal identification number which shall be used and shall be sufficient for all conveyance purposes.

Section 3.03. Unit Fixtures. Fixtures include: plumbing fixtures, garbage disposal, furnace, water heater, cabinets and fixtures on equipment installed therein.

Section 3.04. Boundary Wall Easements. Each unit owner shall have an easement in the boundary or exterior walls surrounding his unit for the purposes of additional utility outlets, wall hangings and the like; except that the unit owner shall do nothing to impair or destroy the structural integrity of the wall or building or the soundproofing of any partition walls. No openings whatsoever shall be made into any boundary wall, floor or ceiling without the prior written approval of the Association.

Section 3.05. Parking and Storage Space. Each Home shall have the following parking and storage spaces:

- A. Each Cluster Home shall have the exclusive use of its built-in garage.
- B. Each Apartment-style Home, with a basement parking space, shall be assigned the exclusive use of one (1) motor vehicle parking space in such basement.
- C. Each Apartment-style Home in Cluster C3, which has no indoor parking space shall be assigned the exclusive use of one (1) outside motor vehicle parking space in the parking area (horseshoe driveway area) on the east side of the building.
- D. Each Apartment-style Home shall be assigned the exclusive use of one basement storage space in such building, unless the Home has its own individual basement area.

ARTICLE IV - COMMON ELEMENTS AND FACILITIES

Section 4.01. Description. The common elements and facilities shall consist of all of the condominium land, improvements and appurtenances, except the individual units as defined hereunder, including without limitation:

- A. The premises described in Section 1.03 of this Declaration together with the structural elements and exteriors of the buildings some of which may be identified as limited common elements.
- B. The electric, telephone, communication, gas, water, sewer and other utility lines, laterals, conduits or pipes, some of which may be identified as limited common elements.
- C. The common swimming pool and recreation building.
- D. The common stairs and sidewalks between Clusters, some of which may be identified as limited common elements.
- E. The common lawn and Westridge Drive
- F. The driveway and parking areas, some of which may be identified as limited common elements.
- G. Retaining walls, except when installed by the individual unit owners to support decks, patios, yards, or gardens.
- H. All other parts of the condominium necessary or convenient for the existence, maintenance and safety of the condominium or normally in common use by the unit owners some of which may be identified as limited common elements.

Section 4.02. Percentage Interest. Each unit owner shall have an undivided one/one hundred thirty-eighth (1/138th) equal interest in the common elements of the condominium as a tenant in common with the other unit owners of the condominium.

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

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

ARTICLE V - LIMITED COMMON ELEMENTS

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

- A. The electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the service board or service connection to and within each unit.
- B. The interior surface materials of the perimeter boundaries of each unit (i.e. the drywall) for the application of interior decoration, coverings and furnishings.
- C. The exterior windows of each unit and the unit entry doors.
- D. Patios, balconies, exterior door stoops, and porches immediately adjacent to and having access directly from a unit.
- E. Attic space above each Cluster Home identified as A, B, and C1 (676, 678, 680, 700, 702, 704, 706, 708 E. Tamarack Drive); also C3 (units 9-12 a.k.a units ABCD).
- F. Entry stoops and sidewalks leading from front entrance of each home to other common or limited common area.
- G. The basement directly accessible from a unit and the surrounding foundation walls and any windows.
- H. Such other parts of the common elements necessary, convenient or appurtenant to or normally exclusively used by the occupants of a unit, including but not limited to separated roofs, chimneys, siding, and shared and individual driveways.
- I. The three-foot perimeter around a unit where the owner may be allowed to plant and maintain a garden/individual plantings, but such areas not properly maintained according to the Rules and Regulations, or otherwise in the discretion of the Board, may be replaced with grass.
- J. Retaining walls installed by the individual unit owners to support decks, patios, yards, or gardens.

- K. With respect to the 637 building, the following are specifically included as Type I Limited Common Elements: unit doors, stoops, patios, balconies, windows (including basement windows units 9-12 a.k.a. ABCD). All interior unit spaces including private units 9-12 a.k.a. ABCD basements and attics on units 9-12 a.k.a. ABCD units.

