Paradise Trails Condominium

Proxy

Be it known that I, the undersigned, the owner of unit # ______________________ at Paradise Trails Condominium Association, Inc. ("Association") do hereby make, constitute, and appoint, ______________________________, or if not filled in then the current President of the Association, as my true and lawful agent and attorney in fact at the special owners' meeting scheduled for ________________, 20__ to be held for the purpose of voting on the proposed amended Bylaws, and any adjournments thereto.

This proxy shall be effective for a period of 180 days following its issuance. I hereby grant my attorney in fact and agent full power and authority to act for me, and in my name, place and stead at said meeting or meetings, in the transaction of any business that may come before the meeting, as fully as I could do, if personally present, all in accordance with Wisconsin Statute Section 703.15 (4) (d) (1) and the Bylaws of the Association.

For the Bylaw amendments as presented in the Amended and Restated Bylaws, I direct my proxy to vote:

____ **In favor** of the amendments

____ **Against** the amendments

If neither is checked, the proxy can vote as he or she determines most appropriate.

Dated this ________ day of ________________________, 202__.

Unit Owner Print Name ________________________________

Unit Number ________________________________

Unit Owner Signature ________________________________

APPROVAL OF THE THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR PARADISE TRAILS CONDOMINIUM

By signing below, I indicate my vote of approval of the 3rd Amended and Restated Declaration as presented with this consent ballot:

____
Unit Address

____
Unit Owner's Name (printed)

____
Unit Owner's Signature

Further, I indicate:

____ I do not have a mortgage on my Unit.

____ I do have a mortgage on my Unit, and my lender's mailing address is:

____

____

____

AMENDED AND RESTATED BY-LAWS

OF

PARADISE TRAILS CONDOMINIUM ASSOCIATION, INC.

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BY~~-~~LAWS OF

PARADISE TRAILS CONDOMINIUM ASSOCIATION, INC.

ARTICLE I
Name and Purpose

Pursuant to the Articles of Incorporation of PARADISE TRAILS CONDOMINIUM ASSOCIATION, INC., and the Condominium Declaration for Paradise Trails, a Condominium recorded in the Office of the Register of Deeds for Waukesha County, Wisconsin (hereinafter "Declaration"), the following are adopted as the By~~-L~~laws of PARADISE TRAILS CONDOMINIUM ASSOCIATION, INC. (hereinafter sometimes referred to as the "Association"), which is a ~~non-profit~~ non-stock corporation formed and organized to serve as an association of Unit Owners who own real estate and improvements in Paradise Trails Condominium (hereinafter the "Property") under the condominium form of ownership, as provided in the condominium Ownership Act of the State of Wisconsin and subject to the terms and conditions of the Declaration.

These By~~-L~~laws shall be deemed covenants running with the land and shall be binding on the Unit Owners, their heirs, personal representatives, successors and assigns.

ARTICLE II
Members, Voting and Meetings

2.1 Members. The rights and qualifications of the members are as follows:

a. Defined. Members of the Association shall be all Unit Owners who have a record title in their names~~, and members shall have one vote for 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/her ownership of such Unit ceases for any reason, at which time his/her membership in the Association shall automatically cease.

b. One Membership and Vote Per Unit. One membership and one vote shall exist for each Unit owned. If title to a Unit is held by more than one Person, the membership related to that Unit shall be shared by such Owners in the same proportionate interests and by the same type of tenancy in which the title to the Unit is held. Voting rights may not be split. When more than one Person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall there by more than one vote cast with respect to any Unit. If only one of multiple Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners is present, and any one of them purports to cast the vote allocated to that Unit on any issue without protest being made promptly by any other Owner(s) of such Unit to the person presiding over the meeting, it shall be conclusively presumed that such voting Owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple Owners prior to the vote being completed, they shall not be entitled to cast a vote.

c. Membership List. The Association shall maintain a current Membership List showing the membership pertaining to each Unit, the physical and electronic address to which notice of the meetings of the Association shall be sent, and if requested by the Association, the name and address of any mortgagee of a Unit ~~from which the Association has received a written demand for notice of meetings~~.

d. Transfer of membership. Each membership shall be appurtenant to the Unit upon which it is based and shall be transferred automatically upon conveyance of that Unit. Membership in the Association may not be transferred, except in connection with the transfer of a Unit. Upon transfer of a Unit, the Association shall, as soon as possible thereafter, be given written notice of such transfer, including the name and address of the new Owner, identification of Unit, date of transfer, and any other information about the transfer which the Association may deem pertinent, and the Association shall make appropriate changes to the Membership List effective as of the date of transfer. The Association may provide Membership Certificates to its members.

2.2 Quorum and Proxies for Member's Meetings. The presence in person, electronically, or by proxy at the meeting of members entitled to cast~~, or of proxies entitled to cast,~~ twenty-five percent (25%) of the votes shall constitute a quorum for any action except as otherwise provided in the Declaration or these By~~-L~~laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally noticed. Votes may be cast in person, electronically, or by proxy. All proxies shall be in writing and filed with the Association, by physical or electronic delivery to any Officer of Director. The Officer or Director receiving same shall promptly transmit same to the Secretary of the Association. Every proxy shall be effective for a maximum period of one hundred eighty (180) days (unless granted to a Mortgagee or lessee), shall be revocable and shall automatically cease upon conveyance by the Member of his, her or their Unit.

2.3 Act by Majority. The act of a majority of votes of the Association present in person, electronically, or by proxy at any meeting at which quorum is present shall be the act of the Association, unless otherwise provided in the Declaration, By~~-L~~laws, Articles of Incorporation or the Condominium Ownership Act of the State of Wisconsin.

2.4 Time, Place, Notice and Calling of Members' Meetings. Written notice of all meetings stating the date, time and place (whether physical, virtual, or a combination of the two) of the meeting shall be given by the President or Secretary, unless waived in writing by all Unit Owners entitled to vote, to each member at his physical or electronic address as it appears on the books of the Association and shall be mailed, emailed or personally delivered not less than ten (10) days nor more than sixty (60) days prior to the date of the meeting. The inadvertent failure to give notice to any Unit Owner or mortgagee entitled to notice shall not invalidate any action taken at the meeting, unless such invalidation is otherwise required by law. Notice of meetings may be waived before or after meetings. Meetings shall be held at such time and place (whether physical, virtual, or a combination of the two) as may be designated by the Board of Directors, and may be held at the principal office of the property or at such other suitable place convenient to the Owners as may be designated by the Board of Directors. Notice of Special Meetings shall further specify the purpose of the meeting.

2.5 Annual and Special Meetings. The ~~first~~ annual meeting of the Members shall be held ~~prior to the conveyance of twenty-five percent (25%) of the Common Element interest to purchasers, but in no event more than within one (1) year from the date of recording of the Declaration, and each subsequent annual meeting of Members shall be held~~ on such date as may be determined each year by the Board of Directors, providing such date shall be a date within thirty (30) days prior to the anniversary date of the first annual meeting. The purpose of each annual meeting of the members shall be for the election of Directors and the transaction of such other business as may come before the meeting. Special meetings of the members shall be held whenever called by the President or by the Board of Directors and must be called by such Officers and Directors upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes.

ARTICLE III
Board of Directors

3.1 Number and Membership in Association. The affairs of the Association shall be managed ~~initially~~ by a ~~board of directors (“~~Board of Directors~~”)~~ composed of three (3) ~~d~~Directors elected by the Owners ~~selected by the Declarant~~. Each member of the Board of Directors must 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 Unit 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

Commented [A2]: Board, I think it is better to set a quarter of the year that the annual meeting will generally be held. Let me know which quarter.

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.~~No more than one Director at any given time may be a person who is not also a Unit Owner; provided, however, that during the period of Declarant control, any person named by the Declarant to the Board of Directors shall be deemed to be a "Unit Owner" for purposes of this requirement only and provided further, that in the case of a Unit that is owned by an entity rather than an individual, any person who is an officer, member, partner, director, employee or designee of such entity shall be deemed to be a "Unit Owner" for purposes of this requirement only.~~

3.2 **Term of Office**. ~~The initial Board of Directors shall serve until the Declarant has conveyed twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers. Upon conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers, the Unit Owners shall elect one director to serve on the Board of Directors. The Declarant shall elect the remaining two (2) directors. Such Board of Directors shall take office upon the conveyance of twenty-five percent (25%) of the percentage interest in the Common Elements to purchasers and shall serve until the Declarant has conveyed seventy-five percent (75%) of the percentage interest in the Common Elements to purchasers. Upon the conveyance of seventy-five percent (75%) of the percentage interest in the Common Elements to purchasers, the Declarant shall transfer one hundred percent (100%) control to the Unit Owners. Not later than thirty (30) days after the expiration of the period of Declarant control, a special meeting of the Unit Owners shall be called, and the Unit Owners shall elect all three (3) directors to serve on the Board of Directors. Such directors shall take office upon such election and shall serve until the first annual meeting of the Unit Owners.~~ All Persons elected as members of the Board at any annual meeting shall be elected for a term of two (2) years. Directors' terms shall be staggered such that at least 1/3 of the Directors are elected in each year. All members of the Board shall hold office until their respective successors have been elected.

Commented [A3]: Bylaws 2022 Amendment

~~**3.3 Determination of Declarant Control.** For purposes of calculating the percentages set forth in the Declaration and these Bylaws with respect to determination of Declarant Control, the percentage of Common Element interest conveyed shall be calculated based on the percentage of undivided interest pertaining to each Unit conveyed, assuming that all Units Declarant has the right create by expansion are included in the Condominium.~~

~~3.4~~3.3 **Election ~~and Term~~ of Directors**. At ~~the first~~each annual meeting of the Association, each Owner shall be entitled to cast its vote for as many Persons as there are Directors to be elected. Votes shall not be cumulated.~~ after Association control passes to the Unit Owners, the members shall elect three (3) Directors to the classified~~

~~with respect to the terms for which they hold office by dividing them into three (3) classes as follows:~~

> ~~**a.** One Director whose term will expire at the first annual meeting of the Association after his or her election, or at such time as his or her successor is duly elected and qualified (Class "A" Director).~~
>
> ~~**b.** One Director whose term will expire at the second annual meeting of the Association after his or her election, or at such time as his or her successor is duly elected and qualified (Class "B" Director).~~
>
> ~~**c.** One Director whose term will expire at the third annual meeting of the Association after his or her election, or at such time as his or her successor is duly elected and qualified (Class "C" Director).~~

~~The successors to the class of Directors whose terms expire as set forth above shall be elected to hold office for a term of two (2) years or until their successors are duly elected and qualified, or until any of said Directors shall have been removed in the manner hereinafter provided, so that the term of one class of Directors shall expire in each year.~~

~~3.5~~3.4 **Vacancies on Board.** Vacancies on the Board of Directors caused by any reason other than the removal of a Director by a vote of the members shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum, and each person so elected shall be a Director until a successor is elected at the next annual meeting of the members at which that class of Directors is to be elected.

~~3.6~~3.5 **Removal of Directors.** At any annual meeting of the membership, or at any special meeting of the membership whether physical or virtual, or a combination of the two, called for that purpose, any one or more of the Directors may be removed with or without cause by a majority of the votes of the membership present in-person, electronically, or represented by proxy at such meeting, provided a quorum is in attendance, and a successor may then and there be elected to fill the vacancy thus created.

~~3.7~~3.6 **Annual Meeting and Notice.** An annual meeting of the Board of Directors shall be held immediately after, and at the same place ~~as,~~as the annual meeting of the members, for the purpose of the election of Officers and transacting such business as may come before the meeting. Notice of the regular annual meeting of the Board of Directors shall not be required.

~~3.8~~3.7 **Regular Meetings and Notice.** The Board of Directors may provide by resolution for regular or periodic meetings of the Board, to be held at a fixed time and place whether physical or virtual, or a combination of the two, and upon the passage of any such resolution, such meetings shall be held at the stated time and place without the necessity of notice other than such resolution. Regular meetings may further be called by the President or by any two Directors upon not less than 1 day's written notice to each Director, given personally or by mail, or email, or facsimile transmission.

~~3.9~~3.8 **Special Meetings and Notice.** Special meetings of the Board of Directors may be called by the President or by two (2) Directors on ~~twenty-four~~forty-eight (~~24~~48) hours prior written notice to each Director, given personally or by mail, or email, or facsimile transmission, which notice shall state the time, place and purpose of the meeting.

Commented [A4]: WI Stat. 181.0822

~~3.10~~3.9 **Waiver of Notice.** Before, at or after any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meeting of the Board shall be a waiver by him of notice of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

~~3.11~~3.10 **Quorum of Directors Adjournments.** At all meetings of the Board of Directors, whether in person, virtually, via telephone, or video/digital conferencing, a majority of the Directors then in office (but not counting any Director who has tendered a written resignation to any other Director) shall constitute a quorum for the transaction of business, and 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. If, at any meeting of the Board of Directors, there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time without further notice. At any such adjourned meeting at which a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted.

~~3.12~~3.11 **Fidelity ~~Bonds~~Insurance.** The Board of Directors ~~may~~ shall require that some or all Officers and/or employees of the association handling or responsible for Association's funds ~~shall furnish~~are covered by adequate fidelity ~~bonds~~insurance, as set forth in the Declaration. The premiums on any such ~~bonds~~ insurance shall be paid for by the Association.

~~3.13~~3.12 **Action Taken Without a Meeting.** The Directors ~~shall~~ have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors, including approval via email. Any action so approved shall have the same effect as though taken at a meeting of the Directors. Informal actions taken under this section shall be recorded in the next Board meeting minutes.

~~3.14~~3.13 **Powers and Duties**. The Board shall have the powers and duties necessary to administer the Condominium property and among other duties, carry out the following:

a. make and enforce (including enforcement through the establishment of a system of fines) rules and regulations and amendments thereto from time to time respecting the operation, use and occupancy of the Condominium property;

b. make and collect assessments from the Members in accordance with the provisions of the Declaration, and expend said assessments for insurance, taxes, utility services for and maintenance, repair and operation of the Common Elements of the Condominium or for such other purposes as shall fall within the responsibility of the Association and general powers of the Board;

c. execute contracts on behalf of the Association, employ necessary personnel, and carry out all functions and purposes necessary for the operation of the Condominium property, including acquiring and conveying property, contracting for off-site recreational services, borrowing money, and suing on behalf of all Members;

d. invest Association funds in a financially prudent manner, including in publicly traded stocks and bonds;

e. satisfy all liens against the Condominium property and pay necessary expenses connected therewith;

f. employ a professional property manager, management company or managing agent on a salaried basis to perform such duties as the Board shall authorize including but not limited to, the duties listed in this Section; and

g. perform such other functions as are required or permitted by law or the Declaration.

ARTICLE IV
Officers

4.1 Designation, Election and Removal. The principal Officers of the Board of Directors shall be a President, Vice-President, and Secretary/Treasurer, to be elected annually by the Board of Directors, and such other Officers as the Board of Directors may from time to time by resolution create. At any meeting of the Board of Directors at which a quorum is present, and upon the affirmative vote of a majority of the members of the Board of Directors in attendance at such meeting, any Officer may be removed, either with or without cause, and his successor elected. Any two or more offices, except a combination of the offices of President and Secretary and a combination of the offices of President and Vice-President, may be held by the same Person. Any officer's duty may be delegated to a property manager or management company at the discretion of the Board.

4.2 President. The President shall be selected from among the members of the Board of Directors and shall be the chief executive Officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have the general powers and duties which are usually vested in the office of President, including but not limited to, the power to sign, together with any other Officer designated by the Board, any contracts, checks, drafts or other instruments on behalf of the Association in accordance with the provisions herein. The President shall perform such other duties and have such other authority as may be delegated by the Board of Directors.

4.3 Vice-President. The Vice-President shall take the place of the President and perform his or her duties whenever the President shall be absent or unable to act. If both the President and the Vice-President are unable to act, the Board of Directors shall appoint some other member of the Board to act on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him or her by the Board of Directors.

4.4 Secretary/Treasurer. The Secretary/Treasurer shall keep the minutes of all meetings of the Board of Directors and of the Association and shall have charge of the Association's books and records, and shall, in general, perform all duties incident to the office of the Secretary/Treasurer. The Secretary/Treasurer shall be responsible for maintaining the Membership List and, if so required by the Board, the issuance of membership certificates for the Association. The Secretary/Treasurer shall have responsibility for the Association's funds and shall be responsible for keeping full and accurate accounts of all receipts and disbursements and financial records and books of account on behalf of the Association. He or she shall be responsible for the deposit of all monies and all valuable effects in the name, and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. The Secretary/Treasurer shall also be responsible for the billing and collection of all common and special charges and assessments made by the Association. The Secretary/Treasurer shall count votes at meetings of the Association.

4.5 Liability of Directors and Officers. No person shall be liable to the Association for any loss or damage suffered by it on account of any action taken or omitted to be taken by him or her as a Director or Officer of the Association, if such person (a) exercised and used the same degree of care and skill as prudent person would have exercised or used under the circumstances in the conduct of his or her own affairs, or (b) took or omitted to take such action in reliance upon advice of counsel for the association or upon statements made or information furnished by Officers or employees of the association which he or she had reasonable grounds to believe to be true. The foregoing shall not be exclusive of other rights or defenses to which he may be entitled as a matter of law. The Board of Directors may provide Directors' and Officers' liability insurance in such amounts and with such coverage as may be determined by the Board of Directors to be necessary or advisable from time to time, and the premiums on any such insurance shall be a common expense of the Association.

4.6 Compensation. No Director or Officer of the corporation shall receive any fee or other compensation for services rendered to the Association except by specific resolution of the membership. No Director or Officer shall receive any fee or compensation for performing his or her duties as an Officer or Director. However, any Director or Officer may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

ARTICLE V
~~Declarant Control~~ No Longer Applicable

~~Notwithstanding any other provision contained in these By-Laws (other than the provisions of Section 3.1 above), and to the extent not limited or prohibited by applicable law, Declarant, its successors and assigns, shall have the right at its option to appoint and remove the members of the Board of Directors and Officers of the Association, to amend these By-Laws and/or the Rules and Regulations of the Association, and/or to have sufficient votes to constitute a majority of all votes until the earlier of: (a) ten (10) years after the first sale of a Unit in Paradise Trails Condominium by Declarant, (b) thirty (30) days after the conveyance of one hundred percent (100%) of the Common Element interest to purchasers by Declarant, or (c) until such earlier time as may be determined by Declarant, subject in each case to provisions of the Condominium Ownership Act of Wisconsin. Each owner of a condominium Unit in Paradise Trails Condominium shall be deemed by acceptance of any deed to any Unit to agree, approve and consent to the right of Declarant to so control the Association. The determination of Common Element interest conveyed shall be made in the same manner as provided in Section 3.3 of these By-Laws.~~

ARTICLE VI
General

Commented [A5]: Original Bylaws jumped from Article V to X but still numbered as 5, 6, 7, so updated Articles to match

6.1 Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the last day of December in each year~~, unless a different fiscal year is elected on the first annual tax return filed by the Association~~.

6.2 Address. The mailing address of the Association shall be as stated on file with the Wisconsin Department of Financial Institutions ~~Paradise Trails, c/o: Steve DeCleene, N27 W24025 Paul Ct, Suite 100, Pewaukee, WI 53072~~ or such other address as may be designated by the Board of Directors from time to time.

6.3 Seal. The Board of Directors may provide a corporate seal which, if provided, shall be circular in form and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, Wisconsin".

~~6.3~~6.4 **Leasing Restrictions.**

a. Only three (3) Units shall be allowed to lease at any given time (the “Leasing Limit”). An Owner of a Unit must occupy the Unit for at least one (1) year before the Unit is eligible for leasing, and if not leased as allowed in this section, the Unit must be owner occupied (the "Owner Occupancy Requirement"). For purposes of this section, the Owner Occupancy Requirement will not be breached if the occupants are the Unit Owner's immediate family members, herein defined as a parent, child, spouse/domestic partner, sibling, grandparent, or grandchild, by blood, adoption, marriage, or registered domestic partner; further, if a Unit is owned by an entity, the Owner Occupancy Requirement shall be met if the person occupying the Unit has a substantial ownership interest in the entity or is a trustee or beneficiary of a Trust. The Board of Directors is entitled to ask for evidence showing the purported relationship or ownership interest in the Unit. An exception to the Leasing Limit and Owner Occupancy Requirement is granted to the Units being rented at the time of adoption of this Bylaws amendment creating Section 6.4 (the "Grandfathered Units"). When any of the Grandfathered Units is sold, conveyed, or title otherwise transferred following the adoption of this Bylaws amendment creating Section 6.4, upon such sale, conveyance, or transfer, that Unit will no longer be "grandfathered," and will be subject to the Leasing Limits and Owner Occupancy Requirement. Further, once a Unit is no longer grandfathered, it will not be eligible again for leasing until a place becomes available within the Leasing Limit. **In no event will the Leasing Limit or the Owner Occupancy Requirement apply to Mortgagees of the Unit, or the Association, where the Unit is acquired by foreclosure of the mortgagee's or Association's interest, either judicially or by accepting a deed in lieu of foreclosure**. The Board of Directors will have discretion as to the administration of the Leasing Limit, and may pass Rules and Regulations to assist with the administration and enforcement of the leasing rules contained in this Declaration, the Bylaws, and the Rules and Regulations.

b. Special Hardship Exception. The Board of Directors shall have the authority to waive the requirements of these sections and allow a Unit to be leased upon request of a Unit Owner if it determines, in its sole discretion, that enforcement thereof in the particular circumstances would result in an unreasonable hardship upon the Unit Owner, and that the exception would not jeopardize the interest of the Association in promoting owner-occupancy of Units. If any Unit Owner shall desire to lease to, or cause a Unit to be occupied by a person other than an immediate family member pursuant to this hardship exception, said lease or occupancy shall require the approval of the Board of Directors. Any application for an exception must be in writing and give the reasons for requesting the exception. The Board shall convene a meeting within 20 days after receipt of notice, advising the Unit Owner of the time and place of the meeting and giving the Unit Owner an opportunity to attend. The Board shall make a decision as to whether or not to grant the hardship exception within fourteen (14) days of said meeting and the reasons shall be briefly stated in writing. The decision shall be binding on the Association and the parties. The maximum length of any hardship exception is one (1) year.

c. Leasing Rules/Restrictions. For any lease, permitted or otherwise, the Unit Owner must comply with all of the following:

i. The term of any such lease shall not be less than six (6) months;

ii. The Unit Owner has obtained the prior written approval of the Association with respect to the terms of the proposed lease;

iii. The lease contains a statement obligating all tenants to abide by the Declaration, the Articles, these Bylaws, and the Rules and Regulations, providing that the lease is subject and subordinate to the same; and

iv. The lease provides that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the Bylaws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the Bylaws and the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. Any costs associated with Association-initiated eviction proceedings shall be assessed to the Unit Owner.

d. The Association may withhold approval upon any reasonable basis, including, but not limited to: the failure of the lease terms to comply with all provisions of the Declaration, the Articles, the Bylaws, and the Rules and Regulations; the past failure of the tenant or its guests to abide by all provisions of this Declaration, the Articles, the Bylaws, and the Rules and Regulations; and the past use by tenant or its invitees or guests of any part of the Condominium in a manner offensive or objectionable to the Association or other occupants of the Condominium by reason of noise, odors, vibrations, or nuisance.

e. Short-term Rentals Prohibited. No space in any Unit may be rented and no transient tenants may be accommodated, even if the Unit Owner is present during the occupancy. Rentals through similar services such as AirBnb and VRBO are expressly prohibited.

Advertising a Unit as being available to rent on a short-term basis shall be a violation of this Section.

ARTICLE VII
Amendments

~~**7.1**~~ ~~**By Members.**~~ These By~~-L~~laws may be altered, amended or repealed and new By~~-L~~laws may be adopted by the members~~, at any meeting called for such purpose,~~ by the affirmative vote of Unit Owners having sixty-seven percent (67%) or more of the votes in the Association.

~~**7.2** **Rights of Declarant.** No amendment, repeal or alteration of these By-Laws shall alter or abrogate the rights of Declarant as contained in the Declaration or these By-Laws.~~

ARTICLE XIII
Miscellaneous

8.1 **Record of Ownership.** Every Unit Owner shall, upon the acquisition of a Unit, or any interest therein, promptly notify the Association, in writing, of the change of ownership, which notification shall include the Unit Number, the names of all ~~owners~~ Owners of the Unit, and the physical and electronic address to which notices should be sent for such Unit. Every Unit Owner shall further promptly notify the Association, in writing, of any change of address.

8.2 **Statement of Assessments.** The Association, at the request of any mortgagee or any prospective purchaser of any Unit or interest therein, shall provide a statement to such person as to the amount of any assessments against such Unit then due and unpaid, within ten (10) business days after such request is received.

8.3 **Subordination.** These By~~-L~~laws are subordinate and subject to all provisions of the Declaration and any amendments thereto and the Condominium Ownership Act under the laws of the State of Wisconsin, which shall control in case of any conflict. All terms herein (except where clearly repugnant to the context) shall have the same meanings as set forth in the Declaration and in said Condominium Ownership Act.

8.4 **Interpretation.** In case any provision of these By~~-L~~laws shall be held invalid, such invalidity shall not render invalid any other provision thereof which can be given effect. Nothing in these By~~-L~~laws shall be deemed or construed to authorize the Association or Board of Directors to conduct or engage in any active business for profit on behalf of any or all of the Unit Owners.

8.5 **Transfer Fee.** ~~The Condominium Association may charge a reasonable fee to a Unit Owner upon the sale of a Unit. This fee may be determined from time to time by the Board of Directors of the Condominium Association as a part of the Rules~~

~~and Regulations.~~ Each time ownership of a Unit is transferred from one party to another, in whole or in part, including by purchase, sale, foreclosure, tax foreclosure, land contract or the taking of a deed in lieu of foreclosure, the transferee of the Unit shall pay a transfer fee to the Association in an amount equal to two (2) months' installments of the regular annual assessments at that time. The fee payment shall be non-refundable, shall be made to the Association at closing (or in any event, concurrent with the transfer) and shall be deposited by the Association into the operating account and/or the reserve account, at the discretion of the Board. Notwithstanding anything herein to the contrary, the following transfers are exempt from paying the fee:~~The transfer fee shall not be charged on initial sales by the Developer.~~

a. When the transfer is to or from a trust where the sole beneficiary is the donor and Owner, or to or from an LLC where the Owner is the controlling manager/member, and no funds are exchanged on the transfer;

b. When the transfer is solely between legally married spouses, domestic partners, and/or current Owners;

c. When the transfer is solely between a parent and his, her or their child; and

d. When the transfer is to or from the Association.

~~8.5~~

8.6 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

ARTICLE IX
Liability and Indemnity

9.1 General Scope and Definitions.

a. The rights of directors and officers of the Association provided in this Article shall extend to the fullest extent permitted by the Wisconsin Nonstock Corporation Law and other applicable laws as in effect from time to time.

b. For purposes of this Article, "Director or Officer" means a natural Person (i) who is or was a Director or Officer of the Association, (ii) 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, limited liability company, joint venture, trust, or other enterprise, or (iii) who, while a Director or Officer of the Association, is or was serving an employee benefit plan because his or her 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. Unless the context requires otherwise, "Director or Officer" shall also mean the estate and personal representative of a Director or Officer.

c. For purposes of this Article, "proceeding" means any threatened, pending or completed civil, criminal, administrative, or investigative action, suit, arbitration, or other proceeding, whether formal or informal, which involves foreign, federal, state, or local law (including federal or state securities laws) and which is brought by or in the right of the Association or by any other person.

d. For purposes of this Article, "expenses" means fees, costs, charges, disbursements, attorneys' fees, and any other expenses incurred in connection with a proceeding, including a proceeding in which a Director or Officer asserts his or her rights under this Article, and, if the context requires, liabilities, including the obligation to pay a judgment, settlement, penalty, assessment, forfeiture, or fine, including any excise tax assessed with respect to an employee benefit plan.

9.2 Mandatory Indemnification.

a. To the extent that a Director or Officer has been successful on the merits or otherwise in the defense of any proceeding (including, without limitation, the settlement, dismissal, abandonment, or withdrawal of any action where he or she does not pay or assume any material liability), or in connection with any claim, issue, or matter therein, he or she shall be indemnified by the Association against expenses actually and reasonably incurred by him or her in connection therewith to the extent that he or she was a party to the proceeding because he or she is or was a Director or Officer of the Association.

b. In cases not included under Section ~~12~~9.2(a), the Association shall indemnify any Director or Officer against expenses actually and reasonably incurred by the Director or Officer in a proceeding to which the Director or Officer was a party because he or she is or was a Director or Officer, unless liability was incurred because the Director or Officer breached or failed to perform a duty he or she owed to the Association and the breach or failure to perform constituted 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 had a material conflict of interest; (ii) a violation of criminal law, unless the Director or

Officer had reasonable cause to believe his or her conduct was lawful or no reasonable cause to believe his or her conduct was unlawful; (iii) a transaction from which the Director or Officer derived an improper personal profit or benefit; or (iv) willful misconduct. The termination of a proceeding by judgment, order, settlement, or conviction, or upon a plea of no contest or an equivalent plea, does not, by itself, create a presumption that indemnification of the Director or Officer is not required under this subsection.

c. Indemnification under this Section is not required to the extent that the Director or Officer has previously received indemnification or allowance of expenses from any person, including the Association, in connection with the same proceeding.

d. To the extent indemnification is required under this Article ~~XIII~~IX, the Association has purchased or is required under Section ~~12~~9.10 to purchase insurance on behalf of the indemnified person and the insurance policy includes a provision obligating the insurer to defend such person, the Association shall be obligated to extend such defense. To the extent possible under such insurance policy, the defense shall be extended with counsel reasonably acceptable to the indemnified person. The Association shall keep the indemnified person advised of the status of the claim and the defense thereof and shall consider in good faith the recommendations made by the indemnified person with respect thereto.

9.3 Determination of Right to Indemnification. Unless otherwise provided by written agreement between the Director or Officer and the Association, the Director or Officer seeking indemnification under Section ~~12~~9.2 shall make a written request for indemnification which shall designate one of the following means for determining his or her right to indemnification: (a) by a majority vote of a quorum of the Board of Directors or a committee of directors consisting of directors not at the time parties to the same or related proceedings; (b) by independent legal counsel selected by a quorum of the Board of Directors or its committee in the manner prescribed in Section ~~12~~9.3(a) 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 same or related proceedings; (c) by arbitration; or (d) by an affirmative vote of a majority of the Unit Owners entitled to vote; provided, however, that Unit Owners who are at the time parties to the same or related proceedings, whether as plaintiffs or defendants or in any other capacity, may not vote in making the determination. Any determination under this Section shall be made pursuant to procedures consistent with the Wisconsin Non-stock Corporation Law unless otherwise agreed by the Association and the person seeking indemnification. Such determination shall be completed, and eligible expenses, if any, shall be paid to the person requesting indemnification hereunder within sixty (60) days of the Association's receipt of the written request required hereunder.

9.4 Allowance of Expenses as Incurred. Within thirty (30) days after a written request by a Director or Officer who is a party to a proceeding because he or she is or was a Director or Officer, the Association shall pay or reimburse his or her reasonable expenses as incurred if the Director or Officer provides the Association with all of the following: (a) a written affirmation of his or her good faith belief that he or she has not breached or failed to perform his or her duties to the Association; and (b) a written undertaking, executed personally or on his or her 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 Section ~~12~~9.3 that indemnification under Section ~~12~~9.2 is not required and indemnification is otherwise not ordered by a court. The undertaking under this Section shall be an unlimited general obligation of the Director or Officer and may be accepted without reference to his or her ability to repay the allowance. The undertaking may be secured or unsecured.