Section 5.02. Type-II Limited Common Elements. Certain of the common elements which are contiguous to a building or which are reserved for the exclusive use and benefit of the occupants of that building shall be known as Type-II limited common elements and shall include, without limitation, the following:
(These may be referred to as Cluster or Building Expenses.)

- A. The electric, telephone, communication, gas, water, sewer and other utility lines, conduits or pipes from the utility or public easement, or from the point of separation to each building (as the case may be), to the service board or service connection in the building.
- B. The interior stairways, vestibules, hallways and passageways including the heating and lighting thereof.
- C. Entry stoops, exterior stairs, and sidewalks leading from the building to public ways or condominium common walkways or driveways.
- D. Exterior building lighting that is not individual unit lighting, such as porch or garage door lights.
- E. Shrubbery and other landscaping improvements which are adjacent to a building.
- F. In buildings with common basements, the basement, the surrounding foundation walls, and any basement windows.
- G. Such other parts of the common elements necessary, convenient, appurtenant to or normally in common use by the occupants of a building.
- H. With respect to the 637 building, the following are specifically included as Type II Limited Common Elements and the costs/responsibility shall be shared as follows:
 - (1) Equal Share (1/12th) - Water softener & salt, all exterior surfaces (roofs, gutters, downspouts, siding & stonework, sidewalks, stairs, driveway, basement foundation walls, common area landscaping, common circuit boxes.
 - (2) Units 1-8 Share Equally(units 9-12 a.k.a. ABCD do not pay these) - Laundry machines & water heater, sump pump, basement windows in the common basement, attic of main building, storage lockers, and the common basement interior.
 - (3) Units 9-12 a.k.a. ABCD share 20% and Units 1-8 share 80%- Main building hallway heat & electric, hallway painting & flooring, main entrance doors & stoops, cleaning, and fire protection.

Section 5.03. Transfer of Limited Common Elements. Limited common elements shall not be separated from the units or buildings to which they appertain and shall be deemed to be leased, conveyed, or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Unit owners may, by recorded conveyance, exchange garage stalls within the same garage building.

ARTICLE VI - REPAIRS AND MAINTENANCE

Section 6.01. Common Elements. The Association shall be responsible for the management and control of the common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, order and repair.

Section 6.02. Type-I Limited Common Elements. Each unit owner shall be responsible for keeping the Type-I limited common elements appurtenant to his or her unit in good, safe, clean, attractive and sanitary condition, order and repair satisfactory to the Association. The repair, maintenance, redecoration or replacement of Type-I limited common elements shall be the duty and responsibility of the respective unit owners but shall be subject to the approval of the Association in order to maintain uniformity of materials and appearance.

Section 6.03. Type-II Limited Common Elements. The Association shall be responsible for the management and control of Type-II limited common elements and shall cause the same to be kept in good, safe, clean, attractive and sanitary condition, order and repair. The cost of such maintenance and repair shall be chargeable to the unit owners of the respective building as provided by Section 7.04 of this Declaration, except as may otherwise be set forth with respect to the 637 building in Section 5.02(H) . Further, the responsible unit owner shall repair or replace any portion of the common elements damaged through the fault or negligence of such owner or such owner's family, invitees, or any other occupant of that unit.

Section 6.04. Individual Units. Each unit owner shall be responsible for keeping his or her unit and all of its equipment, fixtures and appurtenances in good order, condition and repair and in a clean, safe and sanitary condition. Further, each unit owner shall be responsible for the maintenance, repair or replacement of unit fixtures as identified in Section 3.03 of this Declaration.

Section 6.05. Prohibition Against Structural Changes. No unit owner shall, without first obtaining the written consent of the Association, make or permit to be made any structural alterations, changes or improvements to a unit, or in or to the exterior of the building or any common or limited common elements. A unit owner shall not perform, or allow to be performed, any act or work which would impair the structural soundness or integrity of the building, or the safety of the property, or impair any easement or hereditament, without the prior written consent of the Association.

Section 6.06. Entry for Repairs. The Association shall have the right, at reasonable times and under reasonable conditions, to enter upon or across any unit in connection with the maintenance, repair or replacement of any common element or limited common element. Except in cases of emergency, the Association shall give prior notice to affected unit owners and/or occupants of its need to make entry. Such entry shall be with as little inconvenience to the unit occupants as practical and any damage caused thereby shall be repaired and restored by the Association and treated as a common expense.

ARTICLE VII - ASSESSMENTS FOR COMMON EXPENSES

Section 7.01. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the condominium; to provide for the repair, maintenance and improvement of the common

elements; to provide for such emergency repairs as the Association may deem necessary; and to create reserve funds for the purposes authorized by this Declaration and the By-Laws.

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

- A. All sums lawfully assessed against the unit owners by the Association.
- B. Expenses declared common expenses by the Act, by this Declaration or the By-Laws.
- C. Amounts determined by the Board of Directors to be collected and held from time to time as a reserve fund for the future acquisition, replacement or repair of common elements.

Section 7.03. Share of Common Expenses. Each unit owner shall be responsible for the payment of that proportionate share of the common expenses reflected by the percentage interest in the common elements assigned to each unit by Section 4.02 of this Declaration.

Section 7.04. Share of Type-II Limited Common Expenses. In addition to the amounts required by Section 7.02 hereof, each unit owner shall be responsible for the payment of that proportionate share of the Type-II limited common expenses for his/her Cluster or building which is determined by dividing the total amount of such expense for the building by the total number of units within the Cluster or building, except as may otherwise be set forth with respect to the 637 building in Section 5.02(H).

Section 7.05. Covenant to Pay Assessments. In accordance with the statutory liability created by the Act, the owner of each unit, by the acceptance of a deed therefor, whether or not it be so expressed in the deed, shall be conclusively deemed to have covenanted and agreed with every other unit owner and with the Association to pay to the Association all assessments, regular or special, in accordance with the provisions of the Act, this Declaration and the By-Laws. Liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

Section 7.06. Uniform Rate of Assessment. The annual assessments and any special assessments shall be levied at a uniform rate for all units in accordance with the percentage interest established by Section 4.02 of this Declaration, except that such assessment may vary from building to building as a consequence of the computations made pursuant to Section 7.04.

Section 7.07. Annual Assessment. The Association shall, as provided in the By-Laws, determine an annual budget for common expenses and fix an annual assessment which shall be paid by each unit owner on a monthly basis. Monthly payments not made when due shall render the unpaid annual assessment for such year delinquent and such amount may be due and payable in full at the option of the Board of Directors. The failure or delay of the Association to prepare the annual budget or to notify any unit owner of his/her assessment shall not constitute a waiver or release of such unit owner's obligation to pay his/her proportionate share of the common expenses whenever the same shall be determined; and in the event of such failure or delay of the Association to prepare the annual budget, each unit owner shall continue to pay the annual assessment at the then existing rate until the new assessment is determined.

Section 7.08. Special Assessment. In addition to the annual assessments the Association may expend reserve funds and/or levy special assessments for the purpose of defraying in whole or in part the cost of any construction, reconstruction, acquisition, replacement or repair of common elements, or other purpose for the expense. Such special assessment shall be levied and collected in the manner set forth in the By-Laws. The proceeds of a special assessment shall be collected, held and disbursed by the Association for the sole purpose for the which the same was levied.

Section 7.09. Liability for Assessments upon Conveyance.

- (1) In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments levied against the grantor for his or her share of the common expenses up to the time of the conveyance and for which a statement of condominium lien is filed as provided herein, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee for such assessments.
- (2) Any grantee of a unit is entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor and the grantee is not liable for, nor shall the unit conveyed be subject to a lien which is not filed pursuant to Section 7.10 hereof for, any unpaid assessment against the grantor in excess of the amount set forth in the statement.

Section 7.10. Lien for Assessments. All assessments levied pursuant to this Article, together with late fees and interest thereon and actual costs of collection, including actual attorneys' fees, constitute a lien on such unit and on the undivided interest in the common elements appurtenant thereto, in favor of the Association, provided that a statement of lien is filed within two (2) years after the date on which the assessment becomes due. The lien is effective against the unit at the time the assessment becomes due regardless of when within the two (2) year period it is filed. A statement of condominium lien signed and verified by a director or agent of the Association is filed in the land records in the office of the Clerk of Circuit Court of Washington County and shall contain the legal description of the unit, the name of the record owner thereof, the amount of assessment due and the period for which the assessment was due. Upon full payment of an assessment for which the lien is claimed, the unit owner shall be entitled to a fileable satisfaction of the lien.