9.5 Partial Indemnification.

a. If it is determined ~~pursuant to Section 12.3~~ that a Director or Officer is entitled to indemnification as to some claims, issues, or matters in connection with any proceeding, but not as to other claims, issues, or matters, the person or persons making such determination shall reasonably determine and indemnify the Director or Officer for those expenses which are the result of claims, issues, or matters that are a proper subject for indemnification hereunder in light of all of the circumstances.

b. If it is determined ~~pursuant to Section 12.3~~ that certain expenses (other than liabilities) incurred by a Director or Officer are for any reason unreasonable in amount in light of all the circumstances, the person or persons making such determination shall authorize the indemnification of the Director or Officer for only such amounts as he or she or they shall deem reasonable.

9.6 Indemnification of Employees and Agents. The Board of Directors, may, in its sole discretion, provide indemnification and/or defense and/or allowance of expenses in advance of a final determination of any proceeding to an employee or agent of the Association who is not a Director or Officer in connection with any proceeding in which the employee or agent was a defendant because of his or her actions as an employee or agent of the Association; provided, however, that prior to such indemnification, defense, or allowance of expenses, the Board of Directors shall first determine that the employee or agent acted in good faith and in a manner he or she reasonably believed to be in, and not opposed to, the best interests of the Association.

9.7 Limited Liability of Directors and Officers.

a. Except as provided in subsection ~~12~~9.7(b) and (c), a Director or Officer is not liable to the Association, its members or creditors, or any person for damages, settlements, fees, fines, penalties, or other monetary liabilities arising from a breach of, or failure to perform, any duty resulting solely from his or her status as a Director or Officer, unless the person asserting liability proves that the breach or failure to perform constitutes any of the acts of misconduct listed in Section ~~12~~9.2(b).

b. Except as provided in Section ~~12~~9.7(c), this Section ~~12~~9.7 does not apply to any of the following: (i) a civil or criminal proceeding brought by or on behalf of any governmental unit, authority, or agency; (ii) a proceeding brought by any person for a violation of state or federal law where the proceeding is brought pursuant to an express private right of action created by state or federal statute; or (iii) the liability of a director under Wisconsin Statutes Sections 181.0832 and 181.0833.

c. Wisconsin Statutes Sections ~~12~~9.7(b)(i) and (ii) do not apply to a proceeding brought by a governmental unit, authority, or agency in its capacity as a private party or contractor.

9.8 Severability of Provisions. The provisions of this Article and the several rights to indemnification, advancement of expenses, and limitation of liability created hereby are independent and severable and, if any such provision or right shall be held by a court of competent jurisdiction in which a proceeding relating to such provisions or rights is brought to be against public policy or otherwise to be unenforceable, the other provisions of this Article shall remain enforceable and in full effect.

9.9 Non-exclusivity of Rights. The rights to indemnification, defense and advancement of expenses provided for in this Article shall not be deemed exclusive of any other rights to which those seeking indemnification, defense, or advancement of expenses may be entitled under any agreement authorized by the Board of Directors, any of the Bylaws, any vote of the members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. Notwithstanding the foregoing, the Association may not indemnify a Director or Officer, or permit a Director or Officer to retain any allowance of expenses, pursuant to any such additional rights 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 or she owes to the Association which constitutes conduct under Section ~~12~~9.2(b). A Director or Officer who is a party to the same or related proceeding for which indemnification, defense, or an allowance of expenses is sought may not participate in a determination under this Section.

9.10 Purchase of Insurance. The Association shall use its reasonable best efforts to purchase and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, to the extent that such Director or Officer is insurable and such insurance coverage can be secured by the Association at rates, and in amounts and subject to such terms and conditions as shall be determined in good faith to be reasonable and appropriate by the Board of Directors of the Association, and whose determination shall be conclusive (provided, however, that such insurance shall contain a provision obligating the insurer to defend the Director or Officer, if such provision is available at reasonable rates), against liability asserted against or incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify or defend him or her against such liability under the provisions of this Article.

9.11 Benefit. The rights to indemnification, defense, and advancement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a Director or Officer and shall inure to the benefit of the heirs, executors, and administrators of such a person.

9.12 Amendment. No amendment or repeal of this Article shall be effective to reduce the obligations of the Association under this Article with respect to any proceeding based upon occurrences which take place prior to such amendment or repeal.

These Amended and Restated Bylaws were adopted by a vote of 67% of the Unit Owners on ________________, 202_.

~~**9.12**~~

THIRD AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

Record this document with the Register of Deeds Waukesha County

PARADISE TRAILS CONDOMINIUM

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)

THIS INSTRUMENT DRAFTED BY:
LYDIA J. CHARTRE, ESQ.

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AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
FOR
PARADISE TRAILS CONDOMINIUM

RECITALS

Paradise Trails Condominium (the "Condominium") was created by a Declaration of Condominium, recorded on October 12, 2020 with the Register of Deeds for Waukesha County as Document No. 4519250, as amended on October 27, 2021 as Document No. 4628435, and as further amended on June 2, 2022, as Document No. 4671298 (as amended, 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 Paradise Trails 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 in its entirety, as follows.

THIS AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR PARADISE TRAILS CONDOMINIUM (the "Declaration") is made pursuant to The Condominium Ownership Act of the State of Wisconsin, Chapter 703 of the Wisconsin Statutes ~~(hereinafter sometimes referred to as the "Act"), by Paradise Trails, LLC, a Wisconsin limited liability company, (hereinafter "Declarant")~~.

1. **STATEMENT OF DECLARATION**.

~~Declarant, as the sole owner of the Land described in Section 3 hereof, together with all buildings and improvements constructed or to be constructed thereon, all easements, rights, and appurtenances thereto (hereinafter referred to as "The Property") hereby submits and subjects~~ The Property has been submitted and subjected ~~said Property~~ to the condominium form of ownership pursuant to the Act and this Declaration, which property shall be held, conveyed, devised, leased, encumbered, used, improved, and in all respects otherwise affected subject to the provisions, conditions, covenants, restrictions and easements of this Declaration, the Bylaws, the Rules and Regulations, and of the Act. All provisions hereof shall be deemed to run with the land and shall constitute benefits and burdens to the ~~Declarant~~Association, the Unit Owners, its/their successors and assigns, and all parties hereafter having any interest in the Property.

2. **NAME**.

The name of the condominium created by this Declaration ("Condominium") shall be PARADISE TRAILS CONDOMINIUM.

3. **LEGAL DESCRIPTION**.

The real property comprising the Property (the "Land") which ~~is hereby~~was submitted and subjected to the provisions of the Act is legally described as set forth on EXHIBIT A attached hereto and incorporated herein.

4. **DEFINITIONS**.

For the purpose of brevity and clarity, certain words and terms used in this Declaration are defined as follows:

(a) "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 and other charges.

(b) "ACC" shall mean the Architectural Control Board as established by the ~~Declarant~~Board of Directors on behalf of the Association. If no separate ACC is established, the Board of Directors shall serve as the ACC.

(c) "ASSOCIATION" shall mean and refer to PARADISE TRAILS CONDOMINIUM ASSOCIATION, INC. a corporation formed under the Non-Stock Corporation Statute, Chapter 181, Wis. Stats its successors and assigns.

(d) "BUILDING" shall mean any freestanding structure constructed ~~or to be constructed~~ upon the Property containing Units.

(e) "BY-LAWS" means the by-laws of the Association.

(f) "COMMON ELEMENTS" shall mean all portions of the Condominium other than Units.

~~(g) "DECLARANT" shall mean and refer to Paradise Trails, LLC and its successors and assigns.~~

~~(h) "EXPANSION REAL ESTATE" means the real property together with all buildings and improvements constructed or to be constructed thereon and all easements, rights, and appurtenances thereto, described on EXHIBIT B, which may be added in whole or in part at any time within ten (10) years of the date of recording of this Declaration of Condominium in accordance with the provisions of this Declaration and the Act.~~

~~(i)~~(g) "LIMITED COMMON ELEMENTS" shall mean those Common Elements identified in this Declaration or on the Condominium Plat as reserved for the exclusive use of one or more, but less than all, of the Unit Owners.

~~(j)~~(h) "MAJORITY" shall mean the Condominium Unit Owners with more than fifty percent (50%) of the votes assigned to the Units in this Declaration.

~~(k)~~(i) "MORTGAGE" shall mean any recorded mortgage, land contract or other security instrument by which a Unit or any part thereof is encumbered.

~~(l)~~(j) "MORTGAGEE" shall mean the holder of any Mortgage or any land contract vendor.

~~(m)~~(k) "OWNER" shall mean and refer to the Person who holds legal title to a Unit, or the holder of an equitable interest as a land contract vendee, but excluding any Mortgagee before such Mortgagee takes title to a Unit by foreclosure or process in lieu thereof.

~~(n)~~(l) "PERCENTAGE INTEREST" means the undivided percentage interest ~~from time to time~~ of each Unit, determined as provided in Section 9, below.

~~(o)~~(m) "PERSON" shall mean an individual, corporation, partnership, association, trust, limited liability company or other legal entity.

~~(p)~~(n) "PLAT" shall mean the condominium plat of the condominium a copy of which was recorded at Document No. 4519249 with the Waukesha County Register of Deeds~~is attached hereto as EXHIBIT C, being recorded pursuant to the Act contemporaneously with this Declaration, as the same may be amended from time to time~~.

~~(q)~~(o) "RULES AND REGULATIONS" means the Rules and Regulations of the Association, and as amended from time to time.

~~(r)~~(p) "UNIT" shall mean that part of the Condominium designed and intended for the exclusive use by an Owner, as further defined herein.

~~(s)~~(q) "UNIT NUMBER" shall mean the number identifying a Unit.

5. DESCRIPTIONS OF BUILDINGS AND UNITS

5.1 UNIT IDENTIFICATION. Each Unit shall be specifically designated by a Unit number. The Unit numbers are set forth on the Condominium Plat. Every deed, lease, mortgage or other instrument may legally describe a Unit by identifying its Unit number, and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. The street addresses of the Units are set forth on the attached EXHIBIT ~~D~~B.

5.2 DESCRIPTION OF UNITS.

(a) The ~~Initial~~ Condominium ~~shall~~ consists of forty-seven (47) units (individually, a "Unit" and collectively, the "Units"). Units are identified by number as indicated on the Condominium Plat. Each Unit and the ~~common~~ Common ~~area~~ Elements to which it has access are shown on the Condominium Plat.

(b) Each Unit shall consist of a cubicle of air enclosed within the exterior boundaries described as follows:

(i) The vertical or perimetrical boundaries of the Unit shall be the planes of the Unit boundaries shown on the Condominium Plat, extended in each case to an intersection with the upper and lower boundaries.

(ii) The lower boundary of the Unit shall be parallel to, and extending 25 feet below the horizontal plane of the surface of the Land within, and perpendicular to, the vertical boundaries.

(iii) The upper boundary of the Unit shall be parallel to, and extending 100 feet above, the horizontal plane of the surface of the Land within, and perpendicular to, the vertical boundaries.

(c) If any portion of the Common Elements or Limited Common Elements (as hereinafter defined) shall encroach upon any Unit, or if any Unit shall encroach upon any other Unit or upon any portion of the Common or Limited Common Elements as a result of the duly authorized construction, reconstruction or repair of any improvements or as a result of settling or shifting of any improvements, a valid easement for the encroachment and for its maintenance shall exist so long as the improvements, ~~common~~ Common or ~~limited~~ Limited ~~e~~Elements exist.

(d) The curb located along the private drive is specifically NOT part of the Unit. The driveway approach and the grass terrace next to the curb is part of the Unit.

~~5.3 DECLARANT'S RIGHT TO CHANGE PLANS. Declarant reserves the right to change, without the approval of the Unit Owners or the Association, the layout, location, dimensions and construction details of the Buildings, Units and Common Elements, including, but not limited to any Limited Common Elements shown on the Condominium Plat, which are not yet constructed, provided that such changes shall not substantially alter the nature and quality of the Buildings, Units or Common Elements.~~

~~6. EXPANSION OF CONDOMINIUM~~

~~6.1 Option to Expand. The Declarant, its successors and assigns, for a period of ten (10) years from the date of the recording of this Declaration, hereby expressly reserves an option to expand the Property in compliance with Section 703.26 of the Act without the consent of any Unit Owner or Mortgagee. Declarant shall be under no obligation to and makes no representations that it will expand or construct any part or all of the Condominium and no Unit / Owner or other person shall have the right to require the same. The option to expand is subject to the following:~~

~~(a) the total area of Expansion Real Estate added to the Condominium shall not exceed the total area of the Expansion Real Estate as depicted on the Condominium Plat and described in Exhibit B.~~

~~(b) the maximum number of Units in the Condominium as expanded will not exceed 47.~~

~~(c) each time Declarant desires to exercise its right to expand, Declarant shall execute and record an amendment to this Declaration, and an Addendum to the Condominium Plat which shall describe the portion of the Expansion Real Estate to be added to the Condominium, the number of Units to be added, a description of the~~

~~additional Units and any additional Common Elements, the percentage Interest of each Unit, and any complimentary additions and modifications to the Declaration as may be necessary and desirable to reflect the different character, if applicable, of the Expansion Real Estate being submitted to the Declaration, including a provision for additional easements, or to reflect any adjustment to the Common Expenses in connection with the condominium as expanded.~~

~~(d) the Declarant has the sole right to determine the location, size, quality and other similar features of the Expansion Real Estate, including without limitation the Common Elements, Limited Common Elements, building size, and the Units; provided, however, the improvements to the Expansion Real Estate shall be completed in a manner which is substantially similar in quality and workmanship to the improvements theretofore subject to this Declaration. The Expansion Real Estate added to the Condominium shall be subject to the same use restrictions contained herein.~~

~~(e) in the event the Declarant exercises its right to expand the Condominium pursuant hereto, then upon any such expansion all references in this Declaration to the "Buildings," the "Condominium," "Units," "Property," "Owners," "Association," "Common Expenses" and all other terms which refer to the Condominium automatically shall refer to the Condominium as expanded.~~

~~(f) in the event the Condominium is expanded, the Percentage Interest shall be adjusted as set forth herein and the Common Expenses, Assessment and other similar expenses assessed by this Declaration and any other Condominium document shall be adjusted according to the then existing needs of the Condominium.~~

~~(g) in the event the Condominium is expanded, Unit Owners of Units added to this Declaration shall be entitled to vote, with each Unit having one vote, upon the recording of the Amendment to this Declaration which adds the Units to the Condominium, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration~~

~~6.2 Consent. By acceptance of a deed of conveyance of a Unit, the grantee is hereby deemed to:~~

~~(a) agree to the expansion of the Condominium and shall make no attempts to prevent the expansion of the Condominium in the event the Declarant decides to exercise its option to expand the Condominium; and~~

~~(b) acknowledge that the Expansion Real Estate or parts thereof may be developed for uses other than as part of the Condominium.~~

~~7.~~6. COMMON ELEMENTS AND FACILITIES.

~~7.1~~6.1 Description. The Common Elements shall include all of the Condominium except its Units and shall include, but not be limited to, the following: the private roadways and curbs located on the Land, all access easements that provide access to the Land, the retention ponds and other storm water management improvements serving the Land, and all other utilities serving the Land. By way of explanation but not by way of limitation, the Common Elements shall include:

(a) Private Roadways (Private Driveways) as depicted and described on the Condominium Plat recorded on October 12, 2020, as Document No. 4519249.

(b) The land that is subject to the Stormwater Maintenance Agreement recorded on October 12, 2020, as Document No 4519255.

The Common Elements shall be operated, repaired and maintained by and at the expense of Paradise Trails Condominium Association, Inc. (the "Association"), except as otherwise provided in this Declaration or the By~~-L~~laws of the Association.