Section 7.11. Priority of Lien. Such lien shall be superior to all other liens and encumbrances on such unit, except only for those that may be specified in the Act.

Section 7.12. Enforcement of Lien. A lien may be enforced and foreclosed by the Association in the same manner and subject to the same requirements as a foreclosure of mortgages on real property. An action to foreclose the lien must be initiated within three (3) years following the recording of the statement of condominium lien. The Association may recover costs and actual attorney fees and may bring suit for any deficiency following foreclosure in the same proceeding.

ARTICLE VIII - COVENANTS ON USE AND OCCUPANCY

Section 8.01. Use of Premises. All units in the condominium shall, except as hereafter provided, be used exclusively for single-family residential purposes consistent with the size and facilities of the units.

Section 8.02. Prohibited Activities and Signs. No industry, business, trade, occupation or profession of any kind, whether commercial, religious, educational or otherwise, whether designed for profit, altruism, exploration or otherwise, shall be conducted, maintained or permitted on any part of the condominium; nor, except with the consent of the Association, shall any "For Sale" or "For Rent" signs or other

window displays or advertising be maintained or permitted by any owner on any part of the condominium, except as may be set forth in the Rules and Regulations.

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

Section 8.04. Animals. Household animals will be allowed, pursuant to the Declaration, only so long as they do not become a nuisance to the other residents. Animals, when outdoors, must be leashed or restrained by the animal owner. If animals create noise or other disturbances or unpleasantness or in the discretion of the Board, threaten life, safety or welfare of any resident, the Board will be forced to rule that the animal(s) must be removed. Animal owners will be responsible for the action of their animals. Owners shall hold the Board harmless against loss or liability for any action of their animals. In the enforcement of these rules, dogs shall not exceed eighty-five (85) pounds in weight. Certain breeds of dogs, including but not limited to, pit bulls, chows, rottweilers, akita and any dog mixed with a wolf breed, and other animals, such as reptiles, will not be allowed in accordance with the Association's insurance policy. Only one (1) domestic household animal will be allowed per Unit. Clusters C5-625, C4-629, C3-637 (Units 1-8), C2-645, and C1-660 E. Tamarack Drive are not allowed to have dogs or reptiles, except that the Units in the C3-637 units 9-12 a.k.a ABCD and C1-units 676, 678, 680, 700, 702 704. 706, 708 E. Tamarack Drive may have one dog. All units are allowed to have an aquarium, as long as it is less than 55 gallons (or multiple aquariums as long as they do not exceed 55 gallons in total).

Animal owners shall have either a visible "pooper-scooper" or plastic bag in their possession when walking their animal and for removing and disposing of their animal's waste from any part of the Common Area, including roadsides, sidewalks, pool area and any common area around the Unit Owner's condominium. All waste must be properly disposed in trash receptacles. Only one (1) warning letter will be issued for violations of this rule. A monetary fine determined by the Board will then be levied on the animal owner every time he/she violates this rule.

Animals are to be kept inside the Unit at all times except when on a leash and accompanied by or under control of the resident.

The animal owner is responsible for any damage their animal may cause to Common and Limited Common Areas.

*Grandfathering – Reference to weight and breed of animal and elimination of reptiles does not apply to any Unit Owner's pet living in the Association prior to June 1, 2010.

Section 8.05. Motor Vehicles and Parking. The owners, lessees or occupants of any unit, jointly or severally, shall not keep more than two (2) motor vehicles (including motorcycles) on the condominium except with the permission of the Association. Except for the vehicles of guests of unit owners or lessees, the parking of all other vehicles of any kind on the condominium is prohibited. No vehicle shall be parked in any parking or driveway area so as to interfere with the free use of such area of ingress and egress by the owner, lessee or occupant of any other home entitled for the use and benefit of any such area. Each Unit Owner receives one (1) designated parking space. A second vehicle may park in any unmarked space. No more than two vehicles, including motorcycles, are permitted per Unit. At no time shall a Unit Owner allow boats, C-plate trucks, motor homes, recreational vehicles, snowmobiles or trailers to be parked overnight in such assigned parking space. No person shall use any of the common elements of the Unit for storage of any vehicle referenced above, except as permitted by the rules and regulations of the Association. All vehicles will be in working condition with current registration plates. If this is not the case and the Association has not been notified of the vehicle's situation by the Unit Owner, the vehicle will be considered abandoned and will impose fines as set forth in the Rules and Regulations.

Section 8.06. Recreational Vehicles. No person shall use any of the common elements of the condominium for the storage or operation of snowmobiles, motorized bikes or other recreation-type vehicles, except as permitted by the rules and regulations of the Association.

Section 8.07. Nuisances. Unlawful, immoral, noxious or offensive activity, including, but not limited to strong odors, excessive lighting, and excessive noise, shall not be carried on in any unit or in the common elements, nor shall anything be done therein or thereon, either willfully or negligently, which may be or become, in the judgment of the Association, an annoyance or nuisance to the other unit owners or unit occupants.

Section 8.08. Insurance & Safety Hazards. No owner or occupant shall, within his or her unit or anywhere on the condominium property store, collect, permit or use any material or product which will increase the rate of insurance or result in cancellation of insurance or create a safety hazard.

Section 8.09. Roof Structures. No owner or occupant shall place upon the roof of any building any antenna, tower, satellite dish, solar collector or other similar device, without prior approval of the Board of Directors.

Section 8.10. Satellite Dishes and Antennas. There shall be no satellite dish, antenna and tower of any type placed upon any of the Common Elements or Limited Common Elements without complying with this paragraph. The Unit Owner must notify the Board prior to placing a satellite dish or antenna. The Unit Owner shall place the satellite dish, preferably mounted on a post in the ground and not on the building, in such a location as to minimize its obstruction and offensiveness to other Unit Owners either by location or by use of screening appropriate to the design, decoration and landscaping of the Unit. The installation shall not affect the structural soundness or integrity of any building. The Unit Owner shall bear all costs associated with the installation of the satellite dish. Also Unit Owner must comply with any city ordinances regarding this issue at the time of placement, as well as all rules listed in the Rules and Regulations. The intention of this paragraph is to adhere to aesthetics with the Unit Owner's right to receive satellite signals to the extent possible. Any disputes under this paragraph shall be resolved by the Board.

Section 8.11. No Obstructions. No Unit Owner shall place permanent basketball hoops, swing sets, or laundry poles within the Common Elements.

**ARTICLE IX - REMEDIES FOR BREACH OF COVENANTS,
RESTRICTIONS AND REGULATIONS**

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

Section 9.02. Claims and Remedies. Failure to comply with any of the By-Laws, rules, covenants, conditions or restrictions is grounds for action to recover sums due, for damages or injunctive relief, or both, maintainable by the Association or, in a proper case, by an aggrieved unit owner. The Board of Directors of the Association may terminate the unit owner's privileges to the recreational areas of the project if the unit owner is in default in payment of assessments or if there is a violation, of the rules and regulations, as determined by the By-Laws.

- A. **Owner Claims: Mediation and Arbitration Requirements.** In the event that a Unit Owner or resident has a claim to assert against the Association, that claim must be (a) mediated with both sides paying half the cost of the mediator; or (b) arbitrated with both sides paying half the cost of the arbitration; and (c) brought 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.
- B. **Attorney's Fees.** The prevailing party in any claim brought by or against the Association or a Board member by a Unit Owner or resident shall be entitled to recover their attorney's fees and costs. In addition, for any claim that is mediated or arbitrated as set forth in Section A 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.
- C. **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 progressively fine for violations of the Condominium Documents as set forth in the Rules and Regulations, and the Rules will also contain a grievance procedure for owners to follow. The Association may also assess to the Unit Owner interest and late fees on unpaid fines and assessments, as well as attorney's fees and costs incident to the Unit Owner's failure to abide by the condominium documents.