~~7.2~~6.2 Owner's Right to Ingress and Egress and Easement of Enjoyment. Each Owner shall have the right to use the Common Elements, except for Limited Common Elements not appurtenant to their Unit, 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 Owner. Such rights shall extend to the Unit Owner, his family members, 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 Declaration, By~~-L~~laws and the Rules and Regulations.

~~7.3~~6.3 Easements.

(a) Common Elements Easement. The Common Elements are hereby made subject to the following easements in favor of the Units benefited for the installation, repair, maintenance, use, removal and/or replacement of 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) Sidewalk Easements. Unit Owners are provided an easement to walk along sidewalks located in the community, regardless of whether these sidewalks are a Common Element or are part of another Unit in the community.

~~8.~~7. PERCENTAGE OF OWNERSHIP IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

Each Unit Owner shall own an undivided interest in the Common Elements as a tenant in Common with all other Unit Owners and, except as otherwise limited by the Act, this Declaration, the By~~-~~laws, and the Rules and Regulations, shall have the right to use and occupy the Common Elements (other than Limited Common Elements not appurtenant to the Unit Owner's Unit) for all purposes incident to the use and occupancy of the Unit as a place of residence, and such other incidental uses permitted by this Declaration, which rights shall be appurtenant to and run with the Unit. The Percentage Interest in Common Elements shall be determined by dividing one (1) by forty-seven (47), the number of Units ~~then included~~ in the Condominium~~, except as modified by merger or separation of units per section 21 of this Declaration~~.

~~9.~~8. ASSOCIATION OF UNIT OWNERS.

~~9.1~~8.1 Membership, Duties and Obligations. All Unit Owners shall be entitled and required to be a member of the Association of Unit Owners known as Paradise Trails 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 and facilities and Limited Common Elements. Such Association shall be incorporated as a non-stock~~, non-profit~~ corporation under the laws of the State of Wisconsin. Each Unit Owner and the occupants of the Units shall abide by and be subject to all of the rules, regulations, duties and obligations of the Act, this Declaration and the By~~-L~~laws and Rules and Regulations including the sharing of Common Expenses as described therein.

~~9.2~~8.2 Voting Rights. Each Unit shall be entitled to one vote at meetings of the Association, except as modified by merger or separation of Units per section 18 of this Declaration, subject, however, to the prohibited voting provisions set forth elsewhere in this Declaration (including section 13.12 hereof) and/or otherwise allowed by law. When more than one person holds an interest in any Unit the vote for such Unit shall be exercised as they, among themselves, determine, but in no event shall there be more than one vote cast with respect to any Unit. There can be no split vote. If only one of multiple Owners of a Unit is present at a meeting of the Association, the Owner present is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners is present, and any one of them purports to cast the vote allocated to that Unit on any issue without protest being made promptly by any other Owner(s) of such Unit to the person presiding over the meeting, it shall be conclusively presumed that such voting Owner had the authority to cast the vote. In the event of such a protest, if such dispute is not resolved by the multiple Owners prior to the vote being completed, said Unit shall not be entitled to cast a vote on that issue.

The respective rights, qualifications, prohibitions and obligations of the members relative to voting may be further set forth in the Articles of Incorporation and/or the By~~-L~~laws of the Association.

~~9.3 Control. Notwithstanding anything contained in this Declaration to the contrary, the Declarant shall totally govern the affairs of the Condominium until the first Unit has been sold to any person other than the Declarant. The Declarant may exercise any rights granted to, or perform any obligations imposed upon, Declarant under this Declaration through its duly authorized agent. Except as provided in Section 10.4, after the first Unit has been sold by Declarant to any person other than Declarant, the Declarant shall have the right to appoint and remove the officers of the Association and to exercise any and all of the powers and responsibilities assigned to the Association and its officers by the Articles, Bylaws, the Condominium Ownership Act, this Declaration, and the Wisconsin Nonstock Corporation Law, until the earliest of: (a) ten (10) years from the date of recording of this Declaration, unless the statute governing expansion of condominiums is amended to permit a longer period, in which event, such longer period shall apply; or (b) thirty (30) days after the conveyance of seventy-five percent (75%) of the Common Element interest to purchasers. Nothing herein contained shall be construed to prevent Declarant from waiving it right to control at an earlier date. Each owner of a condominium Unit in the Condominium shall be deemed, by acceptance of any deed to any Unit, to agree, approve and consent to the right of Declarant to so control the Association.~~

~~9.4~~8.3 Board of Directors. The affairs of the Association shall be governed by a board of directors ("Board of Directors") as more fully described in the Bylaws. ~~Prior to the conveyance of twenty-five percent (25%) of the Common Element interest of the Condominium to purchasers, the Association shall hold a meeting, and the Unit Owners other than the Declarant shall elect at least thirty-three and one-third percent (33 1/3%) of the directors on the Board of Directors. For purposes of calculating the percentages set forth in Section 9.4 and this Section 9.4, the percentage of Common Element interest conveyed shall be calculated based on the percentage of undivided interest pertaining to each Unit conveyed, assuming that all Units Declarant has the right create by expansion are included in the Condominium.~~

Commented [A1]: 2021 Amendment

~~9.5~~8.4 Association Personnel. The Association may obtain and pay for the service of any person or entity to manage its affairs to the extent it deems advisable, and may hire such other personnel as it shall determine to be necessary or advisable for the proper operation of the Condominium. The Association may contract for common services or utilities as may be required for the Condominium or individual Units. All amounts payable by the Association ~~to~~ under such contracts shall be chargeable to the Owners as a Common Expense.

~~9.6~~8.5 Rules and Regulations. The Association, through the Board of Directors, shall from time to time adopt Rules and Regulations governing the operation, maintenance and use of the Units and the Common and Limited Common Elements and facilities by the Unit Owners and occupants. Such Rules and Regulations of the Association shall not be inconsistent with the terms of the Declaration or the documents and easements referred to in the Declaration, and shall be designed to prevent unreasonable interference with the use of the respective Units and the Common Elements and facilities by persons entitled thereto. The Association members, their lessees or guests, and any occupants of the Units shall conform to and abide by all such Rules and Regulations. A violation of any such Rules or Regulations shall constitute a violation of the Declaration. The Association through its Board of Directors shall designate such means or enforcement thereof as it deems necessary and appropriate. The Rules and Regulations may be adopted, altered, amended or repealed by the Board of Directors, in each case by an affirmative vote of 67% or more of the votes present or represented at a meeting at which a quorum is an attendance.

Commented [A2]: 2021 Amendment

~~10.~~9. RESIDENTIAL PURPOSE.

The Buildings and the Units contained therein, and the Common Elements, are intended for and restricted exclusively to residential use as governed by the terms and conditions contained herein and by the By~~-L~~laws and/or Rules and Regulations. ~~Notwithstanding the foregoing, until such time as the Declarant has sold all of its Units in the Condominium, the Declarant shall have the right to use any or all unsold Units, and any portion of the Common Elements (including but not limited to the Clubhouse) as may be necessary to expedite the sale of Units, including but not limited to the maintaining of a sales office, the maintaining of one or more model Units, the holding of open houses and the erecting of signs. The Association may not charge rent or bill the Declarant while the Declarant exercises its rights to use any portion of the Common Elements.~~ The use of Units and Common Elements is further subject to the following:

~~(a)~~ The Owner of a Unit may lease the Unit in accordance with the provisions outline in the Bylaws. ~~Declarant may lease a Unit on such terms and conditions as it desires in its sole discretion. After a Unit has been conveyed by Declarant to an Owner, it may not thereafter be leased except for a term of no less than one hundred eighty (180) days. If a Unit is leased by an Owner, the Owner of such Unit shall notify the Association of the tenant's or tenants' name or names,~~

~~telephone number, and email address, and such Owner shall notify the Association prior thereto of the Unit Owner's forwarding address and of a telephone number and email address where the Unit Owner can be reached. Within five (5) business days after entering into or renewing a written condominium rental agreement, the Unit Owner shall provide a copy of the agreement to the Association along with proof of rental insurance. Any rental agreement shall contain a provision obligating the tenant to abide by this Declaration, the Articles, the By-laws, and/or the Rules and Regulations and shall provide that any default arising out of the tenant's failure to abide by the Declaration, the Articles, the By-laws, and the Rules and Regulations shall be enforceable by the Association as a third-party beneficiary to the lease and that the Association shall have, in addition to all rights and remedies provided under the Declaration, the Articles, the By-laws and/or the Rules and Regulations, the right to evict the tenant and/or terminate the lease should any such violation continue for a period of ten (10) days following delivery of written notice to the tenant specifying the violation. The Association shall keep a copy of any condominium rental agreement on file while the agreement is in effect. Before a tenant occupies a Unit, the Unit Owner shall provide a copy of the Declaration, By-laws and Rules and Regulations to the tenant or place the information in the Unit. In no event shall a Unit Owner be relieved from any obligation imposed by the Act, this Declaration, the By-Laws and/or Articles of Incorporation, and/or Rules and Regulations adopted pursuant thereto, including but not limited to the duty to pay Assessments and Common Expenses. The rental of Units is further subject to such further conditions and restrictions as may be set forth in the By-Laws and/or Rules and Regulations of the Association, including but not limited to a limit on the percentage of Units that are not owner occupied.~~

~~(b)~~(a) ~~A Unit shall not be rented for transient or hotel purposes, which shall be defined as: (i) any rental for periods of less than one hundred eighty (180) days; or (ii) any rental if the occupants of the Unit are provided customary hotel services, such as room service for food and beverage, maid service, bellboy service or laundry service.~~

~~(c)~~(b) ~~No sign of any kind shall be displayed to the public view on any Unit without the written consent of the Association or, if Declarant owns at least one Unit, the Declarant. The Declarant reserves the right to erect signs, gates, or other entryway features surrounded with landscaping at the entrances to the Condominium and to erect~~

~~appropriate signage for the sales of Units.~~Signs are not allowed except as specifically set forth in the Rules and Regulations.

~~(d)~~(c) Parking areas (including driveways on which parking is allowed), whether designated Units, Common Elements or Limited Common Elements, shall be used only for the parking of private passenger automobiles, pickup trucks, motorcycles and bicycles. Such vehicles shall at all times, be in running condition and bear current license plates. Persons using such parking areas shall, at reasonable times, for a reasonable period and upon reasonable notice, remove their vehicles therefrom to permit the parking areas to be repaired, resurfaced, repainted or to permit cleaning thereof or the removal of snow therefrom or for similar purposes. No more than two (2) vehicles shall be parked on a driveway, except multiple vehicles may be parked on a driveway on a temporary, short-term basis when several guests may be visiting a Unit at one time. In no case may a vehicle be parked outside of a garage and not moved for more than three (3) consecutive days.

~~(e)~~(d) ~~Pets~~ Animals are permitted, subject to conditions, restrictions and prohibitions as may be set forth in the By~~-~~laws and/or the Rules and Regulations.

~~(f)~~(e) A Unit Owner~~'s~~ may not plant any flowers, vegetables, trees, shrubbery or other plants in any Common Elements unless specific written approval is provided by the Association. Planting within a Unit is subject to Section 17 herein. Such approval may be granted or denied at the sole discretion of the Association. If planting approval is granted, the Association shall have the right to remove, dispose of, relocate, trim and/or prune any such planting as it may thereafter determine, in its sole discretion, at unit owner expense. Approval, if granted, may include restrictions.

~~11.~~10. REPAIRS AND MAINTENANCE.

~~11.1~~10.1 Individual Units. Each Unit Owner, at his sole expense, shall be responsible for ~~keeping~~ the maintenance and repair of his Unit. Sidewalks and driveways within the Unit's boundaries, along with any sidewalk or driveway portion that might extend from a Unit's boundaries to the road, are the Unit Owner's responsibility to maintain, repair, and replace, including snow removal. ~~The only exception is that the cost associated with maintenance and snow removal on the sidewalks that are near the private road will be maintained by the Association and charged to the Unit Owners as a Common Expense.~~ If a Unit Owner fails to discharge his obligations pursuant to this Section ~~12.1~~, 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.

~~11.2~~10.2 Common Elements and Facilities. Except as otherwise set forth herein, the Association shall be responsible for the management and control of the Common Elements. All expenses of the Association, except as otherwise set forth in this Declaration and/or the By~~-L~~laws, and/or the Rules and Regulations shall be charged to the Unit Owners as a Common Expense.

~~11.3~~10.3 Prohibition Against Structural Changes by Owner. A Unit Owner shall not, without first obtaining the written consent of the Board of Directors of the Association, make or permit to be made any structural alterations, or major changes or improvements to his Unit, or in or to the exterior of the Building in which his Unit is located or any Common Element, including, but not limited to any Limited Common Elements and facilities or make or install any improvements or equipment which may affect other Unit(s) or the Owner(s) of other Unit(s). A Unit Owner shall not perform, or allow to be performed, any act which will impair the structural soundness or integrity of any Building, or the safety of property, or impair any easement or hereditament, without the prior written consent of the Association.

~~11.4~~10.4 Decorating. Each Unit Owner shall have the exclusive right to paint, repaint, tile, panel, paper or otherwise refurbish and decorate the interior surfaces of the walls, ceilings, floors and doors forming the boundaries of their Unit and all walls, ceilings, floors and doors within such boundaries, and to erect partition walls of a non-structural nature within their Unit.

~~12.~~11. DESTRUCTION AND RECONSTRUCTION.

~~12.1~~11.1 Repair and Reconstruction. In the event the ~~Common Element~~ improvements on the Property, including, without limitation, private roadways serving the Condominium, are destroyed or damaged, the insurance proceeds, if sufficient to reconstruct or repair the damaged premises, shall be applied to the reconstruction or repair. In any event, regardless of the sufficiency of the insurance proceeds, an action by the Association by vote of 100% of all Unit Owners, taken within 90 days after such damage or destruction, shall be necessary to determine not to repair or reconstruct the ~~common element~~damaged improvements.

~~12.2~~11.2 Assessments and Partition. In the event that the proceeds of any insurance collected are insufficient to pay the estimated or actual costs of repair or reconstruction, the excess cost shall be a Common Expense; provided, however, that in the event of damage to an extent more than the available insurance, this Condominium shall be subject to an action for partition, upon obtaining the written consent of the Unit Owners having no less than seventy-five percent (75%) of the votes. In the event of partition, the net proceeds of sale, together with any net proceeds of insurance shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest, and shall be distributed in accordance with the priority interests in each Unit.

~~13.~~12. INSURANCE.

12.1 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.

12.2 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.

12.3 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.

12.4 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.