ARTICLE X - INSURANCE

Section 10.01. Property Damage Insurance. The Board of Directors of the Association shall obtain, to the extent available in the normal commercial marketplace, broad form insurance against loss by fire and against loss by 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 may obtain a third-party insurance appraisal, to be updated at least every 5 years, to determine the full replacement value of the Property insured.

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

- 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. In addition to the insurance required above, the Board of Directors may obtain such other insurance, including cyber or automobile insurance, as it deems necessary.

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

Section 10.04. Insurance by Unit Owners. 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 10.05. Limitation on Liability. No unit owner or his mortgagee shall have any claim against any other unit owner, the Association, its officers or directors, the Declarant, the manager or managing agent of the condominium or their respective employees and agents for damage to the common elements, the units or to any personal property located in the units or common elements caused by fire or other casualty to the extent that such damage is covered by fire and other forms of casualty insurance.

ARTICLE XI - RECONSTRUCTION

Section 11.01. Determination. In the event of partial damage or total destruction of a building or buildings or any other part of the common elements, such shall be repaired and rebuilt as soon as practicable and substantially to the same design, plan and specifications as originally built, so as to be compatible with the remainder of the condominium, unless in the case of damage or destruction, the repair or reconstruction of which would exceed the amount of available insurance proceeds, by affirmative vote and written consent of at least seventy-five percent (75%) of the votes in the Association within ninety (90) days of the date of the damage or destruction, it is determined not to rebuild or repair. In such event, the property shall be subject to an action for partition and shall be partitioned pursuant to § 703.18 of the Wisconsin Statutes.

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

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

ARTICLE XII - ASSOCIATION OF UNIT OWNERS

Section 12.01. Legal Entity. The affairs of this condominium shall be governed by an incorporated association known as the "WEST RIDGE HOME OWNERS ASSOCIATION, INC."

Section 12.02. Membership and Voting Rights. The record owner(s) of each unit shall automatically be members of the Association. Membership in the Association shall be appurtenant to and not be separated from ownership of the condominium unit. There shall be one vote for each unit at all meetings of the Association. The vote for each unit shall be exercised as set forth in the By-Laws, but in no event shall more than one vote be cast with respect to any unit. There can be no split vote. As set forth in more detail in the Bylaws, Unit owners may vote, in person, electronically (remotely, via electronic means), or by proxy, but the proxy is effective only for a maximum period of 180 days following its issuance, unless granted to a mortgagee or lessee.

Section 12.03. Powers of the Association. The Association shall have the authority and power to:

- A. Adopt budgets for revenues, expenditures and reserves and levy and collect assessments for common expenses from the unit owners.
- B. Employ and dismiss employees and agents.
- C. Sue on behalf of the Association.
- D. Make contracts and incur liabilities.
- E. Cause additional improvements to be made as a part of the common elements.
- F. Grant easements through or over the common elements.
- G. Grant or withhold approval of any action by a unit owner or other person which would change the exterior appearance of any condominium building.
- H. Enforce the obligation of unit owners to maintain and repair Type-I and Type-II limited common elements.
- I. Exercise any other power granted to the Association by the Act.

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

- A. The Association shall maintain a current roster of names and addresses (both mailing and email, if any) of every unit owner to which notice of the annual meeting of the Association shall be sent.
- B. Every unit owner shall furnish the Association with his or her name and current mailing and email address (if they have one), and a current telephone number, and no unit owner may vote at a meeting of the Association until this information is furnished.
- C. No regular or special meeting of the Association may be held except on at least ten (10) days written notice personally or electronically delivered or mailed to every unit owner at the address shown on the roster or unless waivers are duly executed by all unit owners.

ARTICLE XIII - EASEMENTS AND ENCROACHMENTS

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

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

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

ARTICLE XIV - MISCELLANEOUS PROVISIONS

Section 14.01. Condominium Documentation. The Seller shall be required to make available to prospective buyers, their lenders and the holders and insurers of the first mortgage on any Unit, current copies of the Declaration, Bylaws and the Rules and Regulations/Common Practices Documents governing the Association, and the current budget of the Association. The Association shall be required to make available to prospective purchasers current copies of the Declaration, Bylaws, and other rules governing the Association and the most recent annual financial statement, the Executive Summary, and any information on liens and special assessments. Upon written request from any of the agencies or corporations which have an interest or prospective interest in the Unit, the Association shall be required to prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year.