~~The Association shall obtain and maintain fire and broad form extended coverage insurance on the Buildings, General Common Elements, Units, and Limited Common Elements ("Covered Elements") in an amount not less than the full replacement value of the of the Covered Elements, including endorsements for automatic changes in insurance~~

~~coverage as fluctuating values may warrant, contingency endorsements covering nonconforming use and a Special Condominium Endorsement. Each Unit Owner shall obtain and maintain fire, casualty, and special form insurance coverage all personal property located therein for not less than the full replacement value thereof. Association Insurance coverage shall be written in the name of the Association as trustee for each of the Unit Owners and their respective Mortgagees in accordance with their Percentage Interest. Premiums shall be a Common Expense. To the extent the Board determines it is reasonably possible at a reasonable price, the insurance shall provide that the insurer waives its rights of subrogation as to any claim against Unit Owners, the Association, and their respective servants, agents and guests, and that the insurance cannot be canceled, invalidated nor suspended on account of conduct of any one or more Unit Owners, or the Association, or their servants, agents and guests, without thirty (30) days prior written notice to the Association giving it opportunity to cure the defect within that time. The amount of protection and the types of hazards to be covered shall be reviewed by the Board of Directors of the Association at least annually and the amount of coverage may be increased or decreased at any time as deemed necessary as determined by the Board of Directors to conform to the requirements of full insurable value. The amount of protection and the types of hazards to be covered shall be reviewed by the Board annually and the amount of coverage may be increased or decreased at any time it is deemed necessary by the Board to conform to the requirements of replacement value insurance. Any Mortgagee may receive an insurance certificate upon ten (10) days prior written notice.~~

~~In the event of partial or total destruction of the all or part of the Condominium insured hereunder, and the repair or reconstruction of the same in accordance with the Section 13 hereof, the proceeds of such insurance shall be paid to the Association as trustee to be applied to the cost thereof. If it is determined not to reconstruct or repair, then the insurance proceeds together with the net proceeds of sale of the property shall be distributed to the. Unit owners and their mortgagees, if any, as their respective interests may appear, in the manner provided in Section 13.2.~~

~~If insurance coverage is available to combine protection for the Association and some or all of the Unit Owners' personal property, located on or about the individual Units, the Board of Directors is hereby given discretionary power to negotiate and obtain such combination of protection on an equitable cost-sharing basis under which the Unit Owner would be assessed individually for the amount of insurance the Association includes in such policies for the Unit owner's additional protection. Copies of all such policies shall be provided to each Mortgagee. Individual Unit Owners may or may not be given the option to refuse participation in such combined insurance. Nothing contained in this paragraph shall be deemed to prohibit any Unit Owner, at the unit owner's expense, from obtaining any additional insurance coverage on the Unit.~~

~~The Association shall provide public liability insurance covering the Common Elements in such amounts as may be determined at the discretion of the Board of Directors~~

~~from time to time; provided, however, the amount of coverage shall not be less than One Million Dollars ($1,000,000.00) per single occurrence. All premiums for such insurance shall be Common Expenses. Each Unit Owner shall have the right to insure its own Unit for personal benefit. The Association shall also provide workman's compensation insurance when appropriate, and may provide directors' and officers' liability insurance and fidelity bonds on such officers and employees in such amounts and with such coverage, as is determined by the Board of Directors to be necessary or advisable from time to time.~~

~~All required insurance shall be issued by an insurance company with a minimum of an A general policyholder's rating and of a class III financial size category in the Best's Key Rating Guide.~~

~~14.~~13. COVENANT FOR ASSESSMENTS.

~~14.1~~13.1 Agreement to Pay Assessment. ~~The Declarant for each Unit owned by it hereby covenants, and each~~ Each Owner of any Unit by the acceptance of a deed therefore, whether or not it be so expressed in the deed shall be deemed to covenant and agree with each other and with the Association to pay to the Association for the purpose provided in this Declaration, the share of the Common Expenses of Association assessed against such Owner, as well the Unit itself. Except as otherwise provided herein, "Common Expenses" shall be any and all expenses incurred by the Association in connection with the management of the Condominium, the maintenance and repair of the Common Elements and administration of the Association, which shall include, by way of illustration and not limitation, utilities, water usage, insurance, management services, landscaping, the clubhouse (if any), snow removal on private drives and sidewalks, and other amenity maintenance and servicing, reserves, capital improvements, office supplies and such other reasonable and necessary expenses as determined by the Association's Board of Directors from time to time. Such Assessments shall be fixed, established and collected from time to time in the manner provided in the By~~-~~laws. No Unit Owner may exempt them self from any Assessment by waiver of use and enjoyment of any of the Common Elements or by abandonment of their Unit.

~~14.2~~13.2 Purpose of Assessments. The Assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the Members and for the improvement and maintenance of the Common Elements, and such emergency repairs as the Association may deem necessary and such other purposes as are permitted by the terms of the Board of Directors of the Association. Notwithstanding the foregoing, 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.

~~14.3~~13.3 General Assessments. The Board of Directors of the Association shall ~~from time to time, and~~ at least annually, prepare a budget and fix the General Assessment, which shall include reserves for replacement of Common Elements.

~~14.4~~13.4 Water and Sewer Billing. Water and Sewer service to individual Units in Paradise Trails Condominium is provided by privately shared infrastructure. Quarterly billing for use and service fees is sent directly to the Association and paid by the Association. ~~At the time of this Declaration t~~Those expenses are ~~anticipated to be~~ included in the General Assessment. The Association maintains the right, but not the obligation, to require individual metering of Units and provide individual Utility billing to Units at any time in the future. Expenses associated with converting Units to individual Unit metering are to be paid by the Unit Owner.

~~14.5~~13.5 Special Assessments. In addition to the General Assessments authorized above, the Association may levy Special Assessments for the purposes of: (a) defraying, in whole or in part, the costs of any acquisition, construction, reconstruction, repair or replacement of a capital improvement and/or personal property for common use; (b) offsetting shortages resulting from non-collection of annual or special assessments or underestimation of same; and (c) unusual or unpredicted costs including but not limited to the cost of collecting annual or special assessments or enforcement of the provisions of the Declaration, By~~-~~laws and/or Rules & Regulations.

~~14.6~~13.6 Special Assessments Against a Particular Unit. Special Assessments may be made by the Board of Directors of the Association against a particular Unit Owner and his Unit for:

(a) Costs and expenses (anticipated or incurred) for damage to the Common Elements caused by or at the direction of that Unit Owner or guests or tenants of the Unit Owner or other occupants of the Unit;

(b) Costs, expenses and actual attorneys' fees incurred in, or in anticipation of, any suit, action or other proceeding to enforce the Act, the Declaration, the By~~-L~~laws, or the Rules and Regulations where there is found to be a violation thereof;

(c) Costs and expenses (anticipated or incurred) for emergency repairs to a Unit;

(d) Liabilities, costs and expenses incurred by the Association as a result of any temporary or permanent condition or defect in the Unit or any Limited Common Elements;

(e) Interest due on General Assessments and Special Assessments;

(f) Forfeitures and other penalties as provided for in the By~~-L~~laws and/or Rules and Regulations levied by the Board for violations of the Act, the Declaration, the By~~-L~~laws, or the Rules and Regulations by a Unit Owner of the tenants or guests of the Unit Owner or occupants of a Unit.

(g) Costs and expenses incurred by the Association for the maintenance, repair and/or replacement of Common Elements and facilities resulting from the failure of a Unit Owner to perform delegated maintenance.

(h) Sums due the Association under the Declaration, the By~~-L~~laws, or the Rules and Regulations, including, among others, those pursuant to Bylaws Sec. 8.2 and/or Sec. 17.1 of this Declaration.

(i) All other costs and expenses anticipated or incurred by the Association which are subject to Special Assessments as provided under this Declaration or the By~~-L~~laws.

~~14.7 Working Capital. Each purchaser of a Unit from Declarant shall pay to the Association, at time of conveyance of the Unit by Declarant, a sum equal to seven hundred and fifty dollars ($750.00), the "Initial Contribution". As long as Declarant is in control of the Association, Declarant shall not use any of said working capital funds to defray Declarant's expenses or construction costs.~~

~~(a) The Association shall hold in reserve an amount of thirty-five thousand two hundred fifty dollars ($35,250.00) at all times. These reserves are to be used exclusively for repairs of privately owned infrastructure of the Association and be replenished as soon as practical upon use.~~

~~(b) The Declarant shall fund the initial account with thirty-five thousand two hundred fifty dollars ($35,250.00) and shall be reimbursed by receipt of the Initial Contribution of Unit owners at the conveyance of each Unit.~~

~~14.8~~13.7 Uniform Rate of Assessment. Both ~~Annual~~ General Assessments and Special Assessments must be fixed at a uniform rate for all Units subject to Assessment; provided, however, the Association shall assess an individual Unit for all sums due solely from that Unit as provided ~~in Section 15.5 above~~herein.

~~14.9~~13.8 Date of Commencement of Assessments. The General Assessments provided for herein shall be payable in monthly installments and the monthly installments shall commence as to each Unit on the date of the conveyance of said Unit ~~by the Declarant~~. The first annual assessment for each Unit shall be adjusted and prorated according to the number of months then remaining in the calendar year. Partial months shall be prorated on a daily basis. Written notice of the General Assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall have the authority to modify Assessments during any fiscal year. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid.

~~14.10 Declarant's Obligation for Common Expenses During Period of Declarant Control. Notwithstanding anything to the contrary herein, as set forth during the period of Declarant control of the Association as described in Section 10.3 above and under Sec. 703.15 (2)(c), Wis. Stats., no General Assessments shall be assessed against any Unit owned by Declarant for any time period prior to the first day of the first month following the commencement of actual occupancy of the Unit for residential purposes. During the period of Declarant Control, however, if any unit owned by the Declarant is exempt from assessments for common expenses until the unit is sold, the total amount assessed against units that are not exempt from assessments may not exceed the amount that equals nonexempt units' budgeted share of common expenses, based on the anticipated common expenses set forth in the annual budget. The Declarant is liable for the balance of the actual common expenses.~~

~~14.11~~13.9 Lien for Assessments. All Assessments, when due, together with interest thereon and actual costs of collection and actual attorneys' fee incurred, as provided herein, shall become a personal liability of the Unit Owner and also a lien, until paid, on such Unit in favor of the Association. Such lien shall be superior to all other liens and encumbrances on such Unit, except only for:

(a) Liens of general and special taxes; and

(b) A Lien for all sums unpaid on a first Mortgage, ~~or on any Mortgage to the Declarant,~~ duly recorded in the ~~Washington~~ Waukesha County, Wisconsin, Register of Deeds Office, prior to the making of such Assessment, including all unpaid obligatory advances to be made pursuant to such Mortgage and all amounts advanced pursuant to such mortgage and secured by the lien thereof in accordance with the terms of such instrument; and

(c) Mechanics liens filed prior to the making of the Assessment;

(d) All sums unpaid on any Mortgage loan made pursuant to Section 45.80 Wis. Stats.; and

(e) A lien under Section 292.31 (8) (i) or 292.81, Wis. Stats.

All other lienors acquiring liens on any Unit after this Declaration has been recorded shall be deemed to consent that such liens shall be inferior to future liens for Assessments, as provided herein, whether or not such consent be specifically set forth in the instruments creating such liens.

To evidence a lien for sums assessed pursuant to this Declaration, the Association may prepare and file a written notice of lien in any manner allowed by law at the time of filing of the lien. No notice of lien shall be filed until there is a delinquency in payment of the Assessment. Such lien may be foreclosed or otherwise enforced in any manner permitted by law at the time of enforcement. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses of filing the notice of lien, and all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to ~~reasonable~~ actual attorney's fees. All such costs and expenses shall be secured by the lien. The Owner shall also be required to pay to the Association any Assessments against the Unit which shall become due, and any unpaid assessments, late fees, interest, costs of collection, and actual attorneys' fees will be added to and be a part of the lien during the period of foreclosure. The Association shall have the right and power to bid at the foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Unit as the Owner thereof.

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

The Association shall, upon written request, report to any encumbrancer of a Unit any unpaid assessments remaining unpaid for longer than sixty (60) days after the same shall have become due and any default in the performance by the individual Unit of any obligation under the this Declaration, the By~~-L~~laws or the Rules and Regulations, which is not cured within sixty (60) days; provided, however, that such encumbrancer first shall have furnished to the Association written notice of such encumbrance.

~~14.12~~13.10 Effect of Non-payment; Remedies. Any Assessments not paid when due shall be delinquent. Any Assessment or installment thereof not paid within ten

(10) days after the due date shall bear interest ~~from the due date at a rate of interest which is two percent (2%) higher than the rate prescribed by the Wisconsin Statutes to be collected upon execution upon judgment. (In lieu of charging such interest, the Board may, from time to time, fix a reasonable late fee for each month or fraction thereof that such assessment is not paid.)~~and late fees in the amounts set forth in the Rules and Regulations. All payments on account shall be first applied to the interest and/or late charges, and costs of collection and attorneys' fees, if any, and then to the assessment payment first due. The Association may bring an action at law against any or all past or present Unit Owners, occupants and tenants personally obligated to pay the same, or foreclose the lien against the property. A suit to recover a money judgment for unpaid assessments hereunder may be maintainable without waiving the lien securing the same. Except to the extent limited or prohibited by applicable law in effect at that time, the Association shall be entitled to recover all costs and expenses incurred by the Association in and/or relating to such action, including but not limited to ~~reasonable~~ the actual attorney's fees. If any installment of any assessment becomes delinquent, the privilege of paying such assessment in installments may, at the option of the Association, be terminated and, if such delinquent installment be of an annual assessment, the entire annual assessment for the remainder of the fiscal year, or if the delinquent installment be of a special assessment, the entire special assessment, may, at the option of the Association, be declared, without further notice, due and payable and, in such event, same shall be considered delinquent. The Association shall be entitled to recover from the applicable Unit Owners responsible for payment (past or present), jointly and severally, all costs and expenses of collection, including but not limited to ~~reasonable~~ the actual attorney's fees.

~~14.13~~13.11 Sale or conveyance. The Sale or transfer of any Unit shall not affect the assessment lien. The sale or transfer of any Unit pursuant to the foreclosure of a mortgage ~~or other lien having priority as set forth in Section 15.10~~ shall extinguish the lien of such assessments (to the extent of the priority of such mortgage or other lien) as to payments which became due prior to such sale or transfer. No sale or transfer pursuant to foreclosure shall relieve such Unit from liability for any Assessments which thereafter become due or from the lien thereof.

~~14.14~~13.12 Prohibited Voting. A Unit Owner shall be prohibited from voting at a meeting of the Association if the Association has recorded a statement of condominium lien on the Owner's Unit and the amount necessary to release the lien has not been paid at the time of the meeting.

~~14.15~~13.13 Statutory Reserve Account. ~~The Declarant elects not to establish a Statutory Reserve Account at the time of creation of this condominium.~~ Pursuant to the provisions of sec. 703.163 (4), Wis. Stats., the issue of a Statutory Reserve Account shall be addressed at the first annual meeting of the Association held after, or at

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a special meeting of the Association held within one year after, the expiration of the period of Declarant control.

~~14.16 Association Dues on Unbuilt Units. In the event units are created but no construction has occurred on these pads, association dues are not payable for the first twelve months after the creation of the vacant unit. In the event construction has not completed within twelve months, and to acknowledge the reduced cost burden associated with unbuilt units, special provision is made to assess the owners of these vacant pads thirty-five percent of the dues assessed on the remaining units. This special provision shall not apply to the Declarant if the Declarant instead opts to fund association shortfalls.~~

~~15.~~14. PARTITION OF COMMON ELEMENTS PROHIBITED.

There shall be no partition of the Common Elements through judicial proceedings or otherwise, except as otherwise provided in the Act or this Declaration, until this Declaration is terminated and the property is withdrawn from its terms or from the terms of the applicable statutes regarding Unit ownership or condominium ownership; provided, however, that if any Unit shall be owned by two or more co-owners as tenants in common or as joint tenants, nothing contained herein shall be deemed to prohibit a voluntary or judicial partition (by sale, but not in kind) of said single Unit as between such co-owners. No Unit may be subdivided or separated.

~~16.~~15. CONVEYANCE TO INCLUDE INTEREST IN COMMON ELEMENTS AND FACILITIES AND LIMITED COMMON ELEMENTS.

The percentage of the undivided interest in the Common and Limited Common Elements and facilities shall not be separated from the Unit to which it appertains. No Unit owner shall execute any deed, mortgage, lease or other instrument affecting title to such Unit ownership without including therein both the Unit Owner's interest in the Unit and the corresponding percentage of ownership in the Common and Limited Common Elements and facilities, it being the intention thereof to prevent any severance of such combined ownership. Any such deed, mortgage, lease or other instrument purporting to affect the one without including also the other shall be deemed and taken to include the interest so omitted even though the latter is not expressly mentioned or described therein.

~~17.~~16. EASEMENTS, RESERVATIONS AND ENCROACHMENTS.

~~17.1~~16.1 Utilities. ~~Easements may hereafter be declared and granted through or over the Common Elements by the Association, provided, however, that as long as Declarant owns any unsold Unit, no easement shall be granted by the Association without Declarant's prior written consent.~~ Easements for the benefit of Unit Owners are hereby declared and granted, for utility purposes, for all utility service lines now existing or hereafter installed ~~by or with the consent of Declarant~~ over, under, along and on any part of the Units, Common Elements and Limited Common Elements and facilities.

~~17.2 Construction Easement. Notwithstanding anything to the contrary in this Declaration, the Condominium Plat, By-laws, or Rules and Regulations, until Declarant shall have constructed and sold all Buildings and Units, completed all improvements to the Common Elements and satisfied all of its rights and obligations under any or all of the foregoing, Declarant reserves an easement for itself and its duly authorized agents, representatives, and employees, over portions of the Common Elements and any Units owned by Declarant for construction or renovation on the Property or the Expansion Real Estate or related purposes including: storing tools, machinery, equipment, building materials, appliances, supplies and fixtures; maintaining and correcting drainage of surface, roof or storm water; cutting any trees, bushes, or shrubbery; grading the soil or taking any other action reasonably necessary. In the event the Declarant exercises its rights under this Section, the Declarant shall upon, completion of the construction, promptly restore the affected property as closely as possible to the condition it was in prior to the construction. Each Unit Owner hereby acknowledges that the activities of the Declarant may temporarily impair the view and cause inconveniences to the Unit Owners.~~

~~17.3 Easement to Facilitate Sales. The Declarant reserves the right to use the Clubhouse Building or any Units owned or leased by the Declarant as models, management offices, sales offices (for this and other projects) or customer service offices. The Declarant reserves the right to relocate the same from time to time within the Property; upon relocation, the furnishings thereof may be removed. The Declarant further reserves the right to maintain on the Property such advertising signs as may comply with applicable governmental regulations, which may be placed in any location on the Property and may be relocated or removed, all at the sole discretion of the Declarant. The Declarant shall have the right to restrict the use of certain Common Element parking spaces for sales purposes and to use such spaces for sales purposes. Further, the Declarant shall have the right to erect, maintain, relocate and remove temporary offices on the Property. The reservation of this easement to facilitate sales also applies to the Expansion Property. This easement shall continue until the Declarant has sold all the Units it owns. The declarant may assign this right to its agents, representatives, and/or its employees.~~

~~17.4~~16.2 Encroachments. In the event that by reason of the construction, reconstruction, settlement, or shifting of any of the buildings or the design or construction of any Unit, any part of the Common Elements and facilities, or Limited 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 and facilities, or Limited Common Elements, or any portion of any Unit encroaches upon any part of any other Unit, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of such Unit so long as all or any part of the building shall remain standing, and Unit and Common Element boundaries shall be as provided in the Act. 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 owner or owners of the Common Elements or facilities, or Limited Common Elements, if such encroachment occurred due to the willful and knowing conduct or acquiescence of said Owner or Owners.

~~17.5~~16.3 Access Utility and Storm Water Easements. The Condominium Plat for Paradise Trails Condominium sets forth various easements, including, but not necessarily limited to, Utility, Access, Sanitary Sewer, Water Main, Storm Water Management Access, and Drainage Easement areas. All of said easement areas are for the use and benefit of the lands within Paradise Trails Condominium.~~, as described on the attached Exhibit A, as well as all of the Expansion Lands, as described on the attached Exhibit B~~. ~~To the extent said easement areas are within lands now or (after expansion of the. Condominium) hereafter included within Paradise Trails Condominium, Declarant retains a permanent, perpetual, and non-exclusive easement in each of said easement areas, for the purposes intended, for the use and benefit of the lands described on the attached Exhibit C. To the extent that said easement areas are within the Expansion Lands, as described on the attached Exhibit B, or so much thereof as are not hereafter added to Paradise Trails Condominium by expansion of the Condominium, Declarant hereby grants to Paradise Trails Condominium, a permanent, perpetual and non-exclusive easement in each of said areas, for the purposes intended, for the use and benefit of the lands now or hereafter included within Paradise Trails Condominium.~~ A separate document titled "Paradise Trails Easement Agreement" may be executed and recorded for the purpose of further documenting and defining said easements, including but not limited to maintenance and repair responsibilities, and for the purpose of preventing the termination of the easements in the event of the amendment of this Declaration and/or termination of the condominium status.

~~17.6~~16.4 Binding Effect. All easements and rights described in this Section ~~18~~ are easements appurtenant, running with the land. All easements and rights described herein are granted and reserved to, and shall inure to the benefit of and be binding on, the ~~Declarant~~Association, its successors and assigns, and on all Unit Owners, purchasers and mortgagees and their heirs, personal representatives, successors and assigns. The Association ~~or the Declarant~~ shall have the authority to execute and record all documents necessary to carry out the intent of this Section~~ 18~~.

~~18.~~17. ARCHITECTURAL CONTROL.

~~18.1~~17.1 Architectural Control Authority. No exterior additions or alterations (including painting or decorating) of any Unit, Buildings, porches, patios, decks, awnings, additional fences, or changes in existing fences, hedges, shrubs, trees, landscaping, walls, walkways and other structures or plantings, or improvement to or enclosure of any ~~Limited Common Element~~patio or deck, shall be constructed, erected, planted or maintained ~~(except such as are installed or approved by the Declarant in connection with the Construction) of the Building~~ until the plans and specifications showing the nature, kind, shape, height, materials, location, color, approximate cost, proposed impact on the appearance of the Condominium, and a statement identifying the project contractor shall have been submitted to and approved in writing by the Board of Directors of the Association. Approval may be granted or denied at the discretion of the Board. Approval is further subject to compliance with the provisions of Sec. 703.13 (5m) of the Wisconsin Statutes. The approval of any work shall not in any way be construed so as to impair the right of the Association to undertake any decoration of or alteration to any Common Element, including any such work as may alter or eliminate the Owner's work approved, and no such decoration or alteration work by the Association shall create any liability by the Association to such Owner. Neither the members of the Board of Directors nor its designee(s) representative(s) or committee members shall be entitled to compensation to themselves for services performed pursuant to this paragraph, but compensation may be allowed to independent professional advisors retained by the Board or their designee(s). Any costs and expenses incurred by the Association relative to any application for approval (whether or not approval is granted) and/or enforcement of the provisions of this section, including but not limited to reasonable actual fees of attorneys, architects, engineers, surveyors, designers and/or construction experts, may be charged by the Association as a special assessment against the applicable Unit. In addition to the Association approval required above, the Unit Owner instituting any additions, modifications or changes is responsible, at the sole cost and expense of the Owner(s) of such Unit, for obtaining any required governmental approvals. The Owner(s) of such Unit (jointly and severally) shall further indemnify and hold harmless the Association and all other Unit Owners, upon demand, from all loss, costs, expenses, damages and costs of enforcement, including but not limited to fines, reasonable attorney's fees, and costs of modification and/or removal, resulting from the failure of the owner(s) of such Unit to properly obtain Association and/or governmental approval.

~~18.2 Declarant Control. During the period of Declarant Control, Declarant shall have the exclusive right to act as the representative of the Board for Architectural Control purposes.~~

~~18.3~~17.2 Building and Use Restrictions.

(a) The Units shall be used solely for single family residential purposes. One single family residence may be constructed within each Unit, in accordance with the Building standards and restrictions set forth in this Section. A Unit shall not be used for any commercial purpose, except home offices and occupations as permitted by the Rules and Regulations.

(b) All Buildings, structures and improvements constructed or installed within a Unit, other than a driveway extending to the private road located within the Common Elements, shall be located within the Building site for such Unit as shown on the Condominium Plat. The Owner of the Unit shall have the right to modify and/or relocate the Building site within any Unit, as shown on the Condominium Plat, provided the Building site maintains a minimum setback from any abutting street curb or right-of-way of 25 feet, a building to building setback of 15 feet, and a rear yard or INRA/UCO setback of 10 feet, and provided that any modification or relocation is approved in advance and in writing by the Board.

(c) No Building or improvements shall be constructed, erected or placed within a Unit without the prior determination by the Board of Directors of the Association that the Building or improvements comply with the Building standards and restrictions set forth in this Section. All single family residences constructed within a Unit shall be subject to the following standards and restrictions:

(i) Only one single-family home Building not to exceed two stories in height may be constructed within each Unit. The following types of Buildings within Units shall have the following minimum sizes:

HOME TYPE:	MINIMUM SIZE:
One story	1,500 square feet
More than one story	1,800 square feet

For purposes hereof, "more than one story" includes homes referred to as one and a half story, two-story, split level or bi-level. The type of home and the number of square feet shall be determined on a uniform basis by the ACC and shall not include basement, attic, garage, porch or patio areas in the computation.

(ii) All residences shall be sided with vinyl, cedar, cement board siding, stone, brick or stucco. Fascia and soffit may be aluminum. Window and door wraps shall be at least four inch (4") nominal in width and used on all locations except on windows with shutters. All corners shall be six inch (6") trim boards. Front Elevation should contain at least one prominent architectural feature such as a front porch or a minimum of 100 square feet of stone or brick accent material, or amount at the discretion of the ACC. Stone or brick must terminate at an inside corner or have an acceptable termination point, as determined by the ACC. Side elevations of homes shall require a minimum of two (2) architectural elements for each ranch elevation and three (3) architectural elements for each two-story elevation. Architectural elements shall include any window, door, closed shutter (false window), fypon, horizontal trim, or break in elevation or foundation. The ACC may waive these requirements at their discretion for homes of exceptional architectural design.

The ACC shall be acting reasonably if it disapproves the Drawings, or any portion thereof, for a home because such home would be similar in appearance, or color, to other homes in close proximity, as determined by the ACC.

(iii) Garages. Each residence shall have a garage for not less than two cars attached to the residence containing a minimum of 440 square feet. All garage doors facing the street shall be decorative garage doors (raised panels shall not be considered decorative) with either glass inserts or have architectural design such as carriage style or similar.

(iv) Driveways. All drives shall be asphalt or concrete or some other hard surface as approved by the ACC~~ and shall be installed no later than twelve (12) months from occupancy~~. No permanent gravel drive will be permitted.

(v) Curbing & Roadways. Unit Owner shall be responsible for repairing and/or replacing any curbing damaged during construction of the home. Damaged curbing shall be removed and replaced per municipal requirements as part of the driveway installation if allowed by the Municipality. ~~The Declarant is responsible for placing the surface course of asphalt on the public roadways; the Lot Owner is hereby notified that is may occur after the structure is built on the Lot. Prior to installing the surface course of paving, the Municipality will inspect the roadways and curbing, if the Declarant is notified by the Municipality that curbing needs replacement, the owner of the Lot shall be responsible for~~

~~costs associated with the replacement of the damaged curbing.~~

(vi) A residence shall have a roof made of dimensional shingles, or better, with a minimum pitch ratio of 6:12, 8:12 for front facing gables, or such other pitch as is specifically approved by the ACC. "3-tab" shingles shall not be allowed.

(vii) At the time of construction of a single family residence, the Owner shall install, at the Owner's expense, one (1) outdoor electric lamppost (the design and quality of which shall be specified by the Association), with an unswitched photo-electric cell, at a location on the Unit deemed appropriate by the Association, in the Association's discretion. The lamppost shall be maintained by the Owner, at the Owner's expense;

(viii) Cluster Box Units ("CBU"). The United States Postal Service requires the use of Cluster Box Units ("CBUs") within the Condominium. ~~At each unit closing, Buyer will pay a $450.00 fee to cover the costs of installation of the CBUs for the Condominium.~~ The Association shall be responsible for all costs associated with the CBUs, including contracting and payment for the materials and installation. The Association will be responsible for coordinating maintenance and repairs of the CBUs ~~along with initial distribution of the mailbox keys to the initial Unit owners~~. The Association will be responsible for providing a clear path free of snow or debris to the CBUs for the mail delivery carrier and residents. ~~Upon the initial request from an Owner, the Association shall turn over all of the mailbox keys for that respective unit to the initial Owner in exchange for a signed agreement from the Owner.~~ In the event keys are damaged, lost or not transferred to subsequent Owners; the current Owner shall have sole responsibility for coordinating obtaining keys to their box in the CBU and payment of all costs incurred.

(ix) No soil shall be removed from any Unit without the prior consent of the Association or its duly appointed agent. Any excess soil resulting from excavations shall be transported, at the Unit owner's expense, away from the Land or to such other areas of the Land or such other property as may be designated by the Association. The grading of any Unit shall substantially conform to the intent of the approved Master Grading Plan on file at the Town of Waukesha; and

(x) Within six (6) months from the substantial completion of the development of a single family residence on the Unit, the owner of the Unit shall plant the street tree or trees within their Unit boundary as specified by the approved landscape plan along the street right-of-way of such Units in such locations as are specified by the Association. Additionally, each Unit must plant and maintain a minimum of one (1) — 2" caliper ornamental tree located in the front yard and a minimum of twelve (12) foundation plantings and mulched bed along the front foundation wall.

(xi) No outbuildings, above ground swimming pools, or tennis courts are allowed. ~~, or satellite dish antennas greater than 24 inches in diameter shall be permitted on any Unit. All satellite dish antennas under 24 inches in diameter must be screened from the roadway and the view of the other Units by landscaping or other screening acceptable to the Association~~The placement of satellite dishes and antenna are subject to the Association's Rules and Regulations.

(xii) Alternative Energy. No solar collectors, wind turbines, or other exterior energy producing devices shall be erected or installed unless approved by the ACC.

(xiii) ~~Dog~~ Animal Kennels. ~~Dog~~ Animal kennels shall not be allowed on any Unit even one would otherwise be permitted by Municipal ordinance or code.

(xiv) Play Equipment. If an Owner chooses to install a play set of any size, whether temporary or permanent, said playground equipment must be approved in advance by the ACC and conform to Municipal codes and ordinances. Play equipment shall be located a minimum of ten feet (10') away from any Unit boundary.

(xv) All utility lines, pipes and conduits bringing service to the improvements located within a Unit and, to the extent possible, all utility lines, pipes and conduits bringing utility services to the Condominium shall be located underground.

~~(xv)~~(xvi) Fences. All fences are subject to review and approval by the Board of Directors ~~per Section 18 herein~~ and are subject to applicable Municipal ordinances, governmental easements and building codes. Fences shall not exceed forty-eight inches (48”) in height, shall be constructed of ornamental/decorative metal (wrought iron or aluminum) and be black in color. Chain-link, natural wood, stockade fences, white vinyl fencing and other fencing materials are not allowed. Fences shall be installed no closer than twenty-four inches (24”) from any property line. Fences shall not be located on a public easement area, drainage area, right of way, or the Common Element.

~~19.~~ **MORTGAGEE RIGHTS**. Mortgagees of Units shall have the rights set forth ~~below~~in the Act. ~~In the event any provision of this Article conflict with any other provision of this Declaration, The Articles of Incorporation of the Association, or the By-Laws of the Association (collectively, the "project documents"), the provision more favorable to a Mortgagee shall control. If any proision of this Article conflicts with any required minimum provision of the Act, the more restrictive provision shall control. Mortgagee Rights are as follows:~~

~~19.1 Right of 1st Refusal. No right of first refusal in the condominium project documents shall adversely impact the rights of a mortgagee or its assignee to:~~

~~(a) Foreclose or take title to a condominium Unit pursuant to the remedies in the mortgage;~~

~~(b) Accept a deed or assignment in lieu of foreclosure in the event of default by a mortgagor; or~~

~~(c) Sell or lease a Unit acquired by the mortgagee or its assignee.~~

~~19.2 Amendments to Project Documents. Amendments to the project documents of a material adverse nature to mortgagees must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages. Amendments to annex property and/or Units to the Condominium pursuant to Section 6 of this Declaration shall not be deemed or construed as amendments of a material adverse nature to mortgages.~~

~~19.3 Termination of Condominium. Any action to terminate the legal status of the condominium after substantial destruction or condemnation occurs, or for other reasons, must be agreed to by mortgagees that represent at least 51% of the votes of the Units that are subject to mortgages.~~

~~19.4 Implied Approval Presumed. If otherwise allowed by law, implied approval by a mortgagee shall be assumed when a mortgagee fails to submit a response to any written proposal for an amendment within 60 days after it receives proper~~

~~notice of the proposal, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.~~

~~19.5 Right to Notice. Any mortgagee of a Unit, and any guarantor of the mortgage, upon the submission of a request to the Association in writing delivered to the Registered Agent of the Association, shall be entitled to receive timely written notice from the Association of the following matters:~~

~~(a) Any condemnation or casualty loss that affects either a material portion of the project or the Unit securing its mortgage;~~

~~(b) Any 60-day delinquency in the payment of assessments or charges owned by the Owner of any Unit on which it holds the mortgage;~~

~~(c) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association; and~~

~~(d) Any proposed action that requires the consent of a specified percentage of mortgagees.~~

~~19.6~~18. ~~Priority of Insurance Proceeds.. Neither a Unit Owner nor any other party shall have priority over any rights of the first mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of condominium Units(s) and/or Common Elements.~~

~~20.~~19. REALLOCATION OF BOUNDARIES AND MERGER AND SEPARATION OF UNITS.