Section 14.02. Service of Notices on Devisees and Personal Representatives. Notices required or desired to be given to any devisee or personal representatives of a deceased unit owner may be delivered either personally or by mail to such party at his or its address appearing in the records of the Court wherein the estate of such deceased unit owner is being administered.

Section 14.03. Covenants to Run with Land. Each purchaser of a unit, by the acceptance of a deed or contract of conveyance, accepts the same subject to all restrictions, conditions, covenants, reservations, liens and charges, and to the jurisdiction, rights, benefits and privileges of every character hereby granted, created, reserved or declared; and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in said land or any unit thereon, and shall inure to the benefit of such unit owner in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or instrument of title.

Section 14.04. Non-Waiver of Covenants. No covenant, restriction, condition, obligation or provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur or any time lapse.

Section 14.05. Amendments of Declaration. Sixty-seven percent (67%) written approval of the Unit Owners is required in meeting the requisite of WI Stat. 703.09. Copies of Amendments shall be certified by the President and Secretary of the Association in a form suitable for recording. A copy of the Amendment shall be recorded with the Register of Deeds for Washington County and a copy of the Amendment shall also be mailed or emailed to each Unit Owner (at the Unit Owner's choice) at their address on file with the Association.

Section 14.06. Gender and Number. The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender and the use of the singular shall be deemed to refer to the plural and vice versa, whenever the context so requires.

Section 14.07. Severability. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

Section 14.08. Service of Process. The agent for service of process will be determined by resolution of the Board of Directors of the Association which change of registered agent shall be filed with the Secretary of State and the Register of Deeds of Washington County.

This Second 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 Sixty-seven 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.

EXHIBIT A LEGAL DESCRIPTION

Units A1-1, A1-2, A1-3, A1-4, A1-5, A1-6, A2-1, A2-2, A2-3, A2-4, A2-5, A2-6, A3-1, A3-2, A3-3, A3-4, A3-5, A3-6, A4-1, A4-2, A4-3, A4-4, A5-1, A5-2, A5-3, A5-4, A6-1, A6-2, A6-3, A6-4, A7-1, A7-2, A7-3, A7-4, A8-1, A8-2, A8-3, A8-4, B1-1, B1-2, B1-3, B1-4, B2-1, B2-2, B2-3, B2-4, B2-5, B3-1, B3-2, B3-3, B3-4, B3-5, B4-1, B4-2, B4-3, B4-4, B4-5, B4-6, B5-1, B5-2, B5-3, B5-4, B6-1, B6-2, B6-3, B6-4, B6-5, B6-6, B7-1, B7-2, B7-3, B7-4, B7-5, B7-6, C1-1, C1-2, C1-3, C1-4, C1-5, C1-6, C1-7, C1-8, C1-9, C1-10, C1-11, C1-12, C1-13, C1-14, C1-15, C1-16, C2-1, C2-2, C2-3, C2-4, C2-5, C2-6, C2-7, C2-8, C2-9, C2-10, C2-11, C2-12, C3-1, C3-2, C3-3, C3-4, C3-5, C3-6, C3-7, C3-8, C3-9, C3-10, C3-11, C3-12, C4-1, C4-2, C4-3, C4-4, C4-5, C4-6, C4-7, C4-8, C4-9, C4-10, C4-11, C4-12, C5-1, C5-2, C5-3, C5-4, C5-5, C5-6, C5-7, C5-8, C5-9, C5-10, C5-11 and C5-12 in the West Ridge Homes Condominium created by a "Declaration of Condominium" recorded on July 14, 1976, in the Office of the Register of Deeds for Washington County, Wisconsin, as Document No. 375596, and any amendments and/or corrections thereto, and by its Condominium Plat and any amendments and/or corrections thereto. Said land being in the City of West Bend, Washington County, Wisconsin