Unit Owners may, subject to the approval of the Board of Directors of the Association, reallocate Unit boundaries between adjoining Units, merge two adjoining Units into one Unit and/or separate a previously merged Unit into the number of Units which originally existed, upon compliance with the applicable provisions of the Act. The Board of Directors may approve or deny such request in its sole discretion, and may condition any approval upon compliance with such conditions as it may determine to be reasonable and appropriate. All work in connection with reallocation, merger, or separation shall be completed in a good, workmanlike manner and free from all liens. The Unit Owner(s) who initiate or whose actual boundaries are relocated, merged or separated shall indemnify and hold harmless the other Unit Owners, the Board, the Declarant 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, merger or separation. 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.

A reallocation of boundaries between adjoining Units shall not result in any change in the number of votes, the Percentage Interests, or responsibility for Association expenses and assessments for either Unit. In the event two adjoining Units are merged into one Unit, the resulting Unit shall have the same number of votes at meetings of the Association as the total number of votes assigned to the two previous Units (a total of 2 votes, 1 for each of the original Units), and shall have the same undivided Percentage Interest in the Common Elements as the total undivided Percentage Interest applicable to the two previous Units. To avoid any increased burden for Association expenses on other Units and the owners thereof, the resulting merged Unit shall be responsible for the same share of Association expenses and assessments (both Annual and Special) as the total which would have been applicable to the two Units if they had not been merged. If a merged Unit is later separated into 2 units, each of the 2 separated Units shall then have the originally allocated vote, Percentage Interest, and assessment responsibility.

~~21.~~20. CONDEMNATION.

In the event of a "taking under the power of eminent domain" as defined in the Act, the Association shall proceed with rebuilding, relocation or restoration and/or an allocation of any award as provided in the By~~-~~laws or, if not provided for in the By~~-~~laws, in the Act. In any event, if the taking under the power of eminent domain is to the extent where the remaining Condominium portion has been diminished to such an extent that reconstruction or restoration is not practical, the Condominium shall be subject to an action for partition upon obtaining the written consent of the Unit Owners having 75% or more of the vote. In the case of partition, the net proceeds of sale, together with any net proceeds of the award for taking, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their Percentage Interest and shall be distributed in accordance with the priority of interests in each Unit. A taking of all or part of a Unit may not include any of the Percentage Interests or vote appurtenant to the Unit. The Owner of each Unit taken shall have the individual right of appeal of the necessity of taking and of the condemnation award made for the taking. The Association shall have the right of appeal of the necessity of taking of the Common Elements and the right of appeal of the condemnation award made for the taking of the Common Elements. An appeal by the Association shall be binding upon the Unit Owners for the necessity of taking or the condemnation award made for the taking of the Common Elements. Unit Owners having an interest in the ownership of Limited Common Elements may individually or as a group appeal the necessity of taking or the condemnation award made for the taking of the Limited Common Elements. 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.

~~22.~~21. ~~CONSTRUCTION OBLIGATION AND REPURCHASE RIGHTS~~SECTION DELETED

~~**Construction Obligation**: Each Owner shall promptly begin, diligently pursue, and ultimately complete construction with Harbor Homes, Inc. or Tim O'Brien Homes Inc. of the Building and other improvements on its Building Pad pursuant to approved plans by~~

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~~the Association. Harbor Homes, Inc. and Tim O'Brien Homes Inc. are the exclusive builders of all Buildings and improvements within the Condominium. Owner acknowledges that the purchase of the Building Pad is separate from any construction contract to build the improvements on the Building Pad and the Limited Common Elements appurtenant to the Building Pad. It is Owner's obligation to secure a construction contract for the Building Pad from Harbor Homes, Inc. or Tim O'Brien Homes Inc. which is a separate entity from the Declarant.~~

~~In the event that construction of improvements has not been commenced with Harbor Homes, Inc. or Tim O'Brien Homes Inc. within one (I) year after the date of closing of the initial sale of a Building Pad by Declarant, then, until such construction is commenced, the Declarant shall have the option of repurchasing the Building Pad from the Owner (the "Commencement Option"). Commencement of construction is defined to mean that footings and foundation have been poured. To exercise the Commence Option, the Declarant shall provide written notice of exercise of the Commencement Option (the "Notice') to Owner at Owner's last known address, including the date of repurchase closing. Notice shall be deemed to be received two days after deposit of the notice, postage prepaid, in the U.S. mail. The repurchase shall occur within sixty (60) days after delivery of the Notice on the date specified in the Notice.~~

~~If after commencing construction work on any Building Pad, construction ceases for a period of one hundred eight (180) consecutive days at any time before the substantial completion of construction as provided in Owner's approved plans ("Cessation of Construction"), the Declarant shall each have the option to repurchase the Building Pad from the Owner at any time prior to obtaining an occupancy permit (the "Construction Option"). To exercise the Construction Option, the Declarant shall provide written Notice as described above. Repurchase shall occur within sixty (60) days after delivery of the Notice on the date specified in the Notice.~~

~~"Substantial completion of construction" means that construction has been completed to a point that a certificate of occupancy could be obtained.~~

~~If Owner does not complete construction of the improvements as described in the approved plans and obtain an occupancy permit for the improvements within two (2) years after the date of closing of Owner's purchase of the Building Pad from Declarant the Declarant shall have an option to repurchase the Building Pad from the Owner (the "Completion Option") at any time thereafter but prior to obtaining an occupancy permit. To exercise the Completion Option, the Declarant shall provide written Notice as described above. Repurchase shall occur within sixty (60) days after deliver of the Notice on the date specified in the Notice.~~

~~Terms of Repurchase:~~

~~If the Declarant exercises any of the options described above, at repurchase closing the Owner shall tender a warranty deed free and clear of all liens and encumbrances except municipal and zoning ordinances, recorded easements for public utilities and these Declaration in exchange for a sum equal to Owner's original purchase price for the Building Pad from Declarant less any unpaid real estate taxes, the proration for the then current year's real estate taxes, and the title insurance premium. Owner shall provide the party exercising the option with a title insurance policy for the full amount of Owner's purchase price.~~

~~In the event of repurchase as provided in this section, Owner shall also be liable to the Declarant for all reasonable costs and expenses incurred in retaking and restoring the Building Pad to marketable condition, and such costs and expenses shall be deducted from the amount of the purchase price paid to the Owner. Owner shall be deemed to consent to enforcement of the options described on the above terms by specific performance.~~

22. GENERAL PROVISIONS.

22.1 Enforcement & Restriction Precedence. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By~~-~~laws and Rules and Regulations. Failure to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. ~~The Declarant, its successors and assigns, and a~~All parties hereafter having an interest in the Property~~,~~ are subject to all applicable rules, codes, regulations, and ordinances of the Village of ~~Germantown~~Hartland, Waukesha~~shington~~ County, the State of Wisconsin and the federal government, and the same may be more restrictive than these the restrictions, conditions, and reservations, now or hereafter imposed by the provisions of this Declaration, the By~~-~~laws and Rules and Regulations. In the event there is a conflict between the requirements of Declaration, the By~~-~~laws and Rules and Regulations and any provision of the City, County, State or federal law or regulation, the more restrictive provisions shall apply.

22.2 Severability. If any provision, or any part hereof, of this Declaration or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Declaration, or the application of such provision, or any part thereof, to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each provision or any part thereof, of this Declaration shall be valid, and be enforced to the fullest extent.

22.3 Termination. This Declaration may be terminated in the manner allowed by the Act as of the time of termination.

22.4 Notices. All notices and other documents required or permitted to be given by this Declaration or the By-~~L~~laws of the Association to a Unit Owner shall be sufficient if given to one (1) Owner of a Unit regardless of the number of Owners who have an interest therein. All Owners shall provide the Association with an address for the mailing and emailing or service of any notice or other documents and the Association shall be deemed to have discharged its duty with respect to the giving of notice by mailing it, emailing it or having it delivered personally to such address as is on file with the Association.

22.5 Non-waiver. The failure of the Association to insist, in any one or more instances, upon the strict performance of any of the terms, covenants, conditions or restrictions of this Declaration, or to exercise any right or option herein contained, or to serve any notice or to term, covenant, condition or restriction, shall not be deemed a waiver of same, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Association of payment of any Assessment from a Unit Owner, with knowledge of the breach of any covenant hereof, shall not be deemed as a waiver of such breach, and no waiver by the Association of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Association.

22.6 Amendments. This Declaration may be amended in the manner allowed by the Act at the time of amendment (to the extent not subject to further restrictions as set forth in this Declaration~~); provided, however, that, as long as Declarant owns any unsold Unit and so long as the Condominium is subject to expansion as set forth in Section 6 above, no Amendment to this Declaration shall be effective unless consented to in writing by Declarant~~.

22.7 Registered Agent. The Resident Agent for the Condominium shall be the Association's registered agent, as stated on file with the Wisconsin Department of Financial Institutions. The Association's registered agent at the time of recording this Amended and Restated Declaration is Elite Properties, Inc. at 700 Larry Ct., Waukesha, WI 53186.~~Steve DeCleene is hereby appointed by Declarant as the registered agent for the condominium. The address of said registered agent is: N27 W24025 Paul Court, Pewaukee, WI 53072. The registered agent may be changed in accordance with any provision allowed by law in effect at the time of such change. As of the date of filing of this Declaration, the provisions regarding the qualification, designation and filing of the name and address of the registered agent are set forth in Sec. 703.23, Wis. Stats. As set forth in said statutory section, if the Association is incorporated, the registered agent for the association shall be the registered agent for the condominium.~~

~~22.8 Assignment. The rights and obligations of Declarant may be assigned in any manner allowed by law at the time of assignment. Upon the recording of any such amendment, such assignee shall become "Declarant" under this Declaration and~~

~~shall succeed to all such rights, powers and obligations. Such amendment need be signed only by the assignor and assignee named therein.~~

~~22.9~~22.8 Number and Gender. Whenever used herein, unless the context shall otherwise provide, the singular number shall include the plural, the plural shall include the singular, and the use of any gender shall include all genders.

22.9 Captions. The captions and Article headings herein are intended only as matters of convenience and for reference and in no way define or limit the scope or intent of the various provisions hereof.

22.10 Claims and Remedies.

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.

b. 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.

~~22.10~~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 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.

22.11 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.

This Third 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 Owners with not less than two-thirds of the votes in the Association, and such consents have been approved by the mortgagees or holders of equivalent security interest in the Units to the extent required by the Act.

IN WITNESS WHEREOF, the Association has executed this Third Amended and Restated Declaration this _____ day of ___________, 202_.

Paradise Trails Condominium Association, Inc., a Wisconsin Non-Stock Corporation,

By: _________________________

_________________________, President

STATE OF)
) ss.
COUNTY OF______________)

This document was acknowledged before me by _______________________, as President of Paradise Trails Condominium Association, Inc. on this ______ day of _________, 202__.

Notary Public, State of Wisconsin

Name: _________________________

My Commission Expires: __________

ATTEST: Paradise Trails Condominium Association, Inc., a Wisconsin Non-Stock Corporation,

By: ______________________________

________________________, Secretary

STATE OF)
) ss.
COUNTY OF)

This document was acknowledged before me by __________________, as Secretary of Paradise Trails Condominium Association, Inc. on this ______ day of _________, 202_.

Notary Public, State of Wisconsin

Name: ________________________

My Commission Expires: __________

This document was drafted by:
Lydia J. Chartre, ESQ
Kaman & Cusimano LLC
111 E. Kilbourn Avenue, Suite 1700
Milwaukee, WI 53202

EXHIBIT A

LEGAL DESCRIPTION

Units 1-47, together with said Unit's undivided interest in the Common Elements and the exclusive use of the Limited Common Elements appurtenant to said unit, all in Paradise Trails Condominium, a condominium declared and existing under and by virtue of the Condominium Ownership Act of the State of Wisconsin and recorded by a Declaration as such condominium in the Office of the Register of Deeds for Waukesha County, Wisconsin, on October 12, 2020, as Document No. 4519249, and by any amendments thereto. Said Condominium being located in the Village of Hartland, Waukesha County, Wisconsin on the real estate described in said Declaration and Amendments and incorporated herein by this reference thereto.

EXHIBIT B

TAX KEY AND ADDRESSES

Tax Key	Address
HAV 0423-981-004	618 Scenic Rd
HAV 0423-981-005	614 Scenic Rd
HAV 0423-981-006	610 Scenic Rd
HAV 0423-981-007	606 Scenic Rd
HAV 0423-981-008	503 Wild Oak Rd
HAV 0423-981-009	505 Wild Oak Rd
HAV 0423-981-010	601 Cherry Ct
HAV 0423-981-011	605 Cherry Ct
HAV 0423-981-012	609 Cherry Ct
HAV 0423-981-013	613 Cherry Ct
HAV 0423-981-014	616 Cherry Ct
HAV 0423-981-015	612 Cherry Ct
HAV 0423-981-016	608 Cherry Ct
HAV 0423-981-017	604 Cherry Ct
HAV 0423-981-018	600 Cherry Ct
HAV 0423-981-019	531 Wild Oak Rd
HAV 0423-981-020	547 Wild Oak Rd
HAV 0423-981-021	551 Wild Oak Rd
HAV 0423-981-022	555 Wild Oak Rd
HAV 0423-981-023	559 Wild Oak Rd
HAV 0423-981-024	560 Wild Oak Rd
HAV 0423-981-025	556 Wild Oak Rd
HAV 0423-981-026	552 Wild Oak Rd
HAV 0423-981-027	548 Wild Oak Rd
HAV 0423-981-028	544 Wild Oak Rd
HAV 0423-981-029	540 Wild Oak Rd
HAV 0423-981-030	536 Wild Oak Rd
HAV 0423-981-031	532 Wild Oak Rd
HAV 0423-981-032	528 Wild Oak Rd
HAV 0423-981-033	524 Wild Oak Rd
HAV 0423-981-034	520 Wild Oak Rd
HAV 0423-981-035	516 Wild Oak Rd
HAV 0423-981-036	512 Wild Oak Rd
HAV 0423-981-037	508 Wild Oak Rd
HAV 0423-981-038	504 Wild Oak Rd
HAV 0423-981-039	301 Paradise Ct
HAV 0423-981-040	305 Paradise Ct
HAV 0423-981-041	309 Paradise Ct
HAV 0423-981-042	313 Paradise Ct
HAV 0423-981-043	317 Paradise Ct
Tax Key	**Address**
HAV 0423-981-044	321 Paradise Ct
HAV 0423-981-045	322 Paradise Ct
HAV 0423-981-046	318 Paradise Ct
HAV 0423-981-047	314 Paradise Ct
HAV 0423-981-048	310 Paradise Ct
HAV 0423-981-049	306 Paradise Ct
HAV 0423-981-050	302 Paradise Ct

PARADISE TRAILS CONDOMINIUM ASSOCIATION, INC.
RULES, REGULATIONS AND POLICY GUIDELINES

~~I. DEFINITIONS (for the purpose of rules enforcement)~~

~~A. Common Elements: The common elements shall include all of the Condominium except its Units and shall include, but not be limited to, the following: the private roadways and curbs located on the Land, all access easements that provide access to the Land, the retention ponds and other storm water management improvements serving the Land, and all other utilities serving the Land.~~

~~II.~~I. USE

A. No homeowner shall occupy or use his/her home or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests.

B. No trade or business shall be conducted on the condominium property or from any home without the written approval of the Board of Directors of the Condominium Association and in full compliance with all applicable law(s).

~~III. OCCUPANCY~~

~~A. Homes in Paradise Trails Condominium shall not be rented for transient or hotel purposes, which shall be defined as:~~

~~1. Any rental for periods of less than 180 days~~~~six (6) months~~~~; or~~

~~2. Any rental if the occupants of the home are provided~~~~provided with customary hotel services.~~

~~B. Occupancy of any Paradise Trails Condominium unit shall not exceed eight (8) people.~~

~~IV.~~II. ~~LEASES~~SATELLITE DISHES/ANTENNA

A. The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law~~Owners of homes in Paradise Trails Condominiums may lease their homes on whatever terms and conditions they may wish~~~~in accordance with the provisions set forth in Bylaws Article VI, Section 6.4~~, ~~and provided that in each instance the following terms and conditions are met~~:

1. Owners must notify the Board in advance of installing a satellite dish or antenna.

2. No satellite dishes or antennas may be placed in the common area.

3. Satellite dishes must be screened from the roadway and the view of other Units by landscaping or other screening acceptable to the Association. In the event that adequate reception quality cannot be achieved by such installation, application may be made to the Board of Directors with a proposed alternative placement for the Board's review.

4. Satellite dishes shall be professionally installed, and may not be larger than 3 feet in diameter.

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

~~1. The lease must be in writing, signed by the owner and the tenant and submitted to the Association.~~

~~2. The lease must be for no less than 180 six (6) consecutive daysmonths.~~

~~3. The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, the By-Llaws, and all rules Rules and regulations Regulations of the Association.~~

~~4. Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant and the provisions of the lease.~~

~~5. The Declaration also requires that an owner who rents must also provide the Paradise Trails Association with his forwarding address and a telephone number where he/she can be reached.~~

~~V.~~III. PERSONAL PROPERTY

A. All personal property, bicycles, storage containers, tools, etc. must be stored in the garage at all times. Cooking grills, table and chairs, and a table umbrella are approved for use and storage on the patio or deck. Covers for winter must be specifically designed for that item and properly secured for winter weather conditions.

~~VI.~~IV. OTHER ITEMS

A. Sidewalks within the Unit boundary are the responsibility of the Unit Owner which includes long term repair and replacement as necessary. Snow removal on sidewalks is to be completed by the Unit Owner within 24 hours of a snow event.

B. The play structure within the Common Element is for the private use of Unit Owners and their guests. The Association shall maintain, insure, repair, replace, and create and enforce rules as necessary in regards to the play structure.

~~VII.~~V. EXTERIOR ALTERATIONS

A. No alteration, additions, fences, walks, patios, decks, etc. may be made to the exterior surface of ~~the~~ a building without prior written approval of the Board.

B. Storm doors may be added at the homeowner's expense using an approved design and color. Information about approved storm doors may be obtained from the Property Management Company.

C. Any replacement items must be consistent with the type and design of the item installed initially. (e.g. unit owner may not use yellow-colored light bulbs.)

~~VIII.~~VI. SIGNS AND FLAGS

A. No signs may be hung or displayed from inside the Unit windows, on the common or limited common elements ~~except professionally prepared "For Sale" or "For Rent" signs or security system decals. * See Sections III and IV regarding leasing.~~ without prior consent of the Association except for the following:

~~B.~~1. "For Sale" or "Open House" signs shall not be larger than 24" x 24" and must be professionally prepared and removed three (3) days from the date of closing.

~~1.~~ Professionally prepared political signs may be displayed in a unit one month prior to an election and removed three days after said election. Such signs may be no larger than 24" x 24" and must be one that supports or opposes a candidate for public office or a referendum question. (Per WI statute 703.105(1m). This rule applies ONLY to candidates and specific referenda on the ballot. No other signs of a political nature may be displayed. Only one sign per unit per election is permitted.

2. No more than one sign may be displayed at and/or in a home.

B. Flags

1. A flag pole bracket may be affixed to the exterior of the Unit, either by the front entrance or the garage. The bracket may not be larger than 6" x 6". Free standing flag poles are prohibited.

Commented [A1]: Board, do any exist/would you like to allow these?

2. A Unit Owner may display a United States flag. Flag sizes of 3' x 5' (36" x 60"), 2.5' x 4' (30" x 48"), 2' x 4 1/3' (32" x 52") are acceptable. Placement must not obstruct or present a danger or nuisance to others.

~~C.~~

~~IX.~~VII. NOXIOUS ACTIVITY

A. No noxious or offensive activity shall be carried on in any home or in the common elements; nor shall anything be done therein which may be or become an annoyance or nuisance to others.

B. Nothing shall be done or kept in any home or in the common elements that will increase the rate of insurance on the homes or the Common Elements, without the prior consent of the Association. No homeowner shall permit anything to be done or kept in his/her home or in the common elements which will result in the cancellation of insurance on any home or any part of the common elements, or which would be in violation of any law or ordinance.

C. No waste shall be disposed of or discarded in the common elements, including cigarette, cigar refuse and chewing tobacco.

~~X.~~VIII. ANIMALS

A. No animals, livestock or poultry of any kind shall be raised, bred or kept in any home or in any of the common elements. Birds and fish, and not more than a total of two dogs and cats, (i.e. two dogs, OR one dog and one cat, OR two cats), may be kept as household ~~pets~~ animals by homeowners provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

B. All animals, when outdoors, shall be maintained on a leash not more than 8 feet in length and in direct control of the owner.

C. ~~Pets~~ Animals shall be licensed by the municipality if required, and owners shall possess proof that ~~pets~~ animals have been inoculated properly. If it becomes necessary, the Board of Directors of the Condominium Association has the authority to request proof of an ~~pet's~~ animal's inoculations and license.

D. Animals shall be supervised by a responsible individual at all times. Such individuals are responsible for the immediate cleanup of all ~~pet~~ animal waste.

E. No ~~pet~~ animal shall be tethered outside in any common element or limited common element without the ~~pet~~ animal owner present.

F. Homeowners whose ~~pet~~animal(s) create a nuisance by disturbing the peace in the community, e.g. barking and other noxious noises, will be initially warned of the problem. If violations occur after the initial warning, the homeowner may be required to remove the animal from the community permanently.

G. It is suggested that ID tags with owner's name/address shall be displayed on ~~pets~~ animals at all times.

~~XI.~~IX. PARKING/VEHICLES

A. No boats, trailers, motor homes, trucks larger than a 3/4 ton pickup, ladder trucks, travel trailers, snowmobiles, jet skis, motorcycles, and ATVs or any vehicle with commercial advertising may be parked on any street or parking space overnight.

B. Other vehicles used for recreation (RVs and van conversions) which cannot be parked inside a garage, are permitted to be parked in the driveway in front of garage for up to forty-eight (48) hours to allow for loading and unloading. Such vehicles must not block normal access of other homeowners. The Management Company must be informed in advance if you will be parking longer than (48) hours and for what reason. Commercial moving vans, when conducting contract business, as well as other commercial trucks when in the area to perform service or repair work, are an authorized exception.

C. All parking whether by homeowner or guest(s) must be: 1. Within the garage, or 2. in the driveway in front of the garage door.

D. No vehicles shall be parked in any manner, which blocks any street or driveway, other than the owner/resident or guest parking within their own ingress/egress to their own garage.

E. Any Vehicle parked in any common element cannot be parked for more than 24 consecutive hours without the express prior consent of the Board. Vehicles which cannot be identified as belonging to an owner, parked in any common element for more than 48 consecutive hours are subject to being towed off the premises at the vehicle owner's expense.

F. Reckless operation, speeding, and parking or driving off paved roadways or drives are prohibited.

G. No vehicle repairs are permitted in the common elements except for short-term emergency work (flat tire, battery charge, etc.)

H. Inoperable vehicles (i.e., those with flat tires, expired license tags, etc), which cannot be identified as belonging to a homeowner/resident, and vehicles parked in any common area for more than 48 consecutive hours will be towed off the premises at the owner's expense.

I. Vehicles leaking fluids that damage blacktop surfaces (motor oil, brake or transmission fluid, and coolants) must be parked inside the homeowner's garage. Resulting asphalt damage will be repaired by the Association and at the homeowner's expense.

J. For security reasons and aesthetics, overhead garage doors shall be closed at all times when the garage is not in active use.

~~XII.~~X. TRASH COLLECTION

A. Trash containers must be supplied by the homeowner and cannot be set out before 8:00 p.m. (Summer) or before dusk (Winter) the night before pickup. Trash containers should be set out before 7:00 a.m. on the morning of scheduled trash pickup to guarantee service.

B. Only trash containers with secure lids are permitted. All trash receptacles and lids must be marked with homeowner's address.

C. Securely fastened plastic bags not in containers are permitted only if put out after 5:00 a.m. on collection day to prevent possible scattering of trash.

D. Recycling is permitted and encouraged using the municipality approved containers. These can be obtained from the municipality.

E. Trash containers must be picked up and put away by 9:00 pm. the day of collection. Arrangements must be made for the removal and storage of trash containers if one will be away the day of collection.

F. Trash containers, when not set out for collection, must be kept inside the garage. Homeowners are responsible for clean up of any trash spillage from their containers.

G. No hazardous materials (paint, flammable materials, acids, etc.) may be placed in trash containers for collection. Homeowners are responsible for the disposal of ALL such items at designated and appropriate sites.

H. Homeowners using the municipal Christmas tree disposal/recycling service should confirm pickup dates with the Village and put out trees ONLY when pickups are scheduled for this area. If one misses the date, the homeowner is responsible for proper disposal of said tree. If the Association must arrange for pickup and disposal, the homeowner will be charged accordingly

~~XIII.~~XI. ~~FEES~~ASSESSMENTS AND COLLECTION

A. The fees levied by the Association are used exclusively to promote the health, safety, and welfare of all the homeowners of Paradise Trails and for the improvement and maintenance of the common elements for the good of the community.

B. Condominium dues are an annual assessment payable in monthly installments. In the event that a unit owner defaults on a monthly payment, the Association may file a lien on the home, accelerating the fees through the calendar year. In the event that the account is not brought current in a timely manner, the Association may also pursue foreclosure.

~~C. Condominium fees are due on the first day of each month. Fees received on or after the 10th day of the month must include a $50 late charge. Once the payment is 30 days past due, there will be an additional $60 late charge. Electronic withdrawal can be arranged through the Property Management Company. The Association exercises the full power of the law to collect past due fees to protect the assets of the Association.~~

~~D.~~C. Collection process: ~~After an Association member's account is~~

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

2. 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.

3. 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.

4. 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).

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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 is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current.

~~1. 10 days Past Due, the Property Management Company sends the homeowner a late notice of the overdue payment.~~
~~2. 30 days Past Due, the Property Management Company sends a demand letter to the owner; the Association attorney sends intent to file lien letter by certified mail stating that all expenses incurred in the collection process including legal fees are the responsibility of the homeowner and notification is sent to a credit bureau.~~
~~3. 60 days Past Due, the Association files a lien against the owner's property to secure the assets of the Association in the case that the property title would be transferred, and notification is sent to the credit bureau.~~
~~4. 90 days Past Due, the Association initiates foreclosure proceedings against the homeowner through the Association's Attorney. Once the foreclosure and the Waukesha Co. Court has awarded the Association a judgment, the property will be sold at a Sheriff's Sale.~~

~~E. In the event that a homeowner becomes delinquent, any legal costs associated with the collection of these fees are assessed to the homeowner in accordance with WI State Law.~~

~~F. Only owners in good standing, with fees current, are permitted to serve on committees, to vote for the election of Directors, and to vote on Association issues in special elections.~~

XII. ENFORCEMENT, VIOLATION, PROCEDURE & ATTORNEY FEES

A. VIOLATIONS MAY BE REPORTED BY A PROPERTY MANAGER, UNIT OWNER OR RESIDENT TO:

1. The local Police Department, if the violation is an infraction of a Village ordinance or any other law.

2. Management.

B. A VIOLATION REPORTED TO MANAGEMENT MUST BE IN WRITING AND MUST CONTAIN THE FOLLOWING:

1. Name of offender and address, if known.

2. Violation observed and brief description thereof.

3. Time and place of occurrence or, if a continuing violation, the time or times of observance of the occurrence.

4. Name, address and telephone number of the reporting Unit Owner or Resident.

C. UPON RECEIPT OF A COMPLAINT MANAGEMENT SHALL ATTEMPT TO RESOLVE THE MATTER BY:

1. Sending a letter to the alleged violator; and/or

2. Obtaining voluntary correction of the violation, and/or

3. Any other solution to which the complainant, the alleged offender and/or Management agree; and/or

4. Issuing a fine against the offender.

D. FINES

1. The following is a schedule of the fines that will be imposed for noncompliance with the law, the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively "Condominium Documents"):

i. 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.

ii. 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.

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

iv. Notwithstanding paragraphs (ac) 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:

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

(b) The violation was malicious in its intent.

(c) The violation is evidence of a pattern of the resident's or Unit Owner's noncompliance with the Condominium Documents.

(d) 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.)

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

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

iii. 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.

E. GRIEVANCE COMMITTEE RULES AND PROCEDURES:

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

2. 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.

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

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

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

i. 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.

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

(a) The hearing.

(b) The determination and decision.

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

iv. 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.

v. 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.

vi. 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 nonappearance.

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

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

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

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

iii. 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;

iv. 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.

F. INTEREST AFFECTED

All Unit Owners shall be responsible for all actions of their guests, tenants, and tenants' guests. In the case of the alleged offender being a tenant, a copy of all notices shall be mailed by certified mail to the Owner of the Unit affected; and the Unit Owner shall be entitled to attend the hearing, and present evidence as prescribed above.

G. REMEDIES NONEXCLUSIVE

The provisions of these rules and regulations shall in no way limit or restrict any other remedies or rights as set forth in the Condominium Declaration or the Condominium Act of the laws of the State of Wisconsin (Chapter 703) and shall not be exclusive, but shall be in addition to all other remedies provided by the Condominium Declaration and the laws of the State of Wisconsin.

~~APPENDIX~~

~~Rules and Regulations Violation Notice and Correction Procedure~~

~~1. The Association must confirm and validate the reported violation.~~

~~2. Once validated the first violation letter will be sent to the homeowner who is in violation.~~

~~3. Ten days later, a re-inspection shall be performed by the Association for compliance.~~

~~4. If the violation has been corrected and no damage was caused, the case shall be considered closed and all documentation shall be placed in the appropriate file.~~

~~5. If the violation has been corrected and damage needs repair, the Association will arrange for restoration and any costs associated with the repair will be assessed to the homeowner's account.~~

~~6. If the violation has not been corrected and brought into compliance, a second letter will be sent to the homeowner who is in violation and the homeowners account will be charged a $50.00 assessment.~~

~~7. An additional charge of $5.00 will be assessed to the homeowner's account for each subsequent day the violation is not corrected.~~

~~8. At the end of a thirty-day period from the date of the initial violation notice, the Association has the right to arrange for the correction to be performed. Any costs associated with this correction will be assessed to the homeowner's account.~~

~~9. The homeowner has the right to appeal this charge and /or assessment by filing a "HOMEOWNER REQUEST FOR A HEARING" form with the Property Management Company.~~

~~10. A hearing will be scheduled by the Property Management Company to be included on the agenda of the next scheduled Association Board of Directors meeting.~~

~~11. Pending disposition of the Board of Directors, all assessments will continue as scheduled.~~

~~12. If the same violation occurs with this homeowner, a $50 fine will immediately be assessed with an addition $5.00 assessed for each subsequent day.~~

~~13. The Association has the right to pursue any means at its disposal to collect this assessment up to and including filing a lien against the homeowner's property.~~